

# CASE Insurance Policy Schedule

## Policy Number - 009253/06/21

Renewal Schedule Number 1
Issue date of Schedule - 02/06/2021

This policy is issued by aQmen Underwriting on behalf of *Insurers* (and in accordance with UMR and contract number(s)) as set out below (or renewal(s) or replacement(s) thereof).

The Policyholder / Insured: The Trustees for the time being of Friends of Chislehurst and Walden Recreation Ground

Trading as (if applicable): Not Applicable

Agent Name: Unity Insurance Services

Agent Address: Unit 8 The Quadrant, 60 Marlborough Road, Lancing Business Park, Lancing, West

Sussex BN15 8UW

Principal Risk Address: Chislehurst Recreation Ground, Empress Drive, Chislehurst, Kent BR7 5BG

The Premises: The Principal Risk Address as above and/or as stated in the Schedule of Locations.

The Business: Carrying on Business and/or Business Activities as defined within the Policy

Community group providing Light Manual park maintenance and occasional community

events for up to 500 attendees only.

Effective Date of Quote: 24 June 2021

Period of Insurance: From 24 June 2021 to 23 June 2022 (both days inclusive)

Terms and Conditions: In accordance with the details set out in this Schedule

Policy Wording: CaSE Charity Combined CC1-5A



This Policy is issued by aQmen Underwriting on behalf of Insurers (and in accordance with contract number(s)) as set out below, or renewal(s) or replacement(s) thereof;

**Section of Cover:** Name of Insurer: **Contract Number:** 

Part A - All Sections Aviva Insurance Ltd 100719892BDN

Part B - Legal Expenses Not Applicable

Part C - All Sections (other than

Section 18 Professional Indemnity

Section 18 Professional Indemnity)

Not Applicable

Not Applicable

Part D - All Sections Not Applicable

Part E - Travel Not Applicable

Not Applicable Long-Term Undertaking:

First Premium in respect Total Premium:

of this Renewal **Schedule Number 1:**  Insurance Premium Tax(12%)

£ 100.00

£ 12.00

Policy Fee:

£ 25.00

**Total Amount Due:** 

£ 137.00

**Authorised Signatory:** 

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#### **Preamble**

In consideration of the *Insured* paying to the *Insurer t*he premium stated in the *Schedule* and in reliance upon the Statement of Fact the *Insurer* agrees to provide insurance in the terms of this Policy. Any word or expression to which a specific meaning has been attached shall bear the same meaning wherever it appears.

The liability of the *Insurer* during the *Period of Insurance* shall in no case exceed the amount of the relevant *Sum Insured* or *Limit of Indemnity* set out below (or such other sum or limit as may be substituted by Special Condition or Endorsement hereon signed for and on behalf of the *Insurer*).

Please remember the *Insured* must make a fair presentation of the risk to *Insurers* including any changes the *Insured* wish to make. This means that the *Insured* must:

- 1. disclose every material circumstance which *You* know or ought to know or, failing that, sufficient information to alert Insurers to make further enquiries; and
- 2. make such disclosure in a reasonably clear and accessible manner; and
- 3. ensure that, in such disclosure, any material representation as to a:
  - a. matter of fact is substantially correct; and
  - b. matter of expectation or belief is made in good faith.

A circumstance is material if it would influence the *Insurers* judgement (as a prudent insurer) in determining whether to take the risk and, if so, on what terms. If the *Insured* fail to make a fair presentation of the risk then this could affect the extent of cover provided or could invalidate the *Insured's* Policy. If the *Insured* are in any doubt as to whether a circumstance is material then the *Insured* should disclose it. *You* should keep a record of all information supplied for the purposes of the application of this insurance

#### **Claims Notifications**

If insured for Section 14 Legal Expenses please call the helpline for legal advice as soon as *You* are aware of an incident

Aviva Commercial Legal Protection 0345 300 1899

For confidential advice on legal or tax matters in the United Kingdom please call Aviva Legal and Tax Helpline 0345 300 1899

If insured for Section 19 Lorega Commercial Loss Recovery Service

In the event of a Property Damage Loss Recovery Claim, please call aQmen Underwriting on 0333 800 9858; In the event of a Cyber Recovery Claim please call the Lorega Cyber Recovery emergency line on 020 7767 3075

For all other claims please give immediate notice to Aviva Insurance Limited via the dedicated 24 (twenty-four) hour Claims Service: Telephone: 0800 015 1498

Please refer to your Policy "What you should do in the event of a Claim" for further details.



#### **Sections of Cover**

| Part A - | Commerc | ial Combin | ed |
|----------|---------|------------|----|
|----------|---------|------------|----|

| Part A - Commercial Combined                            |             |
|---------------------------------------------------------|-------------|
| Section 1 - Property Damage All Risks                   | Not Insured |
| Section 2 - Business Interruption All Risks             | Not Insured |
| Section 3 - Specified Business Equipment All Risks      | Not Insured |
| Section 4 - Terrorism                                   | Not Insured |
| Section 5 - Equipment Breakdown                         | Not Insured |
| Section 6 - Money and Personal Accident Assault         | Not Insured |
| Section 7 - Group Personal Accident                     | Not Insured |
| Section 8 - Goods in Transit                            | Not Insured |
| Section 9 - Employers' Liability                        | Insured     |
| Section 10 - Public Liability                           | Insured     |
| Section 11 - Products Liability                         | Insured     |
| Section 12 - Loss of Licence / Registration             | Not Insured |
| Section 13 - Motor NCD and Excess Protection            | Not Insured |
| Part B - Legal Expenses                                 |             |
| Section 14 - Legal Expenses                             | Not Insured |
| Part C - Executive Risks                                |             |
| Section 15 - Trustees, Directors and Officers Liability | Not Insured |
| Section 16 - Employment Practice Liability              | Not Insured |
| Section 17 - Fidelity Guarantee / Crime                 | Not Insured |
| Section 18 - Professional Indemnity                     | Not Insured |
| Part D - Loss Recovery                                  |             |
| Section 19A - Cyber Loss Recovery                       | Not Insured |
| Section 19B - Property Damage Loss Recovery             | Not Insured |
| Part E - Business Travel                                |             |
| Section 20 - Business Travel                            | Not Insured |
|                                                         |             |



#### **Details of key Sums Insured, Excesses and Endorsements**

The following Sums Insured, Excess(es), Endorsements and Conditions apply to your Policy. If you have more than one Premises, the following are the total Sums Insured applicable to all Premises combined. Please refer to the Endorsements, and Special Endorsements, Special Conditions and other important information, and to the Policy wording for any other Sums Insured which may apply and/or amendments to standard Policy Sums Insured. Cover granted by the Extensions applicable to each Section of this Policy are within and form part of any Sum Insured or Limit of Indemnity, unless stated otherwise within the Policy, Schedule or any Endorsement thereof.

#### PART A - COMMERCIAL COMBINED

#### **Section 9 - Employer's Liability**

Description Sums Insured

Employer's Liability - Any one *Event*£ 10,000,000

But in respect of *Injury* arising from *Terrorism*£ 5,000,000

Section 9 - Excess Applicable

Each and every loss Nil

#### Section 10 - Public Liability

Description Limit of Indemnity

Public liability - Any one Event£ 5,000,000In respect of Injury arising from Terrorism£ 5,000,000

**Care & Treatment** 

In the aggregate for the *Period of Insurance* £ 5,000,000

Hirers' liability - Any one Event Not Insured

Section 10 - Excess Applicable

Each and every Event in respect of third party property damage only £ 250

#### Section 11 - Products Liability

Description Limit of Indemnity

Products Liability - in the aggregate for the Period of Insurance£ 5,000,000In respect of Injury arising from Terrorism£ 5,000,000

**Section 11 - Excess Applicable** 

Each and every Event in respect of third party property damage only £ 250

#### Sections 9, 10 and 11 Extensions

Unless amended above, or endorsed to the contrary, Extensions apply to Sections 9, 10 and 11. Please refer to your Policy wording for full details

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#### Sections 9, 10 and 11 Extensions include

- 1 Corporate Manslaughter Legal Defence Consts
- 4 Indemnity to Principals
- 5 Crisis Event and Reputation Protection Costs

#### Sections 10 and 11 Extensions include

- 3 Pollution or Contamination
- 5 Legionellosis
- 6 Financial Loss
- 7 Advertising Liability

#### Sections 10 and 11 Extensions include Limit of Indemnity

- 1 Contingent Motor liability
- 4 Data Protection
- 6 Libel and Slander
- 12 Contractual Liability
- 13 Property Owners Liability

#### **Limit of Indemnity**

Included Included Up to £ 50,000

#### **Limit of Indemnity**

Included Included £ 250,000 £ 250,000

#### Limit of Indemnity

Included £ 1,000,000 Up to £ 250,000 Included Included



#### **Schedule of Locations**

The Policy Sums Insured in Part A state the total Sums Insured for all Premises. The following Premises are deemed to be insured hereunder and for the Sums Insured shown hereunder, such Sums Insured being part of (and not in addition to) the total Sums Insured stated in Part A.

Number of Premises:

Premises 1: Chislehurst Recreation Ground

Empress Drive Chislehurst Kent BR7 5BG

**The Property Insured** 

Item Description Sums Insured

A Building(s) Not insured

Section 1 Special Extension 2 Subsidence

Special Extension 2- Subsidence Not Applicable

**Section 4 - Terrorism** 

Property Damage All Risks and Specified Business Equipment All Risks

Not Applicable

Business Interruption

Not Applicable

Security at this Location

Intruder Alarm Type Not Specified

Subject to Survey No

**Endorsements specific to this Location** 

None

Other Premises Insured: None



#### **Endorsements**

The following endorsements are applicable to the whole of this policy unless otherwise stated, and have been applied to this quotation and should be read in conjunction with the Policy wording. Please also refer to location specific endorsements if applicable.

None



#### Special Endorsements, Special Conditions and other important information

As a result of one or more items of information provided to us or as part of our normal underwriting, your quotation may include a request for additional information which we need to receive from you. This means that no insurance can be offered, nor can cover be given, until such information has been received and we have confirmed in writing to you that underwriting matters have been resolved to the satisfaction of Insurers.

Insurers may agree for the policy to incept provided that such outstanding information or requirements are resolved within a given period of time - if so, the full terms of such agreement will be set out below. Once Insurers have reviewed the required information, you will be advised by us whether Insurers require any amendments to the terms and conditions of this quotation (or to the policy if it has already incepted), or any increase or reduction to the premium. We reserve the right to impose more restrictive terms and conditions, and increase in premium, or to decline to provide a final quotation.

#### **Applicable to Section 10 Public Liability**

#### **Definition applicable to this Extension**

#### **Abuse Retroactive Date**

means, unless otherwise specifically stated in the *Schedule* or endorsed hereon to the contrary, the first date upon which an Abuse, Molestation or Sexual Abuse Extension or similar is included in a Policy issued to the *Insured* by any preceding insurer and is subsequently continuously insured to the same effect by such Policy (ies).

This Section 10 Public Liability is extended to include *Abuse* previously insured on a "Claims Made" basis which arises in connection with the *Business* and which occurred within the *Territorial Limits* on or after the *Abuse Retroactive Date* of 24/06/2015 and before 24/06/2021.

#### Provided that:

- 1 any such claim under the provisions of this Extension is first made in writing against the *Insured* on or after 24/06/2021;
- 2 for the purposes of this Extension any such claim shall be deemed to have occurred during the period commencing on or after 24/06/2021 and ending prior to 23/06/2022; and
- 3 the maximum amount the *Insurer* will pay shall not exceed
  - a in respect of this Endorsement £5,000,000 inclusive of costs and expenses, and
  - **b** for the period 24/06/2021 to 23/06/2022 the Limit of Liability specified in the *Schedule*.

Subject otherwise to the terms, conditions and exclusions of the Policy.

# Retroactive Cover for `Claims Made` Care and Treatment Extension Definition applicable to this Extension

#### **Care and Treatment Retroactive Date**

means, unless otherwise specifically stated in the *Schedule* or endorsed hereon to the contrary, the first date upon which the Care and Treatment Extension or similar is included in a Policy issued to the *Insured* by any preceding Insurer and is subsequently continuously insured to the same effect by such Policy (ies).

Section 10 Public Liability and Section 11 Products Liability are extended to include *Care and Treatment* previously insured on a "Claims Made" basis which arises in connection with the *Business* and which occurred within the *Territorial Limits* on or after the *Care and Treatment Retroactive Date* of **24/06/2015** and before **24/06/2019**. Provided that:

- 1 any such claim under the provisions of this Extension is first made in writing against the *Insured* on or after 24/06/2019;
- 2 for the purposes of this Extension any such claim shall be deemed to have occurred during the period commencing on or after 24/06/2019 and ending prior to 23/06/2020; and
- 3 the maximum amount We will pay shall not exceed.
  - a in respect of this Endorsement £5,000,000 inclusive of costs and expenses, and
  - b for the period 24/06/2019 to 23/06/2020 the Limit of Liability specified in the Schedule.

Subject otherwise to the terms, conditions and exclusions of the Policy.

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#### **Underwriting Information**

This quotation is based upon the Underwriting Information and Statements of Fact set out below. Please review these responses and all other details of this quotation carefully, as the quotation is based upon them. If you identify any inaccuracies, please notify us immediately

### **Underwriting Information**

In addition to the *Sums Insured* and other information set out this quotation, you have provided the following additional information which we hold on record. Underwriting information may also comprise any additional information provided to *Insurers* in writing (only) by your agent.

Claims History: The claims declared to *Insurers* relevant to *Your* request for this insurance are as follows:

And as may otherwise be endorsed herein

None

**Annual Income:** The annual income of your organisation, including any subsidiary entities, intended to be insured under this Policy, is approximately:

£ 500

#### **Additional Underwriting Information**

None

#### **Estimated Wagerolls Declared**

| Description of employee / volunteer       | FTE | Wageroll of paid employees | Volunteer(s) |
|-------------------------------------------|-----|----------------------------|--------------|
| Clerical & Administrative                 | 10  | £0                         | No           |
| Volunteers                                | 10  | £0                         | No           |
| Counselling, Shop Assistants              | 0   | £0                         | No           |
| Carers, Teachers (Adult Service Users)    |     | £0                         | No           |
| Carers, Teachers (Juvenile Service Users) |     | £0                         | No           |
| Volunteers                                |     | £0                         | No           |
| Light Manual                              |     | £0                         | No           |
| Drivers                                   |     | £0                         | No           |

**Employers Reference Number** 

Exempt



# Certificate of Employers' Liability Insurance (a)

(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 1998, one or more copies of this certificate must be displayed at each place of business at which the Policyholder employs persons covered by the Policy)

| Policy Number:                     | 009253/06/21                                        |  |  |
|------------------------------------|-----------------------------------------------------|--|--|
| Name of Policyholder:              | Friends of Chislehurst and Walden Recreation Ground |  |  |
| Date of Commencement of Insurance: | 24 June 2021                                        |  |  |
| Date of Expiry of Insurance:       | 23 June 2022                                        |  |  |

We hereby certify that subject to paragraph 2

- the policy to which this certificate relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Jersey, the Island of Guernsey and the Island of Alderney, or to offshore installations in territorial waters around Great Britain and its Continental Shelf (b)
- 2. the minimum amount of cover provided by this Policy is no less than £5 million (c)

Signed on behalf of Aviva Insurance Limited (Authorised Insurers)

Authorised Signatory

Colm Holmes

Chief Executive Officer, UK Insurance

#### Notes

- (a) Where the employer is a company to which regulation 3(2) of the Regulations applies, the certificate shall state in a prominent place, either that the policy covers the holding company and all its subsidiaries, or that the policy covers the holding company and all its subsidiaries except any specifically excluded by name, or that the policy covers the holding company and only the named subsidiaries.
- (b) Specify applicable law as provided for in regulation 4(6) of the Regulations.
- (c) See regulation 3(1) of the Regulations and delete whichever of paragraphs 2(a) or 2(b) does not apply. Where 2(b) is applicable, specify the amount of cover provided by the relevant policy.

It is recommended that you retain a copy of each Employers' Liability certificate issued to you



### **Certificate of Public Liability Insurance**

Policy Number: 009253/06/21

Name of policy holder: The Trustees for the time being of Friends of Chislehurst and Walden Recreation

Ground

Date of Commencement of Insurance: 24 June 2021

Date of Expiry of Insurance: 23 June 2022

Business: Charity or Social Enterprise, and as per Policy.

#### **Indemnity Limit**

Public Liability GBP 5,000,000 in respect of any one Event

Products Liability GBP 5,000,000 in the Aggregate for the Period of Insurance

This is to certify that on the date of issue of this certificate, the policyholder was insured under the above numbered policy subject to the terms and conditions agreed with Aviva Insurance Limited.

Date of Issue: 02 June 2021

This certificate does not form part of the policy or the policyholder's contract with Aviva Insurance Limited.

**Aviva Insurance Limited.** Registered in Scotland No 2116. Registered Office: Pitheavlis, Perth, Scotland PH2 0NH; Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

This certificate provides evidence that Public Liability Insurance cover is in force. Please see the policy document for full details.

**Authorised Signatory** 

Andy Briggs

Chief Executive Officer -UK & Ireland General Insurance