

Tennyson Insurance

Schedule of Insurance

The Policy, the Policy Schedule, Certificates of Insurance and Endorsements form one document and should be read together. This Schedule replaces any previous Schedule issued to you.

Organisation name:	Smallford Residents' Association		
Address:	[REDACTED] [REDACTED] St. Albans, Hertfordshire, [REDACTED]		
Tennyson Policy Number:	[REDACTED]		
Zurich Policy Number:	XAO:27T0010013		
Period of insurance:	14 th November 2012	To:	13 th November 2013
Long Term Undertaking:	N/A		
Premium (Incl. Taxes):	£ 148.40		

This document contains the following sections:

1. Assumptions & Exclusions
2. A summary of your Cover
3. A breakdown of your Cover
4. Active Endorsements

Please take the time to read through these documents carefully. If you have any questions please do contact us as soon as possible.

IMPORTANT

- Please remember your cover is based on the information that you have given us. If circumstances change (for instance you employ more staff or deliver more services) then you should tell us, so that we can ensure you have sufficient cover in place.
- Our policies are only available to "not-for-profit" organisations

Tennyson Insurance – Charity Insurance Experts

Drayton House, Chichester, West Sussex, PO20 2EW Web: www.tennysoninsurance.co.uk

Registered office: 10 Cloisters House, 8 Battersea Park Road, London SW8 4BG, Registered in England & Wales: Number 3027496

Tennyson Insurance Limited is authorised and regulated by the Financial Services Authority: Number 486223

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1. Assumptions & Exclusions

The insurance cover available on our e-commerce site will meet the needs of the vast majority of small voluntary organisations in the UK.

1. Assumptions we have made

You have confirmed the following assumptions about you:

- a) That any employees or volunteers who work with children unsupervised have been CRB checked and that these checks are routinely updated at least every 3 years.
- b) That you have done a health and safety risk assessment before starting any activity.
- c) That you tell us everything that you think could affect our view of the risks that your organisation faces.
- d) All the information that you have entered is correct to the best of your knowledge.
- e) That you will let us know if the size or scope of what you do changes while your policy is live.

2. Exclusions

You have agreed that the following activities are excluded from cover:

Excluded activities:

- a) Manufacturing
- b) Running a care home
- c) Providing outreach or homecare workers - where physical care is provided
- d) Owning a building with a history of subsidence
- e) Holding events featuring staging erected by you or PA systems that are overhanging or require rigging ¹
- f) Organising or taking part in demonstrations, marches or parades linked to political, lobbying or activist groups. Cover is not available for any political or commercial organisation.
- g) Organising or managing your own firework displays/bonfires ²
- h) Managing a Bouncy Castle or other inflatable play areas and goods ²
- i) Running a motorised float ²
- j) Organising or taking part in stunt driving, or adrenaline sports
- k) Any role where there is frequent and/or intensive contact with children and/or vulnerable adults

NOTE ¹: You may of course obtain these services from a professional supplier but you should check that they have Public Liability cover.

NOTE ²: This does not stop you hiring in features such as these from suppliers who manage these activities and have their own Public Liability cover.

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2.Summary of cover

Line of cover	Insured / Not insured
PART A: Material Damage	Not Applicable
PART B: Business Interruption	Not Applicable
PART C: All Risks	Insured
PART D: Money & Personal Accident Assault	Not insured
PART E: Public & Products Liability	Insured
PART F: Hirers Liability	Not insured
PART G: Employers Liability	Not insured
PART H: Libel and Slander	Not insured
PART I: Motor	Not Applicable
PART J: Motor Legal Expenses and Uninsured Loss Recovery	Not Applicable
PART K: Plant Inspection Contract	Not Applicable
PART L: Plant Protection	Not Applicable
PART M: Deterioration of Stock	Not Applicable
PART N: Employee Dishonesty	Not Insured
PART O: Personal Accident (fixed benefits)	Not insured
PART O: Personal Accident (% of salary benefits)	Not Applicable
PART P: Legal Expenses	Not Applicable
PART Q: Trustee & Trust Fund Liability	Not Applicable
PART R: Professional Indemnity	Not Applicable
PART S: Business Travel	Not Applicable

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3. Breakdown of Cover

Parts not applicable to cover: A,B,I,J,K,L,M,P,Q,R,S

PART C: All Risks

Where no premises address is shown, the item is not based at one location and cover is provided anywhere within the Territorial Limits.

Sum Insured	Excess
Up to £5,000	£100

Excess: The excess stated above applies to each and every loss.

PART D: Money & Personal Accident Assault

Not Insured

PART E: Public & Products Liability

Note: This cover automatically includes Product Liability and Property Owners Liability

Limit of indemnity: £5,000,000

Excess: Nil

Number of events declared	Maximum No. of Attendees
Up to 4	Up to 100 people per event

PART F: Hirers Liability

Not Insured

PART G: Employers Liability

Not Insured

PART H: Libel & Slander

Not Insured

PART N: Employee Dishonesty

Not Insured

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PART O: Personal Accident (fixed benefits)

Not Insured

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Doc. No.: **Web3**

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4. Active Endorsements

Operative Endorsements

Part A: Material Damage, Part B: Business Interruption and Part C: All Risks

For all properties the following Endorsements apply (*see pages 39 & 40 of your policy wording*)

- No. 1 Reinstatement Basis
- No. 2: Index Linking
- No. 7: Firebreak Doors and Shutters

Please ensure you read them and comply with any requirements of each.

PART G – Employers Liability

1. The following Section is added.

Section 5 – Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify **you** against legal costs and expenses incurred with our prior written consent in defending any criminal prosecution including an appeal against such a conviction arising from any such prosecution and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the Period of Insurance in the course of the **business**

Provided that:

- Our** total liability under this Section will not exceed in the aggregate the sum specified in the Schedule as the Limit of Indemnity in any one period of insurance. This limit will form part of and not be in addition to the Limit of Indemnity specified in the Schedule. (This Section will only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands)
- We** must consent in writing to the appointment of any solicitor or counsel who are to act for and on **your** behalf
- You** will give to us immediate notice of any summons or other process served upon **you** which may give rise to proceedings under this Section
- in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- We** will not be liable for:
 - any deliberate or intentional criminal act committed by **you** giving rise to a corporate manslaughter or corporate homicide charge
 - fines or penalties of any kind
 - the defence of any criminal proceedings brought or in an appeal against conviction rising from such proceedings in respect of breach of:
 - The Health and Safety at Work, etc., Act 1974 or any regulations made thereunder
 - The Consumer Protection Act 1987 or any regulations made thereunder
 - Defence costs available from any other source or provided by any other insurance or where but for the existence of this Section indemnity would have been provided by such other source or insurance

Where **we** have already indemnified **you** in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of an or investigation connected with corporate manslaughter or corporate homicide under another section of the policy the amount paid under that section will be taken into account in arriving at **our** liability payable under this Section.

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PART E – Public and Products Liability

1. Environmental Clean Up Costs

The following Special Definitions are added to Section1:

Clean Up Costs

- a) Testing for or monitoring of Pollution or Contamination
- b) the costs of Remediation required by any Enforcing Authority to a standard reasonably achievable by the methods available at the time that such Remediation commences.

Remediation

Remedying the effects of Pollution or Contamination including primary, complementary and compensatory actions as specified in the Environmental Damage (Prevention and Remediation) Regulations 2009.

Enforcing Authority

Any government or statutory authority or body implementing or enforcing environmental protection legislation within the territorial limits.

Cover

With effect from 01 July 2009 or the inception of the policy if later, we will indemnify **you** in respect of all sums including statutory debts that **you** are legally liable to pay in respect of Clean Up Costs arising from environmental damage caused by Pollution or Contamination where such liability arises under an environmental directive, statute or statutory instrument.

Provided always that:

- a) liability arises from Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance. All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the same time such incident takes place
- b) **our** liability under this Extension shall not exceed £1,000,000 for any one occurrence and in the aggregate in any one Period of Insurance and will be the maximum **we** will pay inclusive all costs and expenses. This limit will form part of and not be in addition to the Limit of Indemnity stated in the Schedule
- c) immediate loss prevention or salvage action is taken and the appropriate authorities are notified

Exclusions

We shall be under no liability:

- 1. in respect of Clean Up Costs for **damage** to **your** land, **premises**, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in **your** care, custody or control
- 2. for **damage** connected with pre-existing contaminated property
- 3. for **damage** caused by a succession of several events where such individual event would not warrant immediate action
- 4. in respect of removal of any risk of an adverse effect on human health on **your** land, **premises**, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in **your** care, custody or control
- 5. in respect of costs in achieving an improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time Remediation commences
- 6. in respect of costs for prevention of imminent threat of environmental damage where such costs are incurred without there being Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident
- 7. for **damage** resulting from an alteration to subterranean stores of groundwater or to flow patterns
- 8. in respect of costs for the reinstatement or reintroduction of flora or fauna
- 9. for **damage** caused deliberately or intentionally by **you** or where they have knowingly deviated from environmental protection rulings or where **you** have knowingly omitted to inspect, maintain or perform

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- necessary repairs to plant or machinery for which they are responsible
 - 10.in respect of fines or penalties of any kind
 - 11.for **damage** caused by the ownership or operation on behalf of **you** of any mining operations or storage, treatment or disposal of waste or waste products other than caused by composting, purification or pre-treatment of waste water
 - 12.for **damage** which is covered by a more specific insurance policy
 - 13.for **damage** caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed
 - 14.for **damage** caused by disease in animals belonging to or kept or sold by you.

2. Section 3 - Special Exclusion 6 b) is amended to read as:
exemplary or punitive damages awarded by any Court of Law outside the territorial limits.

3. The following Section is added:

Section 5 - Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify the **you** against legal costs and expenses incurred with **our** prior written consent in defending any criminal prosecution including an appeal against a conviction arising from any such prosecution and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the Period of Insurance in the course of the **business**.

Provided that:

- a) **our** total liability under this Section will not exceed in the aggregate the sum specified in the Schedule as the Limit of Indemnity in any one period of insurance. This limit will form part of and not be in addition to the Limit of Indemnity specified in the Schedule
- b) this Section will only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- c) **we** must consent in writing to the appointment of any solicitor or counsel who are to act for and on **your** behalf
- d) **you** will give to **us** immediate notice of any summons or other process served upon **you** which may give rise to proceedings under this Section
- e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- f) **we** will not be liable for:
 - I. any deliberate or intentional criminal act committed by **you** giving rise to a corporate manslaughter or corporate homicide charge
 - II. fines or penalties of any kind
 - III. the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of:
 - the Health and Safety at Work, etc Act 1974 or any regulations made thereunder
 - the Consumer Protection Act 1987 or any regulations made thereunder
 - IV. defence costs available from any other source or provided by any other insurance or where but for the existence of this Section indemnity would have been provided by such other source or insurance
- g) where **we** have already indemnified **you** in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another section of the policy the amount paid under that section will be taken into account in arriving at our liability payable under this Section.

4. It is agreed that that Section 3 Exclusion 8 of this Part shall not apply to any discharge, release or escape of legionella from any premises owned or operated by you subject to:

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- a) a regular risk assessment being carried out of all water systems to assess the risk of legionella and the suitable management of any risk of legionella being identified in the risk assessment; and
- b) compliance with the Health and Safety Commission's Approved Code of Practice entitled "Legionnaires disease - The control of legionella bacteria in water systems"; and
- c) details having been supplied by you to us of the number of premises owned or operated by you where cooling towers, evaporative condensers and/or other apparatus giving rise to an increased risk of legionella are present; and
- d) details having been supplied by the you to us of all incidents of legionellosis having occurred at any premises owned or operated by you in the last ten years.

All Pollution or Contamination which arises out of or as a consequence of any discharge, release or escape of legionella from any premises owned or operated by you shall be deemed to have occurred on the date that you first become aware of circumstances which have given or may give rise to such Pollution or Contamination.

This Part shall not apply to any claim arising from Pollution or Contamination which arises out of or as a consequence of any discharge, release or escape of legionella from any premises owned or operated by you if before the current Period of Insurance you had become aware of circumstances which have given or may give rise to such Pollution or Contamination.

Our total liability for Pollution or Contamination, including the indemnity provided by this endorsement, which is deemed to have occurred during the Period of Insurance will not exceed in the aggregate the sum specified in the Schedule as the Limit of Indemnity.

You shall give notice in writing to us immediately on becoming aware of circumstances which have given or may give rise to a claim under this endorsement.