

# CASE Insurance Policy Schedule

**Policy Number:** 009379/06/19 - Schedule Number 1  
**Policy Type :** CaSE Select Liability

*This policy is issued by aQmen Underwriting Services on behalf of Insurers (and in accordance with UMR and contract number(s)) as set out below (or renewal(s) or replacement(s) thereof). Please refer to the Several Liability Clause (LMA5096 (Combined Certificate)) under Special Conditions and Endorsements of this Schedule, which contains important information regarding the several liability of Insurers.*

<b>Insurer(s):</b> All Sections except as noted below:	Brit Insurance - Lloyd's Synd 2987 - CaSE Combined under Contract No. JAD55S18A000
Section 15 Legal Expenses	Not Operative
Section 16 Professional Indemnity	Not Operative
Section 18 Cyber and Commercial Loss Recovery	Not Operative

**Authorised Signatory:**



**Effective Date of Schedule:** 24 June 2019

**Period of Insurance:** From 24 June 2019 to 23 June 2020 (both days inclusive)  
And any subsequent period for which renewal of the Policy is agreed.

First Premium in respect of this Schedule Number 1:

Total Premium:	£ 100.00
Insurance Premium Tax(12%)	£ 12.00
Policy Fee:	£ 25.00
<b>Total Amount Due:</b>	<b>£ 137.00</b>

**Long-Term Undertaking:** Not Applicable

**Name of Insured:** The Officers, Committee and Members for the time being of Friends of Darrick and Newstead Woods  
Being the *Charity or Social Enterprise*

**Trading As:** Not Applicable

**Name of Agent:** Unity Insurance Services

**Correspondence Address:** Suites 10 & 10A The Quadrant, 60 Marlborough Road, Lancing Business Park, Lancing, West Sussex BN15 8UW

**Principal Risk Address:** Darrick Common, Crofton Avenue, Orpington, Kent BR6 7UB

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

**Business Description:** Charity or Social Enterprise, and as per Policy.  
Carrying on *Business and/or Business Activities* as defined within the Policy  
Community group providing *light manual* park maintenance and occasional community events for up to 500 attendees only.  
And as may otherwise be endorsed herein

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### Preamble

In consideration of the *Insured* paying to the *Insurer* the premium stated in the *Schedule* and in reliance upon the Statement of Fact the *Insurer* agrees to provide insurance in the terms of this Policy.

Any word or expression to which a specific meaning has been attached shall bear the same meaning wherever it appears. The liability of the *Insurer* during the *Period of Insurance* shall in no case exceed the amount of the relevant *Sum Insured* or *Limit of Indemnity* set out below (or such other sum or limit as may be substituted by Special Condition or Endorsement hereon signed for and on behalf of the *Insurer*).

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

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

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

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## Claims Notifications

In the event of a claim:

For **Property Loss or Damage** is covered under Sections 1 and 3. **Interruption to your Business** following Property Damage is covered under Section 2 or **Money, Good In Transit, Loss of Licence and/or Registration Certificate, Group Personal Accident** (where an Employee is injured but you are not necessarily liable as an employer), give immediate notice to Brit via the dedicated 24/7 Property **Claims Service**:

**Email:** [Britukproperty@broadspiretpa.co.uk](mailto:Britukproperty@broadspiretpa.co.uk)

**Telephone:** 01908 302 214

**For Claims made against you for Injury to your Employees** for which you may be liable as an employer is covered under Section 9, or **Bodily Injury and Property Damage**, which you are liable for causing to others, are covered under Section 10 (or Section 11 if this arises from a product), or for **Voluntary Drivers Excess and No Claims Bonus Protection** give immediate notice to Brit via the dedicated 24/7 Casualty Claims Service:

**Email:** [brit@crawco.co.uk](mailto:brit@crawco.co.uk)

**Telephone:** 01908 302080

**For claims under Section 15 Legal Expenses** - A claim form can be downloaded at [www.arag.co.uk/newclaims](http://www.arag.co.uk/newclaims) or requested by telephoning ARAG on **0330 303 1955** between 9am and 5pm weekdays (except bank holidays).

**For Claims under Section 16 Professional Indemnity** - Contact Aviva by email at [prclms@aviva.com](mailto:prclms@aviva.com) or by telephone on **0207 157 2569** or by writing to:

The Senior Claims Manager  
Aviva Global Corporate & Specialty  
Level 18 St Helen's  
1 Undershaft  
London  
EC3P 3DQ

**For Claims under Section 17 Executive Risks - Trustees, Directors or Officers Liability** If you are a Trustee or Director and find that the organisation (or you personally) are facing a potential claim against you for a wrongful act and, where applicable

- **Extension 1 for Fidelity (or Section 7)**  
If you encounter Theft of Money by an Employee (Fidelity)
- **Extension 2 for Professional Indemnity**  
If a Claim is made against you for Breach of Professional Duty (for example, as a result of advice you provide to others)
- **Extension 3 for Employment Practices Liability**  
If a Claim is made against you for breaches of employment regulations.

Contact Brit Syndicates directly for formal claim notification.

**Claims notification address:** Brit Syndicates Limited - Specialty Lines Claims Team, Brit Insurance, The Leadenhall Building, 122 Leadenhall Street, London, EC3V 4AB

**Email:** [dando.claimsnotices@britinsurance.com](mailto:dando.claimsnotices@britinsurance.com)

If general legal advice is sought regarding a claim or potential claim, please consult:

Brit Executive Risks Help Line: 08442 540 025

**Email:** [brit@bwblp.com](mailto:brit@bwblp.com).

**Address:** c/o Bates Wells & Braithwaite London LLP, 2-6 Cannon Street, London EC4M 6YH

Weekdays: 7.30am to midnight (9pm on Fridays) Weekends: Messages are recorded.

In order to ensure you are not prejudiced under your Legal Expenses policy, they may also refer you to Legal Expenses insurers

For claims under **Section 18 Lorega Cyber Loss Recovery**, please call the Lorega Cyber Recovery Emergency Line on 020 7767 3075

For claims under **Section 18 Lorega Property Damage Loss Recovery** please contact your insurance broker, or aQmen Underwriting Services on 0333 800 9858 or by email at [enquiries@aqmenunderwriting.co.uk](mailto:enquiries@aqmenunderwriting.co.uk).

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### Policy Sections and Sums Insured

The following *Sums Insured*, *Excess(es)*, Endorsements and Conditions apply to your Policy. If you have more than one *Premises*, the following are the total *Sums Insured* applicable to all *Premises* combined. Please refer to the Special Conditions and Endorsements, and to the Policy Wording for any other *Sums Insured* which may apply and/or amendments to standard Policy Sums Insured.

#### Section 1 - Property Damage All Risks

Not Insured

#### Section 2 - Business Interruption All Risks

Not Insured

#### Section 3 - Business Equipment All Risks

(Equipment used away from the *Premises* within the Territorial Limits as stated)

Not Insured

3	<u>Other Items:</u>	Not Applicable	Not Insured
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#### Section 4 - Terrorism

Not Insured

#### Section 5 - Equipment Breakdown

Not Insured

#### Section 6 - Money and Personal Accident Assault

Not Insured

#### Section 7 - Fidelity Guarantee

Not Insured

#### Section 8 - Goods in Transit

Not Insured

#### Section 9 - Employer's Liability

Description	Sums Insured / Limits
Employer's Liability - Any one <i>Event</i> (But £5,000,000 in respect of <i>Injury</i> arising from <i>Terrorism</i> )	£ 10,000,000

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### Section 10 - Public Liability

Description		Sums Insured / Limits
<b>Public liability</b> - Any one <i>Event</i>		£ 5,000,000
<b>Abuse and Molestation</b> ("Claims Made Basis")	- in the aggregate for the <i>Period of Insurance</i>	£ 5,000,000
Retroactive Date :	(if previously "Claims Made")	23/07/2015
<b>Care &amp; Treatment</b>	- in the aggregate for the <i>Period of Insurance</i>	£ 5,000,000
Retroactive Date :	(if previously "Claims Made")	Not Applicable
<b>Hirers' liability</b>	- Any one <i>Event</i>	£ 1,000,000

### Section 11 - Products Liability

Description		Sums Insured / Limits
Products liability	- in the aggregate for the <i>Period of Insurance</i>	£ 5,000,000

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## **Additional Liability Extensions also included:**

### Section 9 Employers' Liability, Section 10 Public Liability and Section 11 Products Liability Extensions

- 1 Automatic Acquisitions
- 2 Corporate Manslaughter Legal Defence Costs - Up to £2,500,000 in the aggregate (or Limit(s) stated in the *Schedule* if less but always in the aggregate).
- 3 Health and Safety at Work Legal Defence Costs
- 4 Compensation for Court Attendance - Any *Trustee, Director or Officer*: £500 / Any other *Employee*: £250
- 5 Indemnity to Principals

### Section 10 Public Liability Extensions

- 1 Contingent Motor Liability
- 3 Overseas Personal Liability Indemnity
- 4 Data Protection ("Claims Made") - £1,000,000 in the aggregate
- 5 Defective Premises Act
- 6 Libel and Slander ("Claims Made") - £250,000 in the aggregate.
- 7 Wrongful Arrest
- 8 Landowners' Indemnity
- 9 Cloakrooms - £1,000 any one article and £10,000 in the aggregate
- 10 Indemnity to Members Extension
- 11 Protests, Marches and Demonstrations

### Section 10 Public Liability and Section 11 Products Liability Extensions

- 2 Tenants Liability - Hired or Rented Buildings
- 3 *Pollution or Contamination* caused by a sudden, identifiable, unintended and unexpected happening
- 4 Cross Liabilities
- 5 Food Safety Act Legal Defence Costs
- 6 Legionellosis ("Claims Made") - Up to £1,000,000 in the aggregate (or Limit(s) stated in the *Schedule* if less but always in the aggregate).
- 7 Financial Loss ("Claims Made") - £250,000 in the aggregate
- 8 Advertising Liability ("Claims Made") - £250,000 in the aggregate

### Section 11 Products Liability Extensions

- 1 Consumer Protection Act

Full details are available in the Policy

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## **Section 12 - Loss of Registration or Licence**

Not Insured

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## **Section 13 - Motor Excess & Loss of No Claims Bonus Protection**

Not Insured

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## **Section 14 - Group Personal Accident**

Not Insured

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## **Section 15 - Legal Expenses** (administered by ARAG plc)

Not Insured

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### Section 15 - Legal Expenses (administered by ARAG plc)

#### Description

#### Sums Insured / Limits

Legal Protection - per claim unless specified:

Not Insured

#### Insuring Clauses:

Employment disputes

Employment compensation awards

Not Insured

Employment restrictive covenants

Tax disputes

Property

Legal defence

Compliance & Regulation

Statutory licence appeals

Loss of earnings

Personal Injury

Executive Suite

Contract disputes & Debt recovery

Crisis communication

### Section 16 - Professional Indemnity

Not Insured

### Section 17 - Executive Risks - Trustees, Directors or Officers Liability

Not Insured

### Section 18 - Cyber and Property Damage Loss Recovery

18a - Lorega Cyber Loss Recovery

Not Insured

18b - Lorega Property Claims Management

Not Insured

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### Policy Excesses

The following Excess(es) apply (and as otherwise stated in the Policy). The excess(es) / deductible(s) shown below represent the first amount of any claim which is payable by you and/or which may be deducted from amounts reimbursable to you under this policy.

Section	Description	Excess	Applicable
1	Property Damage All Risks	Not Insured	
	Subsidence	Not Insured	
2	Business Interruption All Risks	Not Insured	
3	Specified Business Equipment	Not Insured	
4	Terrorism	Not Insured	
5	Equipment Breakdown	Not Insured	
6	Money & Personal Accident Assault	Not Insured	
7	Fidelity Guarantee	Not Insured	
8	Goods in Transit	Not Insured	
9	Employer's Liability	Nil	any one <i>Event</i>
10	Public Liability	£ 250	any one <i>Event</i> for Third Party Property Damage
11	Products Liability	£ 250	any one <i>Event</i> for Third Party Property Damage
12	Loss of Registration or Licence	Not Insured	
13	Motor Excess & Loss of No Claims Bonus	Not Insured	
14	Group Personal Accident	Not Insured	
15	Legal Expenses	Not Insured	
16	Professional Indemnity	Not Insured	
17	Trustee Indemnity / Directors & Officers	Not Insured	
	Extension 1 Fidelity	Not Insured	
	Extension 2 Professional Indemnity	Not Insured	
	Extension 3 Employment Practices Liability	Not Insured	
18	Cyber or Commercial Loss Recovery	Not Insured	



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### Schedule of Locations and Location Specific Endorsements

Number of Premises: 1

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

Principal Risk Address: Darrick Common, Crofton Avenue, Orpington, Kent BR6 7UB

Location 1: Darrick Common, Crofton Avenue, Orpington, Kent BR6 7UB

Alarm Type:	Not Specified
Buildings Sum Insured (Declared Value):	Not insured
Subsidence Cover:	Not insured
Subject to Survey:	No
Terrorism Cover - Property Damage:	Not insured
Terrorism Cover - Business Interruption:	Not insured

Endorsements specific to this Location:

None

Other Premises Insured: None

## Special Conditions and Endorsements

*Breach of a Warranty or of a Condition Precedent to insurers' liability may entitle insurers to avoid liability for a claim or to avoid the policy in its entirety, or to cancel the policy and to reclaim any claims paid up to the date of cancellation.*

*Insurers may provide for the policy to incept with a condition to be resolved within a given period of time - if so, the full terms of such agreement are set out below. Once Insurers have reviewed the required information, You will be advised by Us whether Insurers require any amendments to the terms and conditions of this Policy*

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

#### Definition Change - *Light Manual* Endorsement

##### Applicable to Section 9 Employers' Liability, Section 10 Public Liability

The Definition of *Light Manual* is changed to mean activity of a light manual nature but not involving:

- 1 work requiring any special permit or licence, such as work on electrical circuits or gas equipment;
  - 2 indoor work at height greater than 3 (three) metres above ground or floor level; outdoor work at height over the gutter line or in any event greater than 8 (eight) metres above ground or floor level; excavation below ground or floor level greater than 1 (one) metre;
  - 3 use of mechanical or electrical plant, tools or equipment other than light electrical handyman and gardening tools and electric or petrol-driven lawn mowers which shall be deemed to include brush cutters, as long as they are used under supervision of suitably qualified persons;
  - 4 building, construction or environmental improvement work other than light landscaping, maintenance or decorating.
- Subject otherwise to the terms, conditions and exclusions of the Policy.

#### Retroactive Cover for `Claims Made` Care and Treatment Extension

##### Definition applicable to this Extension

##### Care and Treatment Retroactive Date

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

Section 10 Public Liability and Section 11 Products Liability are extended to include *Care and Treatment* previously insured on a "Claims Made" basis which arises in connection with the *Business* and which occurred within the *Territorial Limits* on or after the *Care and Treatment Retroactive Date* of 23/07/2015 and before 24/06/2019.

Provided that:

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

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

## Endorsements

### Reference

CCLP001^

#### Litter Picks Endorsement

##### Applicable to Sections 9 Employers' Liability, 10 Public Liability and 11 Products Liability

The *Insured* shall have in place a written Health and Safety Policy (deemed by the *Trustees, Directors or Officers* to be satisfactory) in respect of litter picks which:

- 1 establishes procedures for the handling of needles and drugs equipment; and
- 2 requires any *Employees*, including volunteers, or third parties to be informed of such procedures prior to the commencement of any litter pick activity.

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

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CCE0118^

### **Burning of Debris Endorsement**

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

When burning debris the *Insured* will ensure that:

- 1** fires are in a cleared area and at a distance of at least 10 (ten) metres from any property and from the perimeter boundary;
- 2** fires will not be left unattended whilst alight;
- 3** no accelerants are used on the bonfire;
- 4** suitable fire extinguishers are kept available at the scene of operations for immediate use;
- 5** fires are extinguished and a thorough check is made of the site at least one hour prior to leaving;
- 6** no household rubbish, rubber tyres, or anything containing plastic, foam or paint is to be burned.

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

**Policyholders 'Employers Reference Number (ERN)': Exempt**

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**Certificate of Employers' Liability Insurance**

(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 policy holder employs persons covered by the policy)

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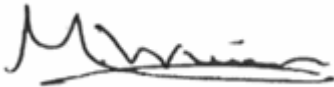
Policy No: 009379/06/19

1. Name of policy holder: Friends of Darrick and Newstead Woods
2. Date of Commencement of Insurance policy: 24 June 2019
3. Date of Expiry of Insurance policy: 23 June 2020

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 Guernsey, the Island of Jersey or the Island of Alderney, and
2. a) the minimum amount of cover provided by this policy is no less than £5 million,  
b) paragraph 2(b) does not apply and is deleted

Signed on behalf of Brit Syndicates Limited (Authorised Insurer)



**Matthew Wilson**  
Group Chief Executive Officer

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**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

**BRIT SYNDICATES LIMITED**  
THE LEADENHALL BUILDING  
122 LEADENHALL STREET  
LONDON EC3V 4AB

T . 020 38 57 00 00  
F . 020 38 57 00 01

REGISTERED IN ENGLAND AND WALES NO. 0824611  
AUTHORISED BY THE PRUDENTIAL REGULATION AUTHORITY AND REGULATED BY THE  
FINANCIAL CONDUCT AUTHORITY AND THE PRUDENTIAL REGULATION AUTHORITY

[WWW.BRITINSURANCE.COM](http://WWW.BRITINSURANCE.COM)

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## Certificate of Public Liability Insurance

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**Policy Number:** 009379/06/19

**Name of policy holder:** The Officers, Committee and Members for the time being of Friends of Darrick and Newstead Woods

**Date of Expiry of Insurance:** 23 June 2020

**Date of Commencement of Insurance:** 24 June 2019

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

### Indemnity Limit

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

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

This is to certify that on the date of issue of this certificate, the policyholder was insured under the above numbered policy subject to the terms and conditions agreed with Brit Syndicates Limited (Authorised Insurer)

**Date of Issue:** 13 June 2019

*This certificate does not form part of the policy or the policyholder's contract with Brit Syndicates Limited*

*Brit Syndicates Limited. Registered in England & Wales No. 00824611. Registered Office: The Leadenhall Building, 122 Leadenhall Street, London, England, EC3V 4AB Authorised and regulated by the Financial Conduct Authority and the Prudential Regulation Authority*

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



**Matthew Wilson**  
Group Chief Executive Officer