

## PREMIUM NOTIFICATION

Agent

South Essex Insurance Brokers Ltd  
South Essex House, North Road  
South Ockenden  
Essex  
RM15 5BE

Phone: 01708 850000  
UK 4123

Policyholder

The Hall Get Involved Ltd  
16-17 Exeter Street,  
Brighton  
  
BN1 5PG

384050

Policy number	<b>CCP 6056839</b>	Reason	<b>Renewal</b>
Policy type	<b>Charity and Community Connect</b>		
Period of insurance from	<b>0:01 Hrs 2/07/17</b>	Premium	£1,989.86 by instalments
	to <b>Midnight 1/07/18</b>	Insurance Premium Tax (IPT)	£238.78
		<b>Total premium</b>	<b>£2,228.64</b>

Number of claims in previous insurance year: 0

Your Long Term Undertaking (LTU) expires on 01/07/17  
Renewal terms include a discount for a new LTU up to 01/07/20

Please refer to the notes overleaf regarding renewal of your policy.

Your attention is drawn to the new policy wording FA58 (0117) that applies from the renewal date. A policy booklet is enclosed.

In the 2016 autumn statement HM Treasury announced an increase in Insurance Premium Tax (IPT) from 10% to 12%. This takes effect from 1st June 2017.

Date of Issue 23/06/17

### **Does this policy still meet your needs?**

Your requirements may change over time, so you may benefit from reviewing the current sums insured, limits of indemnity and the level of cover under your policy to ensure it remains sufficient for your needs. Contact your insurance advisor or us to discuss any changes that you need.

### **Notes applying to renewal of your policy**

1. It is your responsibility to take the necessary action to renew your policy before the renewal date to ensure that you remain covered. Contact your insurance advisor or us if you have any questions about the renewal of your policy.
2. a) If you pay your premium annually then payment must be made to your insurance advisor or us before the renewal date. No obligation rests on us to accept the premium if paid after the renewal date.  
b) If you pay your premium by instalments to us, no action is needed if you intend to renew the policy. If you decide not to renew your policy, please cancel the direct debit mandate.
3. You must make sure that the information provided to us for this policy is, and will continue to be accurate and not misleading and is a fair presentation of the risks we are accepting. In respect of the policy renewal, this includes any changes occurring during the last period of insurance. If any of the information you provide is not accurate or is misleading, then we may reduce the amount we pay for any claim, or in some cases, make no payment at all, cancel your policy and keep the premium. You should keep a record (including copies of letters) of any information you give to your insurance advisor or us when renewing the policy.
4. If in between the time of the issue date of this document and the renewal date, you suffer a loss, damage or any other incident that gives rise to a claim, then we retain the right to alter or withdraw the terms of the renewal.
5. a) Your last declared income and wage roll figures are shown in the enclosed Statement of Facts. If these figures have changed by more than 10%, please inform your insurance advisor or us as it may be necessary to reassess your renewal terms.  
b) We may require you to complete a declaration form in advance of your renewal date and this must be returned to your insurance advisor or us by the date stated on the form, otherwise a premium loading may be applied.
6. You may have difficulty obtaining the cover you currently have should you decide to cancel or not renew your policy, for example if your premises are in an area prone to flooding or subsidence.

### **Important Reminder**

Throughout your policy there are special requirements which are aimed at reducing the risk of loss, damage or liability. If you do not keep to these requirements we will not pay for claims (unless we agree otherwise). Please make sure you comply with any requirements that apply to you.

Date of Issue 23/06/17

**IMPORTANT NOTICE TO POLICYHOLDERS**  
**Please read carefully as it may affect your policy cover.**

Following a review of our policy wording FA58 (2014), your policy has been updated in line with the new version FA58 (0117) as from its first renewal date after the 31st December 2016.

You should have received a copy of the new policy wording and brochure - the latter summarises the key features of the policy in plain English. If required, these are also available from our website. [www.ansvar.co.uk](http://www.ansvar.co.uk).

Our main aim has been to bring the policy wording up to date, including some changes already advised to you which are currently included as endorsements in your policy's schedule. There are some improvements as well as amendments to help make the policy clearer and ensure that we continue to comply with regulatory changes.

A list of the significant changes from the old policy wording is detailed below. Please ensure that you read the policy wording in conjunction with the schedule as this tells you which parts of the policy wording are operative for you.

Of particular note are the sections for:

- PR Crisis Communication which replaces Loss of Reputation and offers an enhanced and clearer cover. Please see the brochure for more details.
- Fidelity Guarantee which now allows for a lower indemnity limit to be selected with only one special requirement.

Should you wish to make any changes to the renewal cover then please refer the matter to your insurance advisor or us.

**SIGNIFICANT CHANGES TO THE POLICY**

1. Whilst the aim has been to improve the cover overall there are also some restrictions. Significant additional exclusions are included in the changes listed.
2. These changes relate to the policy wording in full, they do not necessarily reflect the cover you have selected for your own policy. Please refer to the policy schedule to see which sections of cover apply to you.

GENERAL INFORMATION	<ul style="list-style-type: none"> <li>• Minor text changes to make things clearer</li> <li>• Making a Claim and Helpline Services - revised and new telephone contact numbers</li> <li>• A new helpline is provided for Public Relations (PR) Crisis &amp; Media Assistance</li> <li>• Updated Complaints Procedure and Useful Addresses</li> </ul>
DEFINITIONS	Most of the definitions relating to Legal Expenses cover have been rewritten following a simplification of the cover arrangements
<b>act of terrorism</b>	Previous definitions for <b>terrorism</b> and <b>terrorist activities</b> are replaced by <b>act of terrorism</b> . An <b>act of terrorism</b> is still excluded unless it relates to the Employers' Liability, Public and Products Liability, Property Owners' Liability or Legal Expenses Cover for destruction or damage to your property or any resulting interruption with your activities can still be added by an optional endorsement.
<b>employee</b>	Now allows for labour only sub-contractors and self-employed persons under the new Professional Indemnity section
<b>your activities</b>	Revised following incorporation of some of the text within the policy schedule
GENERAL CHANGES TO THE POLICY SECTIONS	<ul style="list-style-type: none"> <li>• Claims settlement terms have been rewritten to clarify our intentions</li> <li>• Amounts paid under any section extension to the standard cover now form part of and are not in addition to the overall section limits unless we say otherwise. This change of approach has resulted from a reassessment of the way we have to deal with the optional cover for terrorism</li> </ul>

BUILDINGS	<ul style="list-style-type: none"> <li>• Event 7 (Malicious people or vandals) - additional exclusion for 'stoppage of work'</li> <li>• Event 12 (Falling trees etc) - fences, gates or decking exclusion deleted</li> <li>• Additional Fees and Costs extension - EU &amp; Public Authorities includes some changes for clarification</li> <li>• Underground Services, extension - includes some changes to make it clear that this extension is only needed if Event 13 (accidental <b>damage</b>) is inoperative. If Event 13 is in force then the items are covered by that event rather than the extension</li> <li>• Clearing or Cleaning of Drains extension - clarifies our cover intention</li> <li>• Capital Additions and Bequeathed Property extensions - clarification of notification requirements</li> </ul>
CONTENTS	<ul style="list-style-type: none"> <li>• Event 7 (Malicious people or vandals) - additional exclusion for 'stoppage of work'</li> <li>• Event 9 (Escape of Water) - Loss of Metered Water is now included in a section extension for Loss of Water or Gas</li> <li>• Event 10 (Escape of Fuel Oil) - Loss of heating oil now deemed covered within the contents definition but subject to a claim limit of £5,000 for theft, malicious and accidental loss or damage</li> <li>• Glass and Sanitary Fittings extension - now just one overall limit of £25,000 any claim</li> <li>• Theft of Keys extension - now includes cover for loss of keys and limit increased to £5,000 (previously £2,500)</li> <li>• Temporary Removal of Contents - increased limit to £5,000 (previously £2,500) with a £2,500 item limit</li> <li>• Property of Employees, Members and Visitors - cover now includes accidental damage</li> <li>• Additional Contents Acquired and Bequeathed Property extensions - clarification of notification requirements</li> <li>• Property In the Open extension - increased limit to £5,000 (previously £2,500) with a £2,500 item limit</li> <li>• Loss of Water or Gas - new extension replacing cover within Event 9 and part of Discharge of Oil or Loss of Gas extension</li> </ul>
MONEY	<ul style="list-style-type: none"> <li>• Negotiable money - now excluded whilst in transit by post (previously unregistered post)</li> <li>• Increased Limits for Fund-raising Events (previously Periodic Increase of Limits) - less restrictive in application</li> </ul>
BUSINESS INTERRUPTION	<ul style="list-style-type: none"> <li>• Specified Disease, Poisoning and Murder extension - requirement added in respect of pests or vermin for you to obtain our consent before you restrict the use of the premises</li> <li>• Exhibitions and Work Away extension - limit to £10,000 (previously £5,000)</li> </ul>
EMPLOYERS' LIABILITY	<ul style="list-style-type: none"> <li>• Corporate Manslaughter - now a separate extension with a special requirement applying - limit £500,000 any one period of insurance or £1,000,000 in total for all claims under the policy and any other policy you hold with us for the same event</li> <li>• Health and Safety at Work extension - the limit of £500,000 applies in total where a claim is also made under the public liability section for the same event</li> </ul>
PUBLIC & PRODUCTS LIABILITY	<ul style="list-style-type: none"> <li>• Costs will now be paid in addition to the indemnity limit unless we say otherwise</li> <li>• Exclusion of liability relating to agreements amended to apply to products liability</li> <li>• Special requirements for: <ul style="list-style-type: none"> <li>- Bouncy Castles, Other Land-based Inflatables or Trampolines - simplified and clarified</li> <li>- Use of Gym Equipment - clarified in relation to weightlifting equipment</li> <li>- Second-hand Goods and Firework and Bonfire Displays - updated</li> <li>- Corporate Manslaughter - added</li> </ul> </li> <li>• Overseas Personal Liability extension - terrorism exclusion deleted</li> <li>• Second-hand Goods (Products Liability) extension - exclusion added for liability relating to agreements</li> <li>• Corporate Manslaughter - now a separate extension - limit £500,000 any one period of insurance or £1,000,000 in total for all claims under the policy and any other policy you hold with us for the same event</li> <li>• Health and Safety at Work extension - the limit of £500,000 applies in total where a claim is also made under the employers' liability section for the same event</li> <li>• The indemnity limit for this section includes the indemnity limit for the Property Owners' Liability cover</li> </ul>
PROFESSIONAL INDEMNITY	Special requirement added for the checking of labour only sub-contractors insurance
PROPERTY OWNERS' LIABILITY	<ul style="list-style-type: none"> <li>• Costs will now be paid in addition to the indemnity limit unless we say otherwise</li> <li>• Terrorism is no longer excluded subject to exclusions and limit in line with Public Liability cover</li> <li>• Special requirements for Fixed Outdoor Adventure and Playground Equipment - added</li> <li>• The indemnity limit for this section is included in the indemnity limit for the Public and Products Liability cover</li> </ul>
LOSS OF LICENCE	Defence costs for appeals - cover deleted to avoid any conflict with legal expenses cover
COMPUTER BREAKDOWN	<ul style="list-style-type: none"> <li>• Cover now relates to any computer equipment in the territorial limits for which you are responsible (you may wish to review the level of the sum insured)</li> <li>• Virus, Hacking or Denial of Service - now a separate extension</li> </ul>
TRUSTEES' AND DIRECTORS' INDEMNITY	Extended Claims Reporting Period extension - 12 months option - deleted but still available on request

FIDELITY GUARANTEE	<p>Special requirement for:</p> <ul style="list-style-type: none"> <li>• Written references - not needed for employees joining directly from school, under a government youth training scheme or existing employees who have worked for you for at least a year</li> <li>• Fund transfers - no one employee can complete a funds transfer payment from beginning to end</li> <li>• Stock taking - to be completed at least once a year</li> </ul> <p>If this section is shown as operative on your schedule, you will be expected to comply with all of the special requirements stated under the Fidelity Guarantee section in the event of a claim.</p> <p>We will no longer provide an inner limit of £5,000 if you fail to comply with a special requirement to this section. However, we have introduced a new lower indemnity limit of £5,000 where, in the event of a claim, you would only be expected to comply with the 'written references for new employees' special requirement. Should this lower limit meet the needs of your organisation, and you would like to amend your cover, please contact your insurance advisor or us.</p>
PR CRISIS COMMUNICATION	<p>New section replacing Loss of Reputation:</p> <ul style="list-style-type: none"> <li>• Covers marketing and public relations expenses following adverse publicity</li> <li>• not restricted to specific causes</li> <li>• simplified exclusions, but you will be responsible for 10% (increased to 25% if the special conditions are not complied with) of any loss subject to a minimum £250 excess</li> <li>• simplified special conditions but with a tighter notification timescale</li> </ul>
LEGAL EXPENSES	<p>The wording of this section has been fully revised with the aim of simplification, alignment with current insurance market wordings and legal changes, but generally providing the same level of cover</p>
GENERAL EXCLUSIONS	<p>Radioactive Contamination, War Risks, Terrorism and Corporate Manslaughter exclusions - updated</p>
GENERAL CONDITIONS	<ul style="list-style-type: none"> <li>• All conditions have been reviewed, updated or rewritten for clarity where necessary</li> <li>• Sanctions and Assignment conditions are new</li> </ul>
ENDORSEMENTS	<p>The policy no longer includes any endorsements. If any endorsements do apply, they will be printed on the policy schedule.</p>

### **Policyholder Notice - Statement of Fact Changes**

We have reviewed our Statement of Facts documents to make improvements, including a change of layout and rewording some of our statements.

Can you please check your Statement of Facts, enclosed with your renewal notice, to ensure that it is accurate and not misleading. Should any changes be required please tell your insurance advisor or us, so that we can issue a new document to you.

**THE SCHEDULE:** Attaching to and forming part of the policy bearing the number below and written upon policy form FA58 0117.  
 Subject to the terms and conditions of the policy the insurance is for the period shown.

Agent

South Essex Insurance Brokers Ltd  
 South Essex House, North Road  
 South Ockenden  
 Essex  
 RM15 5BE

Phone: 01708 850000  
 UK 4123

Policyholder

The Hall Get Involved Ltd  
 16-17 Exeter Street,  
 Brighton  
  
 BN1 5PG

384050

Policy number	<b>CCP 6056839</b>	Reason	<b>Renewal</b>
Policy type	<b>Charity and Community Connect (Bronze Package)</b>		
Period of insurance from	<b>0:01 Hrs 2/07/17</b>	Premium	£1,989.86
	to <b>Midnight 1/07/18</b>		by Instalments
		Insurance Premium Tax (IPT)	£238.78
		<b>Total premium</b>	<b>£2,228.64</b>

Your Long Term Undertaking (LTU) expires on 01/07/17  
 Renewal terms include a discount for a new LTU up to 01/07/20

**AIMS OF THE INSURED:**

Provision of fund raising activities to raise funds to purchase the hall and also hold community events

**CHARITABLE ACTIVITIES OF THE INSURED:**

a) The following activities which you have declared to us:

Fund raising activities:

- \* Mums and toddlers
- \* Coffee mornings with activities for under 5s
- \* Stand up comic night
- \* General market, arts and crafts, and bring and buy sales
- \* Attend third party events with an information table

Social Nights:

- \* Quiz nights
- \* Afternoon teas
- \* Stand up comic nights
- \* Door step delivery of share offer documents to households
- \* Bring a game, get together for Parents/carers and children

Policy number CCP 6056839

**ADDITIONAL RISK INFORMATION**

b) The following activities are automatically included:  
\* attendance at trade shows, exhibitions, conferences, meetings and seminars  
\* clean-ups and litter picks  
\* clerical and non-manual work  
\* collection and delivery work  
\* domestic work, including domestic gardening  
\* firework and/or bonfire events not exceeding an attendance of 100 persons at any one time  
\* fundraising events, other than firework and/or bonfire events, not exceeding an attendance of 1,000 persons at any one time  
\* recreational activities  
provided any activity above is not otherwise more specifically excluded in any section of this policy or by any endorsement forming part of this schedule or otherwise by us in writing.

**PROFESSIONAL SERVICES:**

\* Not applicable

**TREATMENT RISKS (Public Liability)**

\* Not applicable

Policy number CCP 6056839

**SCHEDULE**

**Location: 16-17 Exeter Street Brighton East Sussex BN1 5PG**

Your No Claims Discount is 5 year(s)

<b>SECTION</b>	<b>EXCESS</b> (Unless another amount is stated by endorsement or in the policy wording)	<b>COVER</b>
1 BUILDINGS including Accidental Damage Sum Insured Tenants improvements	£100	OPERATIVE  £896,926 £0
2 CONTENTS including Accidental Damage Contents Electronic and computer equipment Stock	£100	OPERATIVE  £5,311 £0 £0
3 ALL RISKS Sum Insured (as per enclosed specification)	£75	OPERATIVE £5,311
4 MONEY Limit during working hours Limit in transit Limit in bank night safe Limit in Safe Personal Accident (Assault) Capital Benefits Weekly Benefits for persons aged 16 to 75 years		NOT OPERATIVE £0 £0 £0 £0 £0 £0
5 BUSINESS INTERRUPTION A - Loss of Income (max. indemnity period 00 months) B - Extra Expenses (max. indemnity period 00 months) C - Gross Profit (max. indemnity period 00 months) D - Rental Income (max. indemnity period 00 months)		NOT OPERATIVE £0 £0 £0 £0
6 BOOK DEBTS Sum Insured		NOT OPERATIVE £0
7 EMPLOYERS LIABILITY Indemnity Limit		OPERATIVE £10,000,000
8 PUBLIC & PRODUCTS LIABILITY Indemnity Limit including Libel and Slander	£100	OPERATIVE £3,000,000 £100,000
9 PROFESSIONAL INDEMNITY Indemnity Limit Retroactive date -		NOT OPERATIVE £0
10 PROPERTY OWNERS LIABILITY Indemnity Limit	£100	OPERATIVE £3,000,000
11 LOSS OF LICENCE Sum Insured		NOT OPERATIVE £0

Policy number CCP 6056839

**SCHEDULE**

SECTION	EXCESS (Unless another amount is stated by endorsement or in the policy wording)	COVER
12 PERSONAL ACCIDENT		OPERATIVE Temporary Total Disablement (per week)
Person(s) insured:	Death Benefit	Permanent Total Disablement
Employees/volunteers aged 16-65 years	£10,000	£10,000
Employees/volunteers aged 66-75 years	£10,000	£10,000
Employees/volunteers aged 76-80 years	£5,000	£5,000
Employees/volunteers aged 81-85 years	£5,000	£5,000
13 COMPUTER BREAKDOWN		NOT OPERATIVE
Computer equipment		£0
Data		£0
14 REFRIGERATED CONTENTS		NOT OPERATIVE
Limit any one Unit		£0
Total Sum Insured		£0
15 GOODS IN TRANSIT		NOT OPERATIVE
Own Vehicle Limit		£0
Limit any one package		£0
Limit any one consignment		£0
16 TRUSTEES & DIRECTORS INDEMNITY	£250	OPERATIVE
Indemnity Limit		£250,000
Retroactive date -		
17 FIDELITY GUARANTEE		NOT OPERATIVE
Indemnity Limit		£0
Retroactive date -		
18 PR CRISIS COMMUNICATION		NOT OPERATIVE
Sum Insured		£0
19 MOTOR POLICY COMPENSATION		NOT OPERATIVE
Limit any one driver/person		£0
20 LEGAL EXPENSES		OPERATIVE
Indemnity Limit		£250,000

Policy number CCP 6056839

**SCHEDULE**

**Endorsements**

046 - Long Term Undertaking (3 Years)  
215 - Activities

062 - Declarations  
436 - Hirers Liability - Public Liability (£3,000,000)

Policy number CCP 6056839

**ALL RISKS SPECIFICATION**

Item number	Description	Geographical Limits	Sum Insured
<b>Location: 16-17 Exeter Street Brighton East Sussex BN1 5PG</b>			
1	Equipment Hired & Borrowed	British Isles	£5,311
<b>Total:</b>			<b>£5,311</b>

Policy number CCP 6056839

**ENDORSEMENTS**

62 DECLARATIONS

Prior to each renewal date, **we** may require **you** to complete a declaration of changes to various factors on which **we** base **your** renewal terms. If changes have occurred, or if **you** fail to submit **your** declaration to **us**, **we** may consequently adjust **our** terms for the forthcoming renewal.

Policy number CCP 6056839

**ENDORSEMENTS**

215 ACTIVITIES

1. EXCLUDED ACTIVITIES

The following exclusions are added to WHAT IS NOT COVERED under section 8 (Public and Products Liability):

a) Liability arising from any of the following activities:

- i.
  - abseiling
  - aerial activities of any kind
  - American football or Australian rules football
  - climbing requiring the use of hands as well as feet (other than children's playground equipment)
  - fire walking
  - firework and/or bonfire events organised or run by any **professional supplier**
  - glacier walking or trekking
  - Gaelic football
  - gorge walking and the like
  - gymnastics
  - horse, pony or donkey riding of any kind
  - martial arts or fighting sports of any kind
  - Olympic style weightlifting
  - parkour or freerunning
  - powerlifting
  - professional sport of any kind
  - racing or time trials (other than on foot)
  - rugby
  - tree climbing
  - underground activities of any kind including but not limited to caving and potholing.
- ii. football where:
  - **you** football team(s) is (are) participating in a league system (including official training and practice sessions)
  - **you** manage, control or organise a football league system.
- iii. water activities (other than swimming, snorkelling, surfing, windsurfing or the use of non-mechanically propelled watercraft not exceeding nine metres in length whilst operated on inland waterways only or within three miles of the coast provided they are not used in any white water activity).

b) Liability arising from any activity that involves the use of:

- airborne lanterns
- bicycles other than for normal road use
- cables or wires
- elastic ropes
- fireworks or explosive items (other than as specifically stated as part of **you** Charitable Activities shown in the schedule)
- land, kite or fly boards of any kind
- land, sand or ice yachts of any kind
- motorised fairground rides
- roller blades
- sandboards
- segway vehicles
- skates
- skateboards and hover boards
- skis
- sleds
- snowboards
- snow tubes of any kind
- toboggans
- water based play inflatables
- weaponry.

c) Liability arising from any activity that involves the ownership, possession or use by **you** or on **your** behalf, or by any person entitled to cover under this section, of any:

- motor car, van, lorry, motor unit of an articulated lorry, coach, bus, mini-bus, quad bike, go-kart, motorcycle, motor tricycle, motor scooter or moped
- trailer used for carrying people (whether fare paying or not) for which compulsory motor insurance or security is not required.

d) Liability, other than liability relating to **products**, for any **mobility equipment** hired or loaned out by **you**.

2. PROFESSIONAL SUPPLIERS CONTINGENCY EXTENSION

Section 8 (Public and Products Liability), subject to its terms, exceptions and conditions, extends to cover the following specified activities whilst under the overall control of any **professional supplier** subject to the special requirement for Insurance Checks for Professional Suppliers of Activities:

- abseiling
- aerial runways
- air rifle shooting
- archery
- assault courses
- BMX riding
- clay pigeon shooting
- climbing wall
- climbing with ropes
- dry slope skiing or boarding
- go-karting
- gymnastics
- horse, pony or donkey riding
- ice skating
- inflatable play equipment
- javelin throwing
- land, kite or fly surfing or boarding
- land, sand or ice yachting
- motorised fairground rides
- Olympic style weightlifting
- paint-balling
- powerlifting
- roller blading
- roller skating
- rope courses
- skateboarding
- zip wires
- zorbing.

Policy number CCP 6056839

**ENDORSEMENTS**

436 HIRERS' PUBLIC LIABILITY EXTENSION (£3M INDEMNITY LIMIT)

The extension of cover by this endorsement forms part of the insurance **we** provide to **our policyholder** under the terms, exceptions and conditions of their policy with **us** subject to the variations set out in this endorsement.

Definitions

Some words or phrases used in this endorsement are in **bold italics** and have the particular meanings that are stated below unless otherwise specified. If they are not in **bold italics** then their normal everyday meaning will apply. These definitions apply equally where used in the singular or plural unless otherwise stated. The definitions below apply solely in respect of the cover under this endorsement.

<b>act of terrorism</b>	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
<b>agreement</b>	the hire or loan contract between the <b>policyholder</b> and the <b>hirer</b> concerning the use of the <b>premises</b>  The following is not included under an <b>agreement</b> : a) any form of tenancy agreement for the <b>premises</b>
<b>asbestos</b>	asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos, asbestos fibres or any derivatives of asbestos
<b>bodily injury</b>	death, illness, injury or disease
<b>claim</b>	the <b>policyholder's</b> request to <b>us</b> for indemnity, reimbursement or benefit under the terms of this endorsement, provided that a claim includes a single loss or series of losses arising from one event consequent on or attributable to one source or original cause
<b>costs and expenses</b>	<ul style="list-style-type: none"> <li>• legal costs and expenses recoverable from the <b>hirer</b> by any claimant</li> <li>• defence costs and expenses of the <b>hirer</b> incurred with <b>our</b> written consent</li> </ul>
<b>damage / damaged</b>	physical loss, destruction or damage
<b>defamation</b>	defamation, libel, slander and slander of title to goods
<b>excess</b>	the first amount of each and every agreed <b>claim</b> that the <b>hirer</b> will be asked to pay
<b>hirer</b>	the person or organisation hiring or loaning the <b>premises</b> under an <b>agreement</b> with the <b>policyholder</b>
<b>hirer's employee</b>	any person: <ul style="list-style-type: none"> <li>• under a contract of service or apprenticeship with the <b>hirer</b></li> <li>• who is hired to, supplied to or borrowed by the <b>hirer</b></li> <li>• engaged under a work experience or similar scheme</li> <li>• helping as a volunteer</li> </ul> while under the <b>hirer's</b> direct control and supervision and working for the <b>hirer</b> at the <b>premises</b> in connection with the <b>agreement</b>
<b>period of insurance</b>	the period of hire under the <b>agreement</b> provided this period does not exceed the expiry or cancellation date of the <b>policyholder's</b> policy
<b>policyholder</b>	the person(s), company or organisation (including a body of trustees or board of directors) for whom <b>we</b> provide this insurance and from whom the <b>hirer</b> has hired the <b>premises</b> under the <b>agreement</b>
<b>premises</b>	the premises at the location insured by <b>us</b> under the <b>policyholder's</b> policy
<b>we / us / our</b>	Ansvar Insurance - a business division of Ecclesiastical Insurance Office plc

Continued...

Policy number CCP 6056839

**ENDORSEMENTS**

436 HIRERS' PUBLIC LIABILITY EXTENSION (£3M INDEMNITY LIMIT)

Continued...

The following extension is added to section 8 of the policy for **our policyholder**:

**WHAT IS COVERED**

At the **policyholder's** request **we** will indemnify the **hirer** for all sums which the **hirer** becomes legally liable to pay as damages and **costs and expenses** following a claim against them for accidental:

- **bodily injury** to any person
- **damage** to the **premises** or its contents belonging to the **policyholder** or for which the **policyholder** is responsible
- **damage** to other material property not belonging to nor in the custody or control of the **hirer**

occurring during the **period of insurance** in connection with the **hirers'** activities and happening at the **premises**, provided the **hirer** keeps to all the terms of this endorsement.

Within **costs and expenses**, **we** will also pay the cost of legal representation at any Coroner's Inquest, Fatal Accident Inquiry or Court of Summary Jurisdiction incurred with **our** written consent.

**WHAT IS NOT COVERED**

1. £250 **excess** for each **claim** for **damage** to material property or the **premises**.
2. Liability covered by any other policy or indemnity.
3. **Damage** to material property:
  - a) or any part on which the **hirer** or any **hirer's employee** is or has been working where the **damage** results from such work
  - b) belonging to or held in trust by the **hirer** or borrowed, rented, leased or hired for use by the **hirer** other than:
    - i. personal property (including vehicles and contents) of the **hirer's** visitors, partners, directors or **hirer's employees**
    - ii. the **premises** or its contents hired under the **agreement**.
4. Fines, penalties or punitive, exemplary, aggravated or multiplied damages.
5. Liquidated damages.
6. Any compensation awarded by a court of criminal jurisdiction.
7. Liability directly or indirectly caused by, resulting from or in connection with:
  - a) an **act of terrorism** regardless of any other contributory cause
  - b) any action taken in controlling, preventing, suppressing or in any way relating to an **act of terrorism**.

If **we** allege that by reason of this exclusion any **claim** is not covered by this endorsement the burden of proving the contrary shall be upon the **hirer**.
8. Any liability directly or indirectly arising out of, or in any way connected with, any actual or alleged:
  - a) physical or psychological abuse, or
  - b) the intentional inappropriate administration or non-administration of any drug, medicine or substance, or
  - c) conduct of a sexual nature including sexual molestation, assault, gratification, coercion, harassment or pressure of any kind, or
  - d) repeated or continuing threatening abusive or insulting words or behaviour.
9. Liability arising from:
  - a) **bodily injury** to any **hirer's employee**
  - b) use of the **premises** by any lobbying, political or activist groups
  - c) any of the following activities:
    - abseiling, aerial activities of any kind, air rifle or clay pigeon shooting, archery, American football or Australian rules football, animal riding of any kind, assault courses, climbing (other than children's playground equipment), firewalking, firework displays or bonfire events, forest school activities, Gaelic football, go-karting, gymnastics, javelin throwing, martial arts or fighting sports of any kind, Olympic style weightlifting, paint-balling, parkour or freerunning, powerlifting, professional sport of any kind, racing or time trials (other than on foot), rugby, water activities of any kind (other than swimming) or zorbing
  - d) football where:
    - i. the **hirer's** football team(s) is (are) participating in a league system (including official training and practice sessions)
    - ii. the **hirer** manages, controls or organises a football league system
  - e) any activity that involves the use of:
    - airborne lanterns, bicycles (other than for normal road use), cables or wires, climbing walls, elastic ropes, fireworks or explosive items, land or kite or fly boards of any kind, land or sand or ice yachts of any kind, motorised fairground rides, water based play inflatables, roller blades, rope courses, sandboards, skates, skateboards, skis, sleds, snowboards, snowtubes of any kind, toboggans, weaponry or zip wires
  - f) use of the **premises** by commercial organisations for business activities
  - g) error or omission in the provision of professional services
  - h) treatment of any kind (other than first aid)
  - i) counselling, advice, design, formula or specification whether given for a fee or not
  - j) **defamation**
  - k) or caused by goods (including their containers, packaging, labelling or instructions) sold, supplied, hired out, constructed, installed, erected, serviced, repaired, altered, processed, treated or otherwise worked upon by or on behalf of the **hirer** other than food or drink sold or supplied by the **hirer** for consumption on the **premises** in connection with the **hirer's** activities
  - l) ownership, possession or use by the **hirer**, or on the **hirer's** behalf, or any person entitled to cover under this extension, of any:
    - i. watercraft (other than hand or foot propelled) and craft designed to travel through air or space
    - ii. mechanically propelled vehicles (other than loading and unloading unless cover is provided by any other policy)
  - m) **damage** to, or the cost incurred by anyone in recalling, replacing, repairing or reinstating goods, or in making any refund on the price paid for any goods sold or supplied

Continued...

Date of issue 23/06/17

Page 010

Policy number CCP 6056839

**ENDORSEMENTS**

436 HIRERS' PUBLIC LIABILITY EXTENSION (£3M INDEMNITY LIMIT)

Continued...

- n) an agreement unless liability would have existed without the agreement
  - o) any offence under the Corporate Manslaughter and Corporate Homicide Act 2007 or any replacement or amending legislation committed or alleged to have been committed by the **hirer**.
10. **Damage**, consequential loss, liability, cost 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 insured and are being prepared, stored or used in the normal course of operations by the **hirer** or **policyholder** 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.
11. **Damage**, consequential loss, liability, cost or expense 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.
12. Any liability, cost or expense arising from pollution or contamination other than 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 time such incident takes place.  
 Pollution or contamination shall be deemed to mean:
- a) all pollution or contamination of buildings or other structures or water or land or the atmosphere; and
  - b) all **damage** or **bodily injury** directly or indirectly caused by such pollution or contamination.
13. Any liability arising from **damage** to information represented or stored electronically including but not limited to code or series of instructions, operating systems, software programs or firmware.
14. Any liability arising directly or indirectly from:
- a) any mining, processing, manufacturing, removing, handling, disposing of, treatment of, distributing or storing of **asbestos**
  - b) fears of the consequences of exposure to, or inhalation of **asbestos**.
15. Any **claim** if the **hirer** failed to comply with a special requirement and such failure caused, or worsened the liability, unless otherwise stated in the special requirement.

Special requirements for Hirers' Public Liability Extension

Where the stated activity is undertaken by the **hirer**, the **hirer** is required as a condition precedent to **our** liability:

1 USE OF BOUNCY CASTLES, OTHER LAND-BASED INFLATABLES OR TRAMPOLINES

- a) if the **hirer** uses any bouncy castle and/or any other land-based inflatable, to ensure that:
  - access and use is controlled by an adult authorised by the **hirer** at all times
  - when used outside a building, it is securely anchored to the ground at each anchor point
  - each anchor point is signed, or otherwise marked to be made easily visible, and wrapped to prevent injury
  - soft matting is used to cover hard surfaces adjacent to the front or any open sides where there is a risk of injury from falling from the inflatable.

SPECIAL NOTES RELATING TO BOUNCY CASTLES (not forming part of this policy wording)

Those who use bouncy castles are at an increased risk of injury, particularly children and others who may not be aware of the dangers. Where you provide, or are responsible for, bouncy castles we expect you to take extra care to prevent injuries by making sure measures are put in place that help reduce this risk and our guidelines are:

- a) to follow the manufacturer's or supplier's safety recommendations
- b) requiring children to remove sharp articles like shoes, buckles or jewellery
- c) not allowing overcrowding, particularly by children (to help prevent knocking into each other)
- d) not allowing a mix of large and small children at the same time (to avoid larger children crushing the smaller ones)
- e) not allowing use by adults and children at the same time
- f) not allowing any access to the very youngest children, e.g. under 2 years old.

2 USE OF GYM EQUIPMENT

to take reasonable precautions to ensure that any gym facility or equipment the **policyholder** provides to the **hirer**, and any of the **hirer's** own gym equipment, are not used by any unauthorised persons and that:

- any equipment for Olympic-style weightlifting or powerlifting is not used
- they are supervised by a qualified gym instructor at all times when in use, or
- they are only used by unsupervised persons who have undergone an induction or training course held by a qualified gym instructor and then been authorised by the **hirer**.

Continued...

Date of issue 23/06/17

Page 011

Policy number CCP 6056839

## ENDORSEMENTS

### 436 HIRERS' PUBLIC LIABILITY EXTENSION (£3M INDEMNITY LIMIT)

Continued...

#### Special requirements for Hirers' Public Liability Extension

Where the stated activity is undertaken by the **hirer**, the **hirer** is required as a condition precedent to **our** liability:

#### 3 USE OF A BAPTISTRY

to ensure that any baptistry used must:

- always be attended by a responsible person authorised by the **hirer** when it is being filled with water
- be attended by a responsible person authorised by the **hirer** or roped off or warning notice displayed when the baptistry cover is removed
- before anyone enters the water have the electrical heating apparatus to the baptistry turned off and disconnected from the mains supply and checked by a responsible person authorised by the **hirer**
- if portable, be checked by a responsible person authorised by the **hirer** before each use to ensure that it remains in good condition and that there are no apparent defects that might cause **bodily injury** or **damage**.

#### 4 FACE PAINTING AND HENNA TATTOOS

if the **hirer** applies any face paints or henna tattoos, to ensure that they are not applied to any person:

- under three years old
- who has open cuts or sores on their face
- who has a cold sore or conjunctivitis or any other known infectious skin condition

and in addition the **hirer** must:

- carry out a skin test prior to the application of any face paints or henna tattoos where any person has food allergies or allergic reactions to soaps, skin creams and the like
- clean any equipment before each application
- only use professional face paints and henna tattoos that comply with current safety legislation or regulations.

#### 5 FIXED OUTDOOR ADVENTURE AND PLAYGROUND EQUIPMENT

if the **hirer** uses any fixed outdoor adventure or children's playground equipment at the **premises**, to ensure that it is supervised by responsible persons authorised by the **hirer** at all times when in use.

#### Claims settlement for Hirers' Public Liability Extension

The most **we** will pay, including **costs and expenses**, for:

- all **claims** in total if more than one party is entitled to cover for the same occurrence
- all **claims**, in any one **period of insurance**:
  - caused by food or drink sold or supplied
  - arising from pollution or contamination
- any **claim** for liability other than relating to food or drink sold or supplied or pollution or contamination

is £3,000,000.

This limit forms part of, and is not in addition to, the indemnity limit for the **policyholder's** Public and Products Liability cover.

#### General Conditions for Hirers' Public Liability Extension

##### 1. LANGUAGE AND LAW APPLICABLE

**We** will communicate with the **policyholder** and the **hirer** in English at all times.

Cover under this endorsement shall be governed by and construed in accordance with the law of England and Wales unless the **policyholder's** legally registered address is located in Scotland in which case the law of Scotland shall apply. If there is any dispute as to which law applies it shall be English law.

##### 2. RIGHTS OF THIRD PARTIES

A person or company who is not party to this policy or endorsement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy or endorsement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

##### 3. CANCELLATION

If the **policyholder's** policy is cancelled in accordance with its terms and conditions then the insurance by this endorsement is cancelled at the same time and cover for any hiring after the cancellation date of the policy will accordingly no longer be effective.

It is the **policyholder's** responsibility to advise the **hirer** of cancellation that affects any **agreement**.

Continued...

Date of issue 23/06/17

Page 012

Policy number CCP 6056839

## ENDORSEMENTS

436 HIRERS' PUBLIC LIABILITY EXTENSION (£3M INDEMNITY LIMIT)

Continued...

General Conditions for Hirers' Public Liability Extension

### 4. FRAUD

If the **hirer** or anyone acting for the **hirer** or any other person claiming to obtain benefit under this endorsement:

- make(s) a false, fraudulent or exaggerated **claim**
- support(s) a **claim** by any false or fraudulent document, device or statement
- cause(s) an event by a wilful or wrongful act which results in a **claim**

then **we**:

- will not pay the **claim** and **we** have the right to recover from the **hirer** any part payments made prior to discovery of the fraudulent act
- have the right to:
  - a) refuse any **claim** arising after a fraudulent act
  - b) cancel the cover by this endorsement from the date of a fraudulent act even if this policy or endorsement expired before the discovery of the fraudulent act  
(If **we** cancel this endorsement, **we** will notify the **policyholder** in writing by special delivery to the **policyholder's** last known address)
  - c) keep the premium.

**We** will still remain responsible for legitimate **claims** before the fraudulent act.

### 5. CLAIMS PROCEDURE (POLICYHOLDER AND HIRER'S DUTIES)

It is a condition precedent to **our** liability under this extension that the **policyholder** and the **hirer** comply with the following (at their expense).

- a) When the:
  - **hirer** becomes aware of a possible **claim**, the **hirer** shall notify the **policyholder** as soon as is reasonably possible,
  - **policyholder** becomes aware of a possible **claim**, the **policyholder** shall notify **us** as soon as is reasonably possible.
- b) If the **claim** relates to, or includes, any allegations or proceedings made against the **hirer**, or any person who is entitled to indemnity under this extension, the **policyholder** and the **hirer** shall:
  - not admit, deny, negotiate or agree a settlement without **our** written consent
  - send to **us**, unanswered, every writ, summons or other communication immediately it is received without making any acknowledgement
  - send to **us** written details of any related inquest, legal inquiry, prosecution or procedure immediately it is known to the **policyholder** or the **hirer**.
- c) The **policyholder** and the **hirer** shall:
  - give all assistance, information and documentation **we** may reasonably require within any reasonable timescales **we** may set
  - not abandon any property to **us**.
- d) If requested by **us** the **policyholder** or the **hirer** shall:
  - complete **our** appropriate claim form
  - provide a statutory declaration of the truth of the **claim**.

**We** will not deal with, continue to deal with or pay, any **claim** if the **policyholder** or the **hirer** fail to comply with any part of this condition where such failure adversely affected **our** liability for, or the amount of, any **claim**. Any payment on account of a **claim** already made by **us** shall be repaid to **us**.

### 6. CLAIMS PROCEDURE (OUR RIGHTS)

If the **policyholder** agrees that **we** may indemnify the **hirer** for a **claim** under this extension, **we** have the right to:

- settle any liability **claim** by payment of the indemnity limit (less any sum or sums already paid or incurred) or any less amount for which, at **our** discretion, the **claim** can be settled. **We** will then relinquish control of the **claim** and be under no further liability
- at any time, and at **our** expense, to:
  - i. start, take over, defend and conduct any legal action in the name of the **hirer**
  - ii. prosecute in the name of the **hirer** for **our** benefit any **claim** for indemnity or damagesand **we** will have full discretion in the conduct and settlement of any such action.

### 7. OTHER INSURANCE

If at the time any **claim** arises under this extension the **policyholder** or the **hirer** is, or would be, but for the existence of this extension, entitled to cover under any other insurance, **we** will only pay for any additional amount beyond the amount which would have been payable under such other insurance had this extension not been effected.

### 8. ARBITRATION

Provided **we** have admitted liability for a **claim**, any unresolved dispute as to the amount to be paid shall be referred to arbitration in accordance with the statutory provisions in force at the time to:

- an agreed arbitrator, or if an arbitrator cannot be agreed
- an arbitrator appointed by the Chartered Institute of Arbitrators following a request from either party provided they have given seven days written notice to the other party.

The **policyholder** must not take legal action against **us** over the dispute before the arbitrator has reached a decision.

Continued...

Date of issue 23/06/17

Page 013

Policy number CCP 6056839

## ENDORSEMENTS

436 HIRERS' PUBLIC LIABILITY EXTENSION (£3M INDEMNITY LIMIT)

Continued...

General Conditions for Hirers' Public Liability Extension

### 9. SANCTIONS

**We** shall not provide any cover under this policy or be liable to pay any **claim** or provide any benefit to the extent that the provision of such cover, payment of such **claim** or provision of such benefit would expose **us** 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 **period of insurance you or we** may cancel that part of this policy which is affected with immediate effect by giving such notice in writing.

In such circumstances, **we** shall return a proportionate premium for the unexpired period of cover provided no **claims** have been paid or are outstanding.

### 10. REASONABLE CARE (HIRER'S DUTIES)

At all times during the currency of this extension, the **hirer** must take reasonable steps to ensure:

- appropriate precautions are in place to prevent accidents, **damage** or **bodily injury**
- any property on hire from the **policyholder** is protected
- appropriate care in the selection and supervision of the **hirer's employees**
- all statutory and other obligations and regulations imposed by any authority are complied with.

Policy number CCP 6056839

## ENDORSEMENTS

### 46 LONG TERM UNDERTAKING (3 YEARS)

A discount has been allowed off the net premium on this policy. For this discount **you** agree to offer annually for three years the insurance under this policy on the terms and conditions in force at the expiry of each **period of insurance**.

**You** also agree to pay the premium annually in advance or, with **our** agreement, by instalments.

It is understood that:

- a) **we** shall be under no obligation to accept an offer to renew this policy made in accordance with this undertaking
- b) the sums insured may be reduced at any time to correspond with any reduction in value or activity.

This undertaking applies to any policy(ies) that **we** may issue in place of this policy and the same discount will be allowed off the net premium on the replacement policy(ies).

Payment of the premium at the renewal date immediately following the expiry of the current undertaking, as specified in the schedule, shall be deemed acceptance by **you** of:

- the continuation of the undertaking for a further three years, in line with the original undertaking
- this undertaking and the policy terms.

#### SPECIAL NOTES (not forming part of the policy wording):

1. This undertaking is a legally binding contract between you and us.
2. If you break the undertaking we are at least entitled to recover from you the total amount of discount allowed for the period of the undertaking up to the date it is broken.
3. If we make any changes to the terms and conditions that are to your benefit then the undertaking is unaffected.
4. If we make any changes to the terms and conditions otherwise than in 3. above then you are no longer required to renew the policy(ies) with us.
5. If there is a material change in the risk that requires a change in the terms and conditions before the undertaking expires then from the date of the change either a new undertaking or the existing undertaking will be (re)negotiated and agreed.
6. If you discuss this insurance with a new intermediary or any other insurer before the undertaking expires then you must tell them about its existence.

## **CERTIFICATE OF EMPLOYERS' LIABILITY INSURANCE (a)**

*(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 1998 (the Regulations), 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: **CCP 6056839**

1. Name of policyholder:

**The Hall Get Involved Ltd**

2. Date of commencement of insurance: **2nd July 2017**

3. Date of expiry of insurance: **1st July 2018**

We hereby certify that subject to paragraph 2:-

1. 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 (b)
2. (a) the minimum amount of cover provided by this policy is no less than £5 million (c)

For and on behalf of **ANSVAR INSURANCE**  
*A business division of Ecclesiastical Insurance Office plc*



Richard Lane  
Managing Director

**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.*

**IMPORTANT NOTICE TO POLICYHOLDERS**

Under the terms of the Employers' Liability (Compulsory Insurance) (Amendment) Regulations 2008 the requirement to display a certificate will be satisfied if it is made available in electronic form and each relevant employee to whom it relates has reasonable access to it in that form.

Certificates of Insurance must clearly state the name of the policyholder and, where applicable, make reference to insured subsidiary companies.

As required by your policy terms, any change to the name of the policyholder or the formation, acquisition or divestment of subsidiary companies must be notified to Ansvar.

If you have any associated companies you will need to have separate cover.

W/RN/ 4123

Policy number: **CCP 6056839**

Effective from: **2/07/17**

Client ('you/your'): **The Hall Get Involved Ltd**

#### THE CONTRACT OF INSURANCE

- This Statement of Facts must be read in conjunction with the schedule and forms part of your contract of insurance with Ansvar Insurance (we/us/our).
- If the premium is to be paid by instalments, our application form must be fully completed and received by us within 14 days of cover being accepted/renewed, otherwise payment by instalments will not be accepted by us.
- You must make sure that the information provided to us for this policy is, and will continue to be, accurate and not misleading and is a fair presentation of the risks we are accepting. In respect of the policy renewal, this includes any changes occurring during the last period of insurance. If any of the information you provide is not accurate or is misleading then we may reduce the amount we pay for any claim, or in some cases, make no payment at all, cancel your policy and retain the premium. You should keep a record (including copies of letters) of any information you give to your insurance advisor or us when renewing your policy.
- You must carefully check all policy documentation and certificates. If there are any inaccuracies then you must tell your insurance advisor or us immediately.
- Any policy issued will be governed by the law of England unless your legally registered address is located in Scotland in which case the law of Scotland will apply. If there is any dispute as to which law applies it shall be English law.
- We will communicate with you in English at all times.
- Your insurance advisor will be regarded as your agent acting on your behalf, and not on behalf of us, in respect of any information that has been provided by them.
- Our policy cover is underwritten by Ecclesiastical Insurance Office plc. The Legal Expenses cover is dealt with by DAS Legal Expenses Insurance Company Limited.

#### DATA PROTECTION ACT - use of your information

Ansvar Insurance and its agents will use your information for the following purposes:

- 1) To administer your insurance policy by us, our agents, re-insurers and your insurance advisor.
- 2) Disclose it to solicitors, loss adjusters, service providers, regulators and ombudsmen as necessary.
- 3) Make, at our option, checks against publicly available information such as electoral roll, County Court Judgements, bankruptcy or repossessions to enable us to decide whether to offer insurance to you, the terms of such insurance, and to review any previous claims you have made.
- 4) Keep you informed by post, telephone, email, text messaging or other electronic means about insurance and financial products and services which may be of interest to you. Your information may also be disclosed and used for these purposes after your policy has lapsed. By providing us with your contact details, you consent to being contacted for these purposes **unless** you indicate an objection to receiving such information by contacting us either by email at [ansvar.marketing@ansvar.co.uk](mailto:ansvar.marketing@ansvar.co.uk) or write to us at Ansvar Insurance, Ansvar House, St Leonards Road, Eastbourne, East Sussex, BN21 3UR or telephone us on 0345 60 20 999 to have your details removed from our marketing lists.

#### 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. If you or anyone acting for you makes a false or fraudulent claim, supports a claim by any fraudulent document, device or statement, then we will not pay the claim and at our discretion can cancel the policy from the time of the fraudulent act took place and retain the premium.

Further details are available in our privacy policy on our website [www.ansvar.co.uk](http://www.ansvar.co.uk).

We may need to pass the email addresses we collect to other companies for administrative purposes only. We may use third parties to carry out certain activities, such as processing and sorting data, monitoring how you use our website, market research purposes and issuing our emails for us. Third parties will not be allowed to use your personal information for their own purposes.

Date of issue: **23/06/17**

Policy number: **CCP 6056839**

Effective from: **2/07/17**

Client ('you/your'): **The Hall Get Involved Ltd**

Please check that the following details we have for you are correct.

If any information is missing or incorrect then please advise your insurance advisor or us and we will issue a revised statement of facts and if applicable update any terms.

#### ORGANISATION DETAILS

- 1) Your:
  - a) organisation is a **Not-for-profit company/organisation**
  - b) Charity registration number is
- 2) Year your organisation was established: **2012**
- 3) You confirm that your organisation's:
  - a) income does not exceed **£30,361**
  - b) wage roll does not exceed **£6,263**
  - c) volunteer pool does not exceed **75**
  - d) active volunteers does not exceed **45**
- 4) You confirm that you do not have any assets, employees or representation outside of England, Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man requiring cover under this policy.
- 5) You confirm that you comply with all statutory regulations, including those related to health and safety, product safety and environmental issues.
- 6) You confirm that you or any director, partner, trustee or committee member, either as private individuals or in connection with any business or organisation, have not been:
  - a) convicted of a criminal offence (any convictions spent under the Rehabilitation of Offenders Act 1974 can be ignored), other than motoring offences
  - b) the subject of any unsatisfied County Court Judgement, Sheriff Court Decree, bankruptcy, insolvency or voluntary agreement, or been disqualified from holding a company directorship
  - c) the subject of a prosecution, or notice of intended prosecution, under any health and safety at work, consumer protection or environmental legislation or investigation in the last three years by the Charity Commission, Revenue & Customs or any other regulatory body
  - d) the subject of any adverse publicity in the last three years, or anticipate being the subject of any adverse publicity in the next twelve months.
- 7) You confirm that you:
  - a) have not had any insurance contract cancelled or declared void, or renewal refused, or any special conditions imposed, due to:
    - i) breach of a policy condition
    - ii) non-disclosure or misrepresentation of a material fact
    - iii) claims or losses
    - iv) non-compliance with risk improvement requirements
  - b) are not aware of any circumstances that might give rise to a claim
  - c) have not had any claim(s) or loss(es) or incurred any liability, for any of the risks to be insured, within the last three years other than those stated under the relevant 'Risk location'.
- 8) Your previous insurance details:
  - a) Insurer: **No previous insurance**
  - b) Policy number:
  - c) Expiry date:
- 9) You confirm that each of the premises to be insured, the buildings and outbuildings are of 'standard construction' i.e. built of brick/stone/concrete and roofed with slates/tiles/metal/concrete (we include within 'standard construction' flat felt roof area(s) not exceeding 20% of the total roof area). Any non-standard construction for buildings will be noted as '**Non-standard**' under the relevant 'Risk Location' and any further details will be shown under 'DETAILS OF ANY AMENDMENTS TO THE ABOVE STATEMENT OF FACTS DECLARED TO US'.

Policy number: **CCP 6056839**

Effective from: **2/07/17**

Client ('you/your'): **The Hall Get Involved Ltd**

**COVER DETAILS**

**The following statements numbered 10 to 19 inclusive are only applicable if the appropriate section of cover is shown as operative on your schedule**

- 10) For property cover, you confirm that the buildings and outbuildings (including contents therein) at each premises to be insured are:
- kept in a good state of repair and are not undergoing alterations, renovations or repair beyond that of normal upkeep and maintenance work
  - occupied and used in accordance with your charitable activities and there are not any unoccupied, in whole or part, buildings
  - not in an area where flooding has occurred
  - not sited on a flood plain or within 400 metres of any body of water e.g. river, lake, stream or other watercourse
  - not located on sites that have any unusual features e.g. a bridge, railway line, river, lake, mine, quarry, gravel pit, well or cliff.
- 11) For subsidence cover, you confirm that each of the premises to be insured:
- are free from any signs (e.g. cracking) of:
    - subsidence (downward movement of the ground beneath the buildings other than by settlement)
    - heave (upward movement of the ground beneath the buildings as a result of the soil expanding)
    - landslip (downward movement of sloping ground)
    - settlement (downward movement as a result of the soil being compressed by the weight of the buildings within 10 years of construction)
  - has not had underpinning or remedial action of any type in connection with subsidence, heave, landslip or coastal or river erosion.
- 12) For contents cover you confirm that you meet our minimum standard of physical security or any additional specific protections agreed, at each premises to be insured, and that you will maintain those protections at all times in efficient working order, and keep them in effective operation.
- 13) For liability cover, you confirm that:
- all your charitable and recreational activities (including fund-raising events) have been disclosed to us and specified in the policy wording and schedule or by endorsement or otherwise agreed by us in writing
  - those treatments or professional services you require cover for have been disclosed to us and specified in the schedule
  - you always ensure that established codes of practice and safety are complied with for such activities or work
  - none of your activities involve any work on ships, offshore installations or at oil or gas refineries, chemical works or airports
  - any sub-contractor working for you must have in force their own liability insurance which provides cover for their sub-contract activities
  - any manual work undertaken away from your premises or any work abroad (other than clerical work while on a temporary visit abroad) has been disclosed to us and specified in the policy and/or by endorsement or otherwise agreed by us in writing.
- 14) For liability cover, in respect of any activities involving young people (under 18 years) or vulnerable adults:
- you comply with all statutory and other regulations imposed by any authority, and
  - your written safeguarding policy is fully complied with at all times and regularly reviewed (at least annually), and
  - all persons working with such people have been advised to the Disclosure and Barring Service (DBS) or authorised statutory body.
- You have confirmed a written safeguarding policy is in place.**
- 15) For products liability cover, you confirm that:
- you have not or do not sell or supply
    - products incorporated into any aircraft, spacecraft, watercraft or mechanically propelled vehicles
    - products incorporated into any gas, chemical, petrochemical or power generation plant
    - medical, surgical, dental, pharmaceutical or therapeutic products
    - or export products to the United States of America or Canada.
  - any manufacture, processing, servicing, repairing, testing or assembly of components or complete articles have been disclosed to us and specified in the policy and/or by endorsement or otherwise agreed by us in writing
  - records of all products supplied (including their instructions for use and warnings) and details of the quality control system used are retained by you.
- 16) For professional indemnity and/or libel and slander (defamation) cover, you confirm that there has not been any incident that may give rise to threatened actions or lawsuits in respect of any of your publications, statements or broadcasts.
- 17) For fidelity guarantee cover, you confirm that you comply with our special requirements for 'best practice'.
- 18) For loss of licence cover (premises licence with a designated premises supervisor or a Club Qualifying Certificate), you confirm that there has not been any review of the premises licence resulting from a police closure order or representation by any interested party.
- 19) For trustees' and directors' indemnity cover, you confirm that:
- your governing documents do not prohibit the purchase of trustees' and directors' indemnity insurance
  - your most recent annual financial report and accounts were independently examined or audited, where required by any regulatory body governing your organisation, and were not qualified in any way
  - you are able to pay the organisation's debts as they fall due
  - you are not aware (after making enquiries of your trustees, directors and officers) of any circumstances that might lead to a claim.

Ansvar Insurance, Ansvar House, St Leonards Road, Eastbourne, East Sussex, BN21 3UR  
Phone: 0345 60 20 999 or 01323 737541 Email: [ansvar.insurance@ansvar.co.uk](mailto:ansvar.insurance@ansvar.co.uk) Website: [www.ansvar.co.uk](http://www.ansvar.co.uk)

Policy number: **CCP 6056839**

Effective from: **2/07/17**

Client ('you/your'): **The Hall Get Involved Ltd**

**DETAILS OF ANY AMENDMENTS TO THE ABOVE STATEMENT OF FACTS DECLARED TO US**

**None**

Risk Location: **16-17 Exeter Street Brighton East Sussex BN1 5PG**

Construction: **Standard**

Intruder alarm type: **No Alarm**

Stock description: **None**

Claims details: **None**

Date built: **1900**

Signalling: **No Alarm**

## Hirers' Public Liability Summary of Cover

Subject to agreement by our policyholder, public liability insurance is available to charitable organisations, voluntary organisations, not-for-profit groups and individuals using our policyholder's premises when hired or loaned out to them.

### Policyholder details

Name of policyholder: (being the person, company or organisation from whom the premises are hired)	The Hall Get Involved Ltd
Policyholder's policy number:	CCP 6056839

### Hirers' details

Name of hirer:	
----------------	--

### Instructions for:

#### 1) ANSVAR POLICYHOLDER

- If you agree to provide a hirer of your premises cover under your policy for public liability (whether or not a charge has been included), then a copy of this summary and the Hirers' Public Liability Extension should be provided to the hirer.
- You should keep a record of each hire or loan of the premises.
- Any tenants or sub-tenants using your premises should arrange separate insurance cover in their own name as the Hirers' Public Liability Extension is not designed to provide the cover they would need.

#### 2) HIRER OF THE POLICYHOLDER'S PREMISES

- This summary outlines the main features of cover and significant exclusions that applies to you.
- Do read the Hirers' Public Liability Extension (you should be given a copy of this document by the policyholder) that contains all the terms, conditions, exclusions and special requirements that you need to comply with.
- Hirers' Public Liability Extension is provided in respect of the use of our policyholder's premises only and does not extend to your activities at any other location.
- It is your responsibility to check with the policyholder that their insurance policy has not been cancelled and that the period of insurance covers the date(s) when you use the premises.
- The Hirers' Public Liability Extension may not be sufficient to meet your insurance needs and you should consider obtaining advice from an insurance advisor about having your own insurance policy.
- At the request of the policyholder, we will defend claims and pay for damages to third parties if you are found to be legally liable.

### Making a claim

- If a claim is made against the hirer, then the hirer must notify the policyholder as soon as is reasonably possible.
- The policyholder must not delay in advising us or their insurance advisor about a claim.
- Should the hirer notify us in the first instance, we will need to obtain a request to deal with the claim from our policyholder.
- The hirer and the policyholder must not make any promise to pay a claim.
- Any letter or document in respect of a claim must be sent immediately to us unanswered.

Our 24-hour claims number is 0345 606 0431.

Our address is Ansvr Insurance, Ansvr House, St Leonard's Road, Eastbourne. East Sussex, BN21 3UR.

## Summary of Hirers' Public Liability cover

### Cover and limits

Hirers liability - legal liability for injury to the public or damage to their property by persons or organisations hiring the policyholder's premises under a contractual agreement during the period of insurance and occurring at the premises in the course of the hirers' activities

A minimum indemnity limit of £2,000,000 for any one claim including costs and expenses (a higher indemnity limit may apply depending on the type of policy or if selected by the policyholder)

### Significant exclusions

£250 excess for third-party property damage  
Abuse (physical, sexual, medical or psychological) and insulting behaviour  
Bodily injury to a hirer's employee or volunteer  
Contractual liability  
Commercial organisations for their business activities  
Defamation, libel and slander  
Fines or penalties  
Firework displays or bonfire events  
Goods sold or supplied other than food or drink at the premises  
Professional advice, error or services  
Property being worked upon  
Specified excluded activities or activities involving the use of specified excluded items  
Terrorism  
Treatment other than first aid  
Use of mechanically propelled vehicles  
Use of the premises by political, lobbying or activist groups

## Special requirements

- These are aimed at reducing the risk of liability for loss, damage or injury.
- They only apply if they relate to the hirer's activities.
- We will not pay a claim (unless we say otherwise) if the hirer fails to keep to a special requirement.
- See the Hirers' Public Liability Extension document for full details of the special requirements.

### Special requirements

Using bouncy castles and other land based inflatables or trampolines  
Use of gym equipment  
Use of a baptistry  
Face painting and henna tattoos  
Fixed outdoor adventure and playground equipment

### Summary of special requirements

Supervision and safety requirements for equipment  
Supervision and training  
Safety checks and procedures  
Safety procedures and hygiene precautions  
Supervision

## Complaints procedure

If you have any reason to complain about the advice or services you have received, please contact us as soon as possible. Full details of our complaints procedure are contained within the Hirers' Public Liability Extension document.

### Ansvar Insurance

Ansvar House, St Leonards Road  
Eastbourne, East Sussex, BN21 3UR

Phone: **0345 60 20 999** or **01323 737541**

Email: [ansvar.insurance@ansvar.co.uk](mailto:ansvar.insurance@ansvar.co.uk)

[www.ansvar.co.uk](http://www.ansvar.co.uk)

### Business division of:

Ecclesiastical Insurance Office plc  
Registered office: Beaufort House  
Brunswick Road, Gloucester, GL1 1JZ  
Registered number: 24869 England

### Member of:

Association of British Insurers

Ansvar is a trading name of Ecclesiastical Insurance Office who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. You can check this on the Financial Services Register at: [www.fca.org.uk/register/](http://www.fca.org.uk/register/)  
Phone: **0800 111 6768**

All content © Ecclesiastical Insurance Office plc 2017  
UW146.1(CCPHLS) 01/17

#### 436 HIRERS' PUBLIC LIABILITY EXTENSION (£3M INDEMNITY LIMIT)

The extension of cover by this endorsement forms part of the insurance **we** provide to **our policyholder** under the terms, exceptions and conditions of their policy with **us** subject to the variations set out in this endorsement.

#### Definitions

Some words or phrases used in this endorsement are in **bold italics** and have the particular meanings that are stated below unless otherwise specified. If they are not in **bold italics** then their normal everyday meaning will apply. These definitions apply equally where used in the singular or plural unless otherwise stated. The definitions below apply solely in respect of the cover under this endorsement.

<b>act of terrorism</b>	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
<b>agreement</b>	the hire or loan contract between the <b>policyholder</b> and the <b>hirer</b> concerning the use of the <b>premises</b>  The following is not included under an <b>agreement</b> : a) any form of tenancy agreement for the <b>premises</b>
<b>asbestos</b>	asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos, asbestos fibres or any derivatives of asbestos
<b>bodily injury</b>	death, illness, injury or disease
<b>claim</b>	the <b>policyholder's</b> request to <b>us</b> for indemnity, reimbursement or benefit under the terms of this endorsement, provided that a claim includes a single loss or series of losses arising from one event consequent on or attributable to one source or original cause
<b>costs and expenses</b>	<ul style="list-style-type: none"><li>• legal costs and expenses recoverable from the <b>hirer</b> by any claimant</li><li>• defence costs and expenses of the <b>hirer</b> incurred with <b>our</b> written consent</li></ul>
<b>damage / damaged</b>	physical loss, destruction or damage
<b>defamation</b>	defamation, libel, slander and slander of title to goods
<b>excess</b>	the first amount of each and every agreed <b>claim</b> that the <b>hirer</b> will be asked to pay
<b>hirer</b>	the person or organisation hiring or loaning the <b>premises</b> under an <b>agreement</b> with the <b>policyholder</b>
<b>hirer's employee</b>	any person: <ul style="list-style-type: none"><li>• under a contract of service or apprenticeship with the <b>hirer</b></li><li>• who is hired to, supplied to or borrowed by the <b>hirer</b></li><li>• engaged under a work experience or similar scheme</li><li>• helping as a volunteer</li></ul> while under the <b>hirer's</b> direct control and supervision and working for the <b>hirer</b> at the <b>premises</b> in connection with the <b>agreement</b>
<b>period of insurance</b>	the period of hire under the <b>agreement</b> provided this period does not exceed the expiry or cancellation date of the <b>policyholder's</b> policy
<b>policyholder</b>	the person(s), company or organisation (including a body of trustees or board of directors) for whom <b>we</b> provide this insurance and from whom the <b>hirer</b> has hired the <b>premises</b> under the <b>agreement</b>
<b>premises</b>	the premises at the location insured by <b>us</b> under the <b>policyholder's</b> policy
<b>we / us / our</b>	Ansvar Insurance - a business division of Ecclesiastical Insurance Office plc

Continued...

#### 436 HIRERS' PUBLIC LIABILITY EXTENSION (£3M INDEMNITY LIMIT)

Continued...

The following extension is added to section 8 of the policy for **our policyholder**:

##### WHAT IS COVERED

At the **policyholder's** request **we** will indemnify the **hirer** for all sums which the **hirer** becomes legally liable to pay as damages and **costs and expenses** following a claim against them for accidental:

- **bodily injury** to any person
  - **damage** to the **premises** or its contents belonging to the **policyholder** or for which the **policyholder** is responsible
  - **damage** to other material property not belonging to nor in the custody or control of the **hirer**
- occurring during the **period of insurance** in connection with the **hirers'** activities and happening at the **premises**, provided the **hirer** keeps to all the terms of this endorsement.

Within **costs and expenses**, **we** will also pay the cost of legal representation at any Coroner's Inquest, Fatal Accident Inquiry or Court of Summary Jurisdiction incurred with **our** written consent.

##### WHAT IS NOT COVERED

1. £250 **excess** for each **claim** for **damage** to material property or the **premises**.
2. Liability covered by any other policy or indemnity.
3. **Damage** to material property:
  - a) or any part on which the **hirer** or any **hirer's employee** is or has been working where the **damage** results from such work
  - b) belonging to or held in trust by the **hirer** or borrowed, rented, leased or hired for use by the **hirer** other than:
    - i. personal property (including vehicles and contents) of the **hirer's** visitors, partners, directors or **hirer's employees**
    - ii. the **premises** or its contents hired under the **agreement**.
4. Fines, penalties or punitive, exemplary, aggravated or multiplied damages.
5. Liquidated damages.
6. Any compensation awarded by a court of criminal jurisdiction.
7. Liability directly or indirectly caused by, resulting from or in connection with:
  - a) an **act of terrorism** regardless of any other contributory cause
  - b) any action taken in controlling, preventing, suppressing or in any way relating to an **act of terrorism**.If **we** allege that by reason of this exclusion any **claim** is not covered by this endorsement the burden of proving the contrary shall be upon the **hirer**.
8. Any liability directly or indirectly arising out of, or in any way connected with, any actual or alleged:
  - a) physical or psychological abuse, or
  - b) the intentional inappropriate administration or non-administration of any drug, medicine or substance, or
  - c) conduct of a sexual nature including sexual molestation, assault, gratification, coercion, harassment or pressure of any kind, or
  - d) repeated or continuing threatening abusive or insulting words or behaviour.
9. Liability arising from:
  - a) **bodily injury** to any **hirer's employee**
  - b) use of the **premises** by any lobbying, political or activist groups
  - c) any of the following activities:  
abseiling, aerial activities of any kind, air rifle or clay pigeon shooting, archery, American football or Australian rules football, animal riding of any kind, assault courses, climbing (other than children's playground equipment), firewalking, firework displays or bonfire events, forest school activities, Gaelic football, go-karting, gymnastics, javelin throwing, martial arts or fighting sports of any kind, Olympic style weightlifting, paint-balling, parkour or freerunning, powerlifting, professional sport of any kind, racing or time trials (other than on foot), rugby, water activities of any kind (other than swimming) or zorbing
  - d) football where:
    - i. the **hirer's** football team(s) is (are) participating in a league system (including official training and practice sessions)
    - ii. the **hirer** manages, controls or organises a football league system
  - e) any activity that involves the use of:  
airborne lanterns, bicycles (other than for normal road use), cables or wires, climbing walls, elastic ropes, fireworks or explosive items, land or kite or fly boards of any kind, land or sand or ice yachts of any kind, motorised fairground rides, water based play inflatables, roller blades, rope courses, sandboards, skates, skateboards, skis, sleds, snowboards, snowtubes of any kind, toboggans, weaponry or zip wires
  - f) use of the **premises** by commercial organisations for business activities
  - g) error or omission in the provision of professional services
  - h) treatment of any kind (other than first aid)
  - i) counselling, advice, design, formula or specification whether given for a fee or not
  - j) **defamation**
  - k) or caused by goods (including their containers, packaging, labelling or instructions) sold, supplied, hired out, constructed, installed, erected, serviced, repaired, altered, processed, treated or otherwise worked upon by or on behalf of the **hirer** other than food or drink sold or supplied by the **hirer** for consumption on the **premises** in connection with the **hirer's** activities
  - l) ownership, possession or use by the **hirer**, or on the **hirer's** behalf, or any person entitled to cover under this extension, of any:
    - i. watercraft (other than hand or foot propelled) and craft designed to travel through air or space
    - ii. mechanically propelled vehicles (other than loading and unloading unless cover is provided by any other policy)
  - m) **damage** to, or the cost incurred by anyone in recalling, replacing, repairing or reinstating goods, or in making any refund on the price paid for any goods sold or supplied

Continued...

436 HIRERS' PUBLIC LIABILITY EXTENSION (£3M INDEMNITY LIMIT)

Continued...

- n) an agreement unless liability would have existed without the agreement
  - o) any offence under the Corporate Manslaughter and Corporate Homicide Act 2007 or any replacement or amending legislation committed or alleged to have been committed by the **hirer**.
10. **Damage**, consequential loss, liability, cost 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 insured and are being prepared, stored or used in the normal course of operations by the **hirer** or **policyholder** 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.
11. **Damage**, consequential loss, liability, cost or expense 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.
12. Any liability, cost or expense arising from pollution or contamination other than 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 time such incident takes place.  
Pollution or contamination shall be deemed to mean:
- a) all pollution or contamination of buildings or other structures or water or land or the atmosphere; and
  - b) all **damage** or **bodily injury** directly or indirectly caused by such pollution or contamination.
13. Any liability arising from **damage** to information represented or stored electronically including but not limited to code or series of instructions, operating systems, software programs or firmware.
14. Any liability arising directly or indirectly from:
- a) any mining, processing, manufacturing, removing, handling, disposing of, treatment of, distributing or storing of **asbestos**
  - b) fears of the consequences of exposure to, or inhalation of **asbestos**.
15. Any **claim** if the **hirer** failed to comply with a special requirement and such failure caused, or worsened the liability, unless otherwise stated in the special requirement.

Special requirements for Hirers' Public Liability Extension

Where the stated activity is undertaken by the **hirer**, the **hirer** is required as a condition precedent to **our** liability:

1 USE OF BOUNCY CASTLES, OTHER LAND-BASED INFLATABLES OR TRAMPOLINES

- a) if the **hirer** uses any bouncy castle and/or any other land-based inflatable, to ensure that:
  - access and use is controlled by an adult authorised by the **hirer** at all times
  - when used outside a building, it is securely anchored to the ground at each anchor point
  - each anchor point is signed, or otherwise marked to be made easily visible, and wrapped to prevent injury
  - soft matting is used to cover hard surfaces adjacent to the front or any open sides where there is a risk of injury from falling from the inflatable.

SPECIAL NOTES RELATING TO BOUNCY CASTLES (not forming part of this policy wording)

Those who use bouncy castles are at an increased risk of injury, particularly children and others who may not be aware of the dangers. Where you provide, or are responsible for, bouncy castles we expect you to take extra care to prevent injuries by making sure measures are put in place that help reduce this risk and our guidelines are:

- a) to follow the manufacturer's or supplier's safety recommendations
- b) requiring children to remove sharp articles like shoes, buckles or jewellery
- c) not allowing overcrowding, particularly by children (to help prevent knocking into each other)
- d) not allowing a mix of large and small children at the same time (to avoid larger children crushing the smaller ones)
- e) not allowing use by adults and children at the same time
- f) not allowing any access to the very youngest children, e.g. under 2 years old.

2 USE OF GYM EQUIPMENT

to take reasonable precautions to ensure that any gym facility or equipment the **policyholder** provides to the **hirer**, and any of the **hirer's** own gym equipment, are not used by any unauthorised persons and that:

- any equipment for Olympic-style weightlifting or powerlifting is not used
- they are supervised by a qualified gym instructor at all times when in use, or
- they are only used by unsupervised persons who have undergone an induction or training course held by a qualified gym instructor and then been authorised by the **hirer**.

Continued...

#### 436 HIRERS' PUBLIC LIABILITY EXTENSION (£3M INDEMNITY LIMIT)

Continued...

Special requirements for Hirers' Public Liability Extension

Where the stated activity is undertaken by the **hirer**, the **hirer** is required as a condition precedent to **our** liability:

##### 3 USE OF A BAPTISTRY

to ensure that any baptistry used must:

- always be attended by a responsible person authorised by the **hirer** when it is being filled with water
- be attended by a responsible person authorised by the **hirer** or roped off or warning notice displayed when the baptistry cover is removed
- before anyone enters the water have the electrical heating apparatus to the baptistry turned off and disconnected from the mains supply and checked by a responsible person authorised by the **hirer**
- if portable, be checked by a responsible person authorised by the **hirer** before each use to ensure that it remains in good condition and that there are no apparent defects that might cause **bodily injury** or **damage**.

##### 4 FACE PAINTING AND HENNA TATTOOS

if the **hirer** applies any face paints or henna tattoos, to ensure that they are not applied to any person:

- under three years old
- who has open cuts or sores on their face
- who has a cold sore or conjunctivitis or any other known infectious skin condition

and in addition the **hirer** must:

- carry out a skin test prior to the application of any face paints or henna tattoos where any person has food allergies or allergic reactions to soaps, skin creams and the like
- clean any equipment before each application
- only use professional face paints and henna tattoos that comply with current safety legislation or regulations.

##### 5 FIXED OUTDOOR ADVENTURE AND PLAYGROUND EQUIPMENT

if the **hirer** uses any fixed outdoor adventure or children's playground equipment at the **premises**, to ensure that it is supervised by responsible persons authorised by the **hirer** at all times when in use.

Claims settlement for Hirers' Public Liability Extension

The most **we** will pay, including **costs and expenses**, for:

- all **claims** in total if more than one party is entitled to cover for the same occurrence
- all **claims**, in any one **period of insurance**:
  - caused by food or drink sold or supplied
  - arising from pollution or contamination
- any **claim** for liability other than relating to food or drink sold or supplied or pollution or contamination

is £3,000,000.

This limit forms part of, and is not in addition to, the indemnity limit for the **policyholder's** Public and Products Liability cover.

General Conditions for Hirers' Public Liability Extension

##### 1. LANGUAGE AND LAW APPLICABLE

**We** will communicate with the **policyholder** and the **hirer** in English at all times.

Cover under this endorsement shall be governed by and construed in accordance with the law of England and Wales unless the **policyholder's** legally registered address is located in Scotland in which case the law of Scotland shall apply. If there is any dispute as to which law applies it shall be English law.

##### 2. RIGHTS OF THIRD PARTIES

A person or company who is not party to this policy or endorsement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy or endorsement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

##### 3. CANCELLATION

If the **policyholder's** policy is cancelled in accordance with its terms and conditions then the insurance by this endorsement is cancelled at the same time and cover for any hiring after the cancellation date of the policy will accordingly no longer be effective.

It is the **policyholder's** responsibility to advise the **hirer** of cancellation that affects any **agreement**.

Continued...

#### 436 HIRERS' PUBLIC LIABILITY EXTENSION (£3M INDEMNITY LIMIT)

Continued...

#### General Conditions for Hirers' Public Liability Extension

##### 4. FRAUD

If the **hirer** or anyone acting for the **hirer** or any other person claiming to obtain benefit under this endorsement:

- make(s) a false, fraudulent or exaggerated **claim**
- support(s) a **claim** by any false or fraudulent document, device or statement
- cause(s) an event by a wilful or wrongful act which results in a **claim**

then **we**:

- will not pay the **claim** and **we** have the right to recover from the **hirer** any part payments made prior to discovery of the fraudulent act
- have the right to:
  - a) refuse any **claim** arising after a fraudulent act
  - b) cancel the cover by this endorsement from the date of a fraudulent act even if this policy or endorsement expired before the discovery of the fraudulent act  
(If **we** cancel this endorsement, **we** will notify the **policyholder** in writing by special delivery to the **policyholder's** last known address)
  - c) keep the premium.

**We** will still remain responsible for legitimate **claims** before the fraudulent act.

##### 5. CLAIMS PROCEDURE (POLICYHOLDER AND HIRER'S DUTIES)

It is a condition precedent to **our** liability under this extension that the **policyholder** and the **hirer** comply with the following (at their expense).

a) When the:

- **hirer** becomes aware of a possible **claim**, the **hirer** shall notify the **policyholder** as soon as is reasonably possible,
- **policyholder** becomes aware of a possible **claim**, the **policyholder** shall notify **us** as soon as is reasonably possible.

b) If the **claim** relates to, or includes, any allegations or proceedings made against the **hirer**, or any person who is entitled to indemnity under this extension, the **policyholder** and the **hirer** shall:

- not admit, deny, negotiate or agree a settlement without **our** written consent
- send to **us**, unanswered, every writ, summons or other communication immediately it is received without making any acknowledgement
- send to **us** written details of any related inquest, legal inquiry, prosecution or procedure immediately it is known to the **policyholder** or the **hirer**.

c) The **policyholder** and the **hirer** shall:

- give all assistance, information and documentation **we** may reasonably require within any reasonable timescales **we** may set
- not abandon any property to **us**.

d) If requested by **us** the **policyholder** or the **hirer** shall:

- complete **our** appropriate claim form
- provide a statutory declaration of the truth of the **claim**.

**We** will not deal with, continue to deal with or pay, any **claim** if the **policyholder** or the **hirer** fail to comply with any part of this condition where such failure adversely affected **our** liability for, or the amount of, any **claim**. Any payment on account of a **claim** already made by **us** shall be repaid to **us**.

##### 6. CLAIMS PROCEDURE (OUR RIGHTS)

If the **policyholder** agrees that **we** may indemnify the **hirer** for a **claim** under this extension, **we** have the right to:

- settle any liability **claim** by payment of the indemnity limit (less any sum or sums already paid or incurred) or any less amount for which, at **our** discretion, the **claim** can be settled. **We** will then relinquish control of the **claim** and be under no further liability
- at any time, and at **our** expense, to:
  - i. start, take over, defend and conduct any legal action in the name of the **hirer**
  - ii. prosecute in the name of the **hirer** for **our** benefit any **claim** for indemnity or damagesand **we** will have full discretion in the conduct and settlement of any such action.

##### 7. OTHER INSURANCE

If at the time any **claim** arises under this extension the **policyholder** or the **hirer** is, or would be, but for the existence of this extension, entitled to cover under any other insurance, **we** will only pay for any additional amount beyond the amount which would have been payable under such other insurance had this extension not been effected.

##### 8. ARBITRATION

Provided **we** have admitted liability for a **claim**, any unresolved dispute as to the amount to be paid shall be referred to arbitration in accordance with the statutory provisions in force at the time to:

- an agreed arbitrator, or if an arbitrator cannot be agreed
- an arbitrator appointed by the Chartered Institute of Arbitrators following a request from either party provided they have given seven days written notice to the other party.

The **policyholder** must not take legal action against **us** over the dispute before the arbitrator has reached a decision.

Continued...

#### 436 HIRERS' PUBLIC LIABILITY EXTENSION (£3M INDEMNITY LIMIT)

Continued...

#### General Conditions for Hirers' Public Liability Extension

##### 9. SANCTIONS

**We** shall not provide any cover under this policy or be liable to pay any **claim** or provide any benefit to the extent that the provision of such cover, payment of such **claim** or provision of such benefit would expose **us** 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 **period of insurance you** or **we** may cancel that part of this policy which is affected with immediate effect by giving such notice in writing.

In such circumstances, **we** shall return a proportionate premium for the unexpired period of cover provided no **claims** have been paid or are outstanding.

##### 10. REASONABLE CARE (HIRER'S DUTIES)

At all times during the currency of this extension, the **hirer** must take reasonable steps to ensure:

- appropriate precautions are in place to prevent accidents, **damage** or **bodily injury**
- any property on hire from the **policyholder** is protected
- appropriate care in the selection and supervision of the **hirer's employees**
- all statutory and other obligations and regulations imposed by any authority are complied with.

## Complaints procedure

If you are unhappy with our products or service, please contact us as soon as possible.

You can complain in writing or by phone at any time to:

Ansvar Insurance  
Ansvar House, St Leonards Road, Eastbourne, East Sussex, BN21 3UR  
Phone: **0345 60 20 999** or **01323 737541**  
Email: [ansvar.insurance@ansvar.co.uk](mailto:ansvar.insurance@ansvar.co.uk)

## Our promise to you

We will aim to resolve your complaint within one business day.

To resolve your complaint we will:

- investigate your complaint thoroughly and impartially.
- keep you informed of the progress of the investigation; and
- respond in writing to your complaint as soon as possible.
- For more complicated issues, we may need a little longer to investigate and we may ask you for more information to help us reach a decision.

If you are not satisfied with our response, or if we have not completed our investigation within eight weeks, we will tell you about your right to take the complaint to:

Financial Ombudsman Service  
Exchange Tower, London, E14 9SR  
Phone: **0800 023 4567**  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

If you have bought your insurance online, you can also register your complaint on the Online Dispute Resolution website which has been set up by the European Commission.

Website: <http://ec.europa.eu/consumers/odr/>

This complaints procedure does not affect your right to take legal proceedings.

Ansvar Insurance  
Ansvar House, St Leonards Road  
Eastbourne, East Sussex, BN21 3UR  
  
Phone: 0345 60 20 999 or 01323 737541  
Email: [ansvar.insurance@ansvar.co.uk](mailto:ansvar.insurance@ansvar.co.uk)  
[www.ansvar.co.uk](http://www.ansvar.co.uk)

Business division of:  
Ecclesiastical Insurance Office plc  
Registered office: Beaufort House  
Brunswick Road, Gloucester GL1 1JZ  
Registered number: 24869 England

Member of:  
Association of British Insurers

Ansvar is a trading name of Ecclesiastical Insurance Office who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. You can check this on the Financial Services Register at: [www.fca.org.uk/register/](http://www.fca.org.uk/register/)  
Phone: 0800 111 6768

All content © Ecclesiastical Insurance Office plc 2017  
UW151(HL3M) 01/17