

summary of cover

CHARITY INSURANCE



Version 3

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This is a summary of the cover provided by the Ecclesiastical Insurance Office plc

Charity insurance policy

The policy offers you insurance for

- Your buildings, contents and stock
- Your loss of income and/or additional costs following an interruption caused by a buildings or contents claim
- Your legal liability towards employees, volunteers or members of the public following an accident for which you are responsible
- Your trustees legal liability for errors or omissions in the management and administration of your affairs
- Your legal expenses arising from a range of legal issues
- Your money
- Your loss of money or goods as a result of the dishonesty of employees or volunteers
- Your goods whilst in transit by road, rail or post
- You or your employees being unable to work because of an accident

In addition

- Where you have selected buildings or contents you will automatically receive equipment breakdown cover; helping you to get an extensive range of equipment up-and-running again

The summary highlights the main features and exclusions to help you decide if the policy meets your needs. For all the terms and conditions that apply, please consult the policy document.

A copy of the policy will be sent to you after you have taken out the insurance but is available beforehand from us or your broker on request. When you take out cover with us we will issue you with a schedule. This document details the cover you have chosen.

The standard duration of this contract is 12 months from the start date on your policy schedule.

Subject to eligibility we also offer, for larger properties, our unrivalled buildings valuation service at no additional charge.



Property damage

This section enables you to cover buildings (if you are insuring them), contents and stock.

How will my claim be settled?

For buildings, the basis of settlement will be the cost of repair or replacement as new. For stock, settlement will be based on cost price and for all other contents this will be replacement as new.

Features and benefits

Insurance for a range of insured events such as fire, break-in, malicious damage, storm, subsidence, escape of water, impact, accidental damage and terrorist damage. You select the events you wish to insure.

You select the sums to be insured.

The sum insured must be calculated in accordance with the basis of settlement.

To help you ensure the adequacy of your buildings sum insured, subject to eligibility, we can provide, at no additional cost, advice regarding the sums to be insured for insurance purposes, using our team of specially trained surveyors and our many years of experience in this field.

Inflation protection

The policy offers a choice of inflation protection measures:

- 'Index-linking' – unless you advise otherwise this is automatically provided. A general form of inflation protection, sums insured are increased in line with a suitable index.
- 'Day One' – an additional protection if it is likely that in the event of a major loss, repair or replacement will take a number of years. Choose from 15%, 25% or 50% uplift on the insurance values applying on the first day of the insurance.

Significant exclusions and limitations

- excluding subsidence that started prior to the arrangement of this cover
 - page 22 of the policy
- excluding walk-in theft
 - page 22 of the policy
- excluding the excess the amount of which will be agreed with you and confirmed on the policy schedule

Once selected, the sums insured will be the most we will pay.

If we have valued your building and you have accepted our valuation then in the event of underinsurance your claim will not be reduced. Otherwise, in the event of underinsurance the amount we pay for any claim will be reduced in proportion to the degree of underinsurance.

Special features

Features and benefits

Bequeathed property

Bequeathed property; insured for the events covered under Property damage.

Raffle prizes and donated goods

To be used for fund-raising whilst at the home of trustees employees or authorised volunteers.

Hired-in property

Insured for the events you have selected under Property damage.

Personal belongings

Employees' or volunteers' personal belongings are included under 'contents' – residents belongings can be insured on request.

Significant exclusions and limitations

- excluding property insured elsewhere – page 25 of the policy

Limit

Any one bequest
 £250,000 for buildings
 £50,000 (Single article limit £5,000) for all other items

Limit

£1,500 any one period of insurance

Limit

10% of the contents sum insured any one period of insurance

Limit

£500 (in addition £100 for personal money) per person

Plus

Free 24-hour helpline services provided by Solaglas and DAS Legal Expenses Insurance Company Limited (DAS) for all our Charity policyholders:

Emergency glass replacement

If you suffer glass breakage insured under your policy you can call upon the services of Solaglas whose operatives will effect a rapid repair.

Business assistance

In the event of an unforeseen emergency, which causes damage or potential danger to your property you can call upon DAS, who will contact a suitable repairer or contractor on your behalf.

Property damage plus

This section enables you to cover items of contents insured under the Property damage section on an 'away from the premises' basis anywhere in the UK, Europe or world-wide. It also gives you the option to increase the standard cover provided for deterioration of frozen or refrigerated stock.

How will my claim be settled?

For specified items of contents, we will repair or replace, or pay the cost of this. For frozen or refrigerated stock we will pay you the value of the items lost.

Features and benefits

Cover A

Extended cover

If you have contents which are not always situated at your premises, this option allows you to specify them for 'away from the premises cover'.

Cover B

Deterioration of stock

For the contents of your deep freeze or refrigerated cabinets following failure of the unit.

Choose this option if your needs exceed the standard cover provided – £2,500 for the contents of any one unit, £10,000 in total.

Significant exclusions and limitations

The sum insured for each item will be the most we will pay.

- excluding theft from motor vehicles unless they are locked, the property is stored out of sight and there are visible signs of forcible entry – page 34 of the policy
- excluding the excess the amount of which will be agreed with you and confirmed on the policy schedule
- excluding failures in any unit that is over seven years old unless the unit is the subject of a manufacturers guarantee or an annual maintenance contract. – page 35 of the policy
- excluding the excess the amount of which will be agreed with you and confirmed on the policy schedule

Equipment breakdown

This section, which is automatically provided where you have selected Property damage gives you cover for a wide range of equipment in the event of breakdown. If you choose the business interruption cover under this policy your business losses following a breakdown of the equipment are included.

How will my claim be settled?

We will repair or replace equipment or pay you the cost of this.

Features and benefits

What is the equipment that is covered?

Any electrical or mechanical equipment unless excluded.

The covered equipment:

- Lifts, central heating or air conditioning systems
- Boilers are covered for breakdown and explosion
- Security and sound systems
- Photocopiers and office equipment
- Retail equipment such as bar code scanners and credit card payment systems
- Fork lift trucks whilst on your premises

Computers

For computers subject to a maintenance and repair agreement the section provides cover for any breakdown not included under the maintenance agreement.

For example, your maintenance agreement may exclude problems caused by power surges.

For computer equipment outside the premises, cover is for breakdown and resulting business loss. The equipment must be in the custody or control of you, or of your employee or authorised volunteer, within the European Union.

Significant exclusions and limitations

Limit

£5,000,000 in any one period of insurance

- excluding, in private dwellings, kitchen and food preparation equipment, laundry and cleaning equipment and audio-visual equipment
 - page 37 of the policy
- excluding anything manufactured by you for sale
 - page 37 of the policy
- excluding breakdown caused by computer viruses or hacking
 - page 40 of the policy
- excluding wear and tear, although resultant loss is not excluded
 - page 39 of the policy
- excluding the excess the amount of which will be agreed with you and confirmed on the policy schedule

Limit

£100,000 for all claims in any one period of insurance

- excluding computer viruses and hacking
 - page 40 of the policy

Special features

Features and benefits

Expediting expenses

'Expediting costs' to speed up repair or replacement, and in making temporary repairs.

Loss avoidance

Costs incurred in taking exceptional measures to prevent or reduce a loss.

Business interruption

Loss of income and other costs following the breakdown of equipment

Reinstatement of data

Costs incurred in reinstating data following a computer breakdown

Increased cost of working

Costs incurred in maintaining computer operations following a computer breakdown

Significant exclusions and limitations

Limit

£15,000 any one period of insurance

Limit

£5,000 any one period of insurance

Limit

£30,000 any one period of insurance (or, if less, the general sum insured under the Business interruption section)

- excluding claims arising from the need to reconstruct or re-input data or programs – page 38 of the policy

Limit

£25,000 any one period of insurance

- excluding losses discovered later than 180 days after the loss occurred – page 38 of the policy

Limit

£25,000 any one period of insurance

Business interruption

This section provides you with cover for loss of income following a fire or other insured event. If you are not engaged in income earning activities cover is provided for additional costs you incur to keep your organisation running, such as rent for temporary premises.

How will my claim be settled?

We will pay you the amount of your loss, as insured by the section.

Features and benefits

Covers your loss of income following a claim accepted under the Property damage section. Also pays for the extra costs to keep your organisation running and minimise your loss of income.

Cover is provided up to a period, which can be 12 months, 24 months or 36 months (the 'maximum indemnity period').

Significant exclusions and limitations

You select the sum insured, which will be the most we will pay, and the maximum indemnity period you require.

Special features

Features and benefits

Prevention of access

Pays if you are affected by damage to neighbouring property, by a cause which is covered under your policy.

Also, if access to your premises is affected through the actions of the authorities in connection with an incident which could endanger human life or neighbouring property.

Infectious diseases, murder, food poisoning, defective sanitation, vermin

Pays if you are affected by the following:

- Human infectious or contagious disease manifested by any person at the premises
- Closure by the authorities due to problems with the sanitation accidentally caused, or to vermin or pests at the premises
- An outbreak of food poisoning caused at the premises, or a murder or suicide

Significant exclusions and limitations

Limit

Your sum insured under this section will be the most we will pay

- excluding incidents which last for less than four hours
 - page 46 of the policy

Limit

Your sum insured under this section will be the most we will pay

- for this extension the maximum indemnity period is 12 months
 - page 47 of the policy

Features and benefits

Failure of electricity, gas, water or telecommunications

Pays if your organisation is affected by accidental failure of these services.

Other venues

Pays if you are affected by damage at premises where you are carrying out an exhibition or fund-raising event, by a cause, which is covered under your policy.

Death of patron

Pays if you are affected by the death or immoral act of your patron.

Reinstatement of data

Costs incurred in reinstating data following insured damage to computer equipment.

Computers - Increased cost of working

Costs incurred in maintaining computer operations following insured damage to computer equipment.

Significant exclusions and limitations

Limit

£5,000 any one incident

Limit

£10,000 any one incident

Limit

£25,000 any one incident

- for this extension the maximum indemnity period is three months
– page 47 of the policy

Limit

£25,000 any one period of insurance

- excluding losses discovered later than 180 days after the loss occurred
– page 48 of the policy

Limit

£25,000 any one period of insurance

Liabilities

This important section of the policy provides you with the cover you need by law for employers' liability, and for public and products liability.

How will my claim be settled?

When a claim is made against you, we will deal with the claim on your behalf and will pay defence costs and any damages awarded against you.

Features and benefits

Employers' liability

Covers your legal liability for accidents to or illness of employees (including authorised volunteers), sustained in the course of their employment.

As required by law we will supply a Certificate of Insurance which should be displayed in a prominent place and after expiry retained in compliance with the Employers' Liability (Compulsory Insurance) Regulations 1998.

Public and products liability

Covers your legal liability for accidental bodily injury to persons other than employees, or for damage to their property.

Significant exclusions and limitations

Limit

£10,000,000 any one claim including legal costs and expenses

Limit

You choose the limit of indemnity you require eg £2,000,000, £5,000,000

Public liability cover is for any one event.
Products liability cover is for any one period of insurance.

Except for the USA and Canada, legal costs and expenses are covered in addition to the limit of indemnity.

Special features

Features and benefits

Charity trustee insurance

Covers the personal liability of trustees, officers, employees or voluntary workers arising from errors or omissions they make in their internal management and administration duties.

Cover is also provided for legal liability resulting from the loss or damage of charity-related documents.

Note: a separate Charity trustee insurance section is available if higher limits are needed or you require cover for mismanagement in the provision of services such as pastoral care or debt advice.

Significant exclusions and limitations

Limit

£100,000 (except documents at £50,000) any one period of insurance including legal costs and expenses

- cover is provided only if you have obtained, if necessary, the approval of the Charity Commission and have fulfilled any requirements – page 58 of the policy
- excluding claims arising from your day to day operations (these are dealt with by Public liability cover)

Charity trustee insurance

This section provides cover for claims against your trustees, officers, employees or volunteers for mistakes in the management and administration of your affairs and for damage or loss of documents. Additional cover is available for claims arising from errors in the performance of services.

How will my claim be settled?

When a third party makes a claim against you, your trustees, officers, employees or volunteers we will deal with the claim and will pay defence costs and any damages that are awarded.

This cover is on a 'claims made' basis. This means it offers protection for claims, which are made against you during the period of cover, or claims, which may arise from circumstances which you became aware of and reported to us during the period of cover.

Features and benefits

Charity trustee insurance

Covers the personal liability of trustees, officers, employees or voluntary workers arising from errors or omissions they make in their internal management and administration duties.

Loss of documents

Cover is provided for legal liability resulting from the loss or damage of charity-related documents.

Services

An optional cover for legal liability resulting from misjudgements in the provision of services, such as pastoral care or debt advice given as part of their activities, by your trustees, officers, employees or voluntary workers.

Significant exclusions and limitations

Limit

You choose the limit of indemnity you require up to £1,000,000 any one period of insurance including legal costs and expenses

- excluding claims arising from your day to day operations (these are dealt with by Public liability cover)

Limit

£50,000 any one period of insurance including legal costs and expenses

Limit

You choose the limit of indemnity you require up to £1,000,000 any one period of insurance including legal costs and expenses

Legal expenses

This section provides cover for legal fees, compensation awards or appeal costs arising from a wide range of legal disputes that you may become involved in.

This cover has been arranged in conjunction with DAS Legal Expenses Insurance Company Limited (DAS) who will handle claims on our behalf.

How will my claim be settled?

For claims under this section we will resolve an insured legal problem, either ourselves or through external lawyers and other experts that we will appoint.

Features and benefits

We will protect your legal position in the areas shown below.

In civil claims it must be more likely than not that the insured person will recover damages or make a successful defence of their claim.

Unless DAS agree to start court proceedings or there is a conflict of interest, DAS is free to choose a representative to help the insured person.

Significant exclusions and limitations

Limit

You choose either £50,000 or £100,000 each claim for legal expenses

- excluding costs and expenses before DAS's written acceptance of a claim
 - page 72 of the policy
- excluding claims reported more than 180 days after the date you should have known about the incident
 - page 72 of the policy

Standard cover comprises of the following:

Features and benefits

Employment disputes and compensation awards

Employment disputes

For defending your legal rights in a dispute with an employee arising from their dismissal or redundancy, or any other legal proceedings relating to their contract of employment.

Cover includes defence of your legal rights against a prospective employee claiming sex discrimination.

Significant exclusions and limitations

- excluding disputes in the first 90 days of this cover being provided
 - page 67 of the policy
- excluding, if the dispute arises within the first 180 days of cover being provided, any dispute with an employee who was subject to a warning within the 180 day period before cover started
 - page 67 of the policy
- excluding disputes arising under TUPE Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005 and any amending legislation
 - page 68 of the policy

Features and benefits

Compensation awards

Where we agree to defend your legal rights under the employment disputes cover, we will also pay any compensation award made at Tribunal should you lose the case.

Service occupancy

We will pursue your legal rights against an employee or ex-employee to recover possession of premises, which are owned by you or for which you are responsible.

Legal defence

Defence of criminal prosecutions brought by the Police, the Health & Safety Executive and/or Local Authority Health & Safety Enforcement Officer. Also gives cover for civil actions in specified circumstances.

Property protection

We will pursue your legal rights following damage to your property including problems such as nuisance and trespass.

Bodily injury

We will pursue your and your employees and volunteers legal rights following accidental death or physical injury.

Tax and VAT

We will represent your rights throughout an enquiry by HM Revenue & Customs and represent your rights in appeals against VAT assessments.

In addition investigations brought by the Charity Commission are included.

Significant exclusions and limitations

Limit

For compensation awards £1,000,000 for all claims in any one period of insurance

- excluding claims where established disciplinary procedures were not followed
 - page 68 of the policy

- excluding motoring or parking offences
 - page 70 of the policy

- excluding damage to motor vehicles
 - page 71 of the policy

- excluding damage to motor vehicles
 - page 71 of the policy

- excluding dishonesty or criminal offences
 - page 72 of the policy

Limit

For 'aspect' enquiries (as opposed to 'full' enquiries) £2,000

- excluding the first £200 of external costs
 - page 72 of the policy

In addition to the standard cover the following optional covers are available:

Features and benefits

Contract disputes

We will pursue your legal rights in a dispute arising from an agreement for the sale, hire or purchase of goods and services.

Debt recovery

We will help to recover money and interest due from the sale or provision of goods or services.

Statutory licence protection

We will represent you in appealing to the relevant authority following loss of your licence or British Standard Certificate of Registration.

Significant exclusions and limitations

- excluding disputes over breaches of professional duty
– page 70 of the policy
- excluding debts that are older than 90 days
– page 71 of the policy
- excluding original or renewal applications
– page 70 of the policy
- excluding licence appeals relating to motor vehicles
– page 70 of the policy

Plus

Free 24-hour helpline services provided by DAS for all our Charity policyholders:

Legal advice

Provides free advice on any commercial legal problem relating to your organisation within the European Union, the Isle of Man, Channel Islands, Switzerland and Norway.

Tax advice

Provides advice on any tax matters affecting your organisation, under the laws of the United Kingdom.

Counselling

Available for your employees and their immediate family who live with them.

Employment manual and DAS businesslaw

Offering online employment and business law guidance.

Money

This section allows you to insure against physical loss of cash or cheques.

How will my claim be settled?

We will pay you the amount of your loss, as insured by the section.

Note: where mentioned 'business hours' means any time when anyone with responsibility for money is in attendance at the premises for the purpose of your organisation

Features and benefits	Significant exclusions and limitations
Non-negotiable money such as crossed cheques, money orders, vouchers.	<i>Limit</i> £250,000
In transit, bank night safe or on the premises during business hours.	You choose a limit adequate to cover your maximum requirements
While in a locked safe at the premises or other specified location.	You choose a limit adequate to cover your maximum requirements
Collection tins.	<i>Limit</i> £50
For any other loss.	<i>Limit</i> £500
Losses due to dishonesty of employees discovered within 28 days <i>Note: a separate Fidelity section is available if higher limits are required</i>	<i>Limit</i> £2,000 per person £5,000 overall in any one period of insurance

Optional extension

Features and benefits

Money assault extension

This covers you if you or your employees or volunteers are attacked whilst carrying your money.

Significant exclusions and limitations

Limits

You choose the level of cover
 – the number of ‘units’ – required

One unit provides the benefits shown below.
 The most you can choose is ten units, this gives ten times the cover ie the death benefit is £25,000.

Per unit of cover

Death	£2,500
Loss of limb(s) or eye(s)	£2,500
Permanent total disablement	£2,500
Temporary disablement from carrying out normal occupation	£25 per week
Medical expenses	15% of temporary disablement benefit

Irrespective of the number of units the following benefits are also provided

Dental expenses	£500 per person
Hospital in-patient	£20 a day (maximum £200)
Personal belongings	£500 per person

Fidelity

This section allows you to insure against loss of money or goods resulting from the dishonesty of employees and volunteers.

How will my claim be settled?

We will pay you the amount of your loss, as insured by the section.

Features and benefits

Covers losses caused by an act of fraud or dishonesty of an employee or volunteer.

Including auditors' fees which you incur to substantiate the loss.

You can choose to cover 'all employees' and 'all volunteers'.

In conjunction with this, cover on a 'named basis' is available.

Significant exclusions and limitations

Limits

You choose a limit adequate to cover your maximum requirements

£5,000 any one claim for all volunteers included as standard

- excluding loss of interest or consequential loss – page 82 of the policy
- cover will be subject to you complying with minimum standards of control in respect of supervision, accounting procedures and checking the security of money or goods – page 80 and 81 of the policy
- excluding the excess the amount of which will be agreed with you and confirmed on the policy schedule

Goods in transit

If your organisation is involved in the distribution of your stock, choose this section to cover your goods in transit.

How will my claim be settled?

We will pay for the value of the goods, or repair or replace them.

Features and benefits

Your stock can be covered for accidental damage whilst in transit by road vehicles operated by you or a haulier. Also whilst being sent by parcel post or rail.

Transits can be anywhere in the UK.

Significant exclusions and limitations

Limits

The most we will pay will be the maximum value of goods:

- (i) that will be carried by any one vehicle
- (ii) any one consignment

If your chosen limit is found to be inadequate, any claim payment we make will be reduced in proportion to the amount of under-insurance.

- conditions apply in respect of theft from unattended vehicles
- excluding theft where your employees or volunteers are involved
 - page 84 of the policy
- excluding goods spoiled by the failure of a vehicle's refrigeration equipment
 - page 84 of the policy
- excluding the excess the amount of which will be agreed with you and confirmed on the policy schedule

Personal accident

Have you considered the effect on your organisation should a key employee be unable to work due to accidental injury? This section pays set benefits to cover your expenses following such an event.

How will my claim be settled?

If we accept a claim you will receive the set benefit provided by the policy.

Features and benefits

You can insure yourself, your employees and authorised volunteers against accidental injuries whilst working for the organisation. 24 hour cover may also be provided.

Significant exclusions and limitations

Limits

You are free to choose the amount of cover required

- excluding certain hazardous sports or activities – page 86 and 87 of the policy

General information

Significant conditions

You may not be covered under this policy if you fail to tell us about any significant changes to the premises or your activities.

You must tell us if the premises become unoccupied.

You may not be covered under this policy for theft if you fail to secure the premises when closed.

Cancelling the policy

We have the right to cancel the policy by giving you seven days notice in writing sent by recorded delivery to your last known address. If we cancel the policy we will refund the part of your premium which covers the cancelled period.

This policy does not entitle you to a cooling off period or refund if you decide to cancel the policy.

What if I need to make a claim?

For all claims other than legal expenses claims

If you need to report a claim you can call us on

0845 603 8381

24 hours a day 7 days a week

For legal expenses claims

You must give DAS details of any claim as soon as possible and within six months of the insured incident happening. You can write to:

Legal Claims Centre
DAS Legal Expenses Insurance
Company Limited
DAS House,
Quay Side, Temple Back,
Bristol BS1 6NH.

Tel 0117 934 2000

What if I have a complaint?

We aim to provide a high standard of service. However, if you have any reason to complain about the advice or service you have received you should contact your Broker or Ecclesiastical Insurance Office plc.

You can make your complaint in writing or verbally to the Compliance Officer or Chief Claims Manager at:

Ecclesiastical Insurance Office plc
Beaufort House,
Brunswick Road,
Gloucester GL1 1JZ.

Tel 01452 528533

Fax 01452 423557

Email complaints@eigmail.com

You may also have the right to refer your complaint to the Financial Ombudsman Service who can be contacted on:

Tel 0845 080 1800

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

or visit their website:

www.financial-ombudsman.org.uk

Full details of Ecclesiastical's complaints procedure is in the policy document or can be provided separately on request.

The Financial Services Compensation Scheme (FSCS)

Ecclesiastical are protected by the FSCS. You may be entitled to compensation should we be unable to fulfil our obligations.

For further information you can contact the FSCS on:

Tel 020 7892 7300

Email enquiries@fscs.org.uk

or visit their website:

www.fscs.org.uk

Law applicable

It is our intention to apply the law of England and Wales to your insurance contract unless your organisation is located in Scotland in which case the law of Scotland will apply. If there is any dispute as to which law applies, it will be English law.

This contract is underwritten by:
Ecclesiastical Insurance Office plc.

Our FSA register number is 113848.
Our permitted business is general insurance.

**You can check this on the
FSA's register by visiting the
FSA's website**

www.fsa.gov.uk/register

**or by contacting the FSA on
0845 606 1234**

Charity
Care sector
Heritage
Education
Nursery
Commercial bespoke
Property Owners
Flats
Motor fleet
Household EDI

For further information on any
of our products, please speak to
your insurance adviser.

Or visit us at

www.ecclesiastical.com



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