

## 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.

<b>Organisation name:</b>	Pin Green Community Association		
<b>Address:</b>	291 Archer Road, Stevenage, Hertfordshire, SG1 5HF		
<b>Tennyson Policy Number:</b>	P/ 01/ 29472756		
<b>Zurich Policy Number:</b>	XAO:27T0010013		
<b>Current Year of Cover:</b>	06 <sup>th</sup> April 2015	To:	05 <sup>th</sup> April 2016
<b>Period of Cover:</b>	06 <sup>th</sup> April 2015	To:	05 <sup>th</sup> April 2016
<b>Long Term Undertaking:</b>	No		
<b>Premium (Incl. Taxes):</b>	£ 776.00		

This document contains the following sections:

1. Lines of covers applying
2. A breakdown of your Cover
3. Noted interests
4. Active Endorsements
5. Policy Cover Declaration

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

### Our Understanding of You

This is as described in the ‘Our understanding of you’ section in your Proposal document, or in the latest version of your ‘Our Understanding of You’ document, whichever you last received.

Tennyson Insurance – Charity Insurance Experts

Drayton House, Chichester, West Sussex, PO20 2EW [Web: www.tennysoninsurance.co.uk](http://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 Conduct Authority: Number 486223

## 1. Lines of covers applying

Line of cover	Insured / Not insured
PART A: Material Damage	Insured
PART B: Business Interruption	Insured
PART C: All Risks	Not insured
PART D: Money & Personal Accident Assault	Insured
PART E: Public & Products Liability	Insured
PART F: Hirers Liability	Insured
PART G: Employers Liability	Insured
PART H: Libel and Slander	Not insured
PART I: Motor	Not insured
PART I: Motor (Loss of No Claims Discount or Excess)	Not insured
PART J: Motor Legal Expenses and Uninsured Loss Recovery	Not insured
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)	Insured
PART O: Personal Accident (% of salary benefits)	Not insured
PART P: Legal Expenses	Insured
PART Q: Trustee & Trust Fund Liability	Not insured
PART R: Professional Indemnity	Not insured
PART S: Business Travel	Not insured
PART T: Terrorism	Not insured

## 2. Breakdown of Cover

### PART A: Material Damage

**Property 1**      291 Archer Road, Stevenage, Hertfordshire, SG1 5HF

Insurance Cover	Sum Insured
<b>Buildings</b>	£Nil
<b>Contents</b> Furniture, Fixtures & Fittings	£11,145.54
<b>Contents</b> Office, Computer and Sports Equipment	£1,113.84

The table below shows the perils that are covered (the excesses stated apply to each and every loss arising in respect of each and every separate premises):

Peril	Excess
1. Fire	£ Nil
2. Explosion	£ Nil
3. Aircraft	£ Nil
4. Earthquake	£ Nil
5. Glass	£ Nil
6. Leakage of Oil	£ Nil
7. Impact	£ Nil
8. Riot & Malicious Persons	£ 250
9. Storm & Flood	£ 250
10. Subterranean Fire	£ Nil
11. Escape of Water or Beer	£ 250
12. Falling Trees or Branches	£ 250
13. Breakage or collapse of Television, Radio or Mobile Telephone Signal Receiving Apparatus	£ Nil
14. Theft	£ 100
15. Accidental Damage	£ 100

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

- No. 1: Reinstatement Basis
- No. 2: Index Linking
- No. 3: Unoccupied Buildings
- No. 7: Firebreak Doors and Shutters

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

**Operative endorsements:**

8. **Limit of Liability** applicable to Parts A B and C In the event of **damage** or **business interruption** arising from any one event or series of events arising out of a single originating cause the maximum liability in respect of any one **building** or other specified property, including **contents, stock** and goods held by **you** on trust or for which they are responsible therein, shall not exceed £50,000,000 in respect of the Parts specified above in the aggregate unless specified in the Schedule.

## PART B: Business Interruption

Properties cover applies to:	<ul style="list-style-type: none"> <li>291 Archer Road, Stevenage, Hertfordshire, SG1 5HF</li> </ul>	
Business Interruption element of cover		Limit of Indemnity
a) Additional Expenditure <i>Indemnity period:</i> 12 months	£25,000.00	
b) Loss of Rent <i>Indemnity period:</i>	Nil	
c) Loss of Gross Revenue <i>Indemnity period:</i>	Nil	
d) Loss of Data – Reconstitution of Computer Records <i>Indemnity period:</i>	Nil	
a) Book debts within b & c above	£500,000.00	

### Operative endorsements:

8. **Limit of Liability** applicable to Parts A B and C In the event of **damage** or **business interruption** arising from any one event or series of events arising out of a single originating cause the maximum liability in respect of any one **building** or other specified property, including **contents, stock** and goods held by **you** on trust or for which they are responsible therein, shall not exceed £50,000,000 in respect of the Parts specified above in the aggregate unless specified in the Schedule.

## PART C: All Risks

Not Operative

## PART D: Money & Personal Accident Assault

### Money Limits

	Situation	Limit
1	Loss of Non-Negotiable money in the situations specified in situations 2, 3, 4 and 5	£250,000
2	Private residence of any employee or director	£250
3	In transit in the custody of any director or employee or in transit by registered post (limit £250), or in a Bank Night Safe	£5,000
4	In the premises in the custody of or under the actual supervision of any director or employee	£5,000
5	In the premises in locked safes or strongrooms	£5,000
6	In the premises in locked receptacles other than safes or strongrooms	£250

**Excess:** £50 each and every loss.

### Personal Accident Assault Limits

	Table of Benefits	Limit
1	Death, Loss of Limb or Loss of Sight	£10,000
2	Temporary disablement from engaging in Usual Occupation for a maximum period of 104 weeks from date of disablement	£10,000
3	In transit in the custody of any director or employee or in transit by registered post (limit £250), or in a Bank Night Safe	Normal Weekly Earnings up to £150

**Excess:** Nil

## PART E: Public & Products Liability

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

**Limit of indemnity:** £5,000,000

**Excess:** Nil

Declared events covered by your Public Liability cover	Average No. of Attendees
None Declared	N/A

Declared Play/Skate equipment covered by your Public Liability cover	No. of pieces of equipment
None Declared	N/A

### Operative endorsements:

#### 1. Environmental Clean Up Costs

The following Special Definitions are added to Section1:

##### Clean Up Costs

- Testing for or monitoring of Pollution or Contamination
- 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:

- 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
- 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
- immediate loss prevention or salvage action is taken and the appropriate authorities are notified

##### Exclusions

**We** shall be under no liability:

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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 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

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- 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:
- 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.

## PART F: Hirers Liability

**Limit of indemnity:** £2,000,000

**Excess:** £100 (each and every claim for damage to the premises or contents caused other than by fire or explosion)

## PART G: Employers Liability

Limit of indemnity: £10,000,000

Excess: Nil

Declared Wage-roll (before 'on costs')
£23,700.00

1. 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. (this Section will only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands)
- b) **we** must consent in writing to the appointment of any solicitor or counsel who are to act for and on **your** behalf
- c) **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
- d) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- e) **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

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.

## **PART H: Libel & Slander**

Not Operative

## **PART I: Motor**

Not Operative

## **PART I: Motor (Loss of No Claims Discount or Excess)**

Not Operative

## **PART J: Motor Legal Expenses and Uninsured Loss Recovery**

Not Operative

## **PART K: Plant Inspection Contract**

Not Operative

## **PART L: Plant Protection**

Not Operative

## **PART M: Deterioration of Stock**

Not Operative

## **PART N: Employee Dishonesty**

Not Operative

## PART O: Personal Accident (fixed benefits)

Cover is limited to £500,000 any one person and £2,000,000 any one incident.

<b>No. of Employees covered:</b>	2
<b>Max Capital Benefit:</b>	10,000.00
<b>Weekly Benefit (Total temporary disablement):</b>	100.00
<b>Cover</b>	Applicable to Sections 2 and 3 (Accident and Assault) as specified in Part O of your policy wording.
<b>No. of Directors/Trustees covered:</b>	
<b>Max Capital Benefit:</b>	10,000.00
<b>Weekly Benefit (Total temporary disablement):</b>	100.00
<b>Cover</b>	Applicable to Sections 2 and 3 (Accident and Assault) as specified in Part O of your policy wording.
<b>No. of Volunteers covered:</b>	0
<b>Max Capital Benefit:</b>	10,000.00
<b>Weekly Benefit (Total temporary disablement):</b>	100.00
<b>Cover</b>	Applicable to Sections 2 and 3 (Accident and Assault) as specified in Part O of your policy wording.
<b>Excess:</b>	Nil

## PART O: Personal Accident (% of salary benefits)

Not Operative

## PART P: Legal Expenses

The claims handling agent is DAS Legal Expenses Insurance Company Limited

**Limit of Indemnity:** £50,000

Section under Part P of policy wording	Cover	Operative?
3(a)	Employment Disputes	Operative
3(b)	Compensation Awards	Operative
3(c)	Service Occupancy	Operative
4	Legal Defence	Operative
5(a)	Property Protection	Operative
5(b)	Bodily Injury	Operative
6	Tax Protection	Operative
7	Contract Disputes	Not Operative
8	Debt Recovery	Not Operative
9	Statutory License Protection	Not Operative

**Employment Practices Liability:** Not Operative

**Excess:** Nil apart from £200 for Aspect Enquiries and £500 for Contract Disputes if claim exceeds £5,000

**Operative endorsements:**



## **PART Q: Trustee & Trust Fund Liability**

Not Operative

## **PART R: Professional Indemnity**

Not Operative

## **PART S: Business Travel – Annual Multi Trip Policy**

Not Operative

## **PART S: Business Travel – Single Trip Policy**

Not Operative

## **PART T: Terrorism**

Not Operative

## **3. Noted Interests**

Noted Interests
None currently

## 4. Active Endorsements

### Specific Endorsements

Title	Wording	Applicable to Part:
None currently	N/A	N/A

## 5. Policy Cover Declaration

You, the Insured, know of no known losses, events that could give rise to a claim, or circumstances that would be prejudicial to us, the Insurer, should the basis of cover on the above given insurance product (s) be changed.