

CaSE Insurance Policy Schedule

Policy Number: 014251/06/18 - Schedule Number 1

Policy Type : CaSE Select Liability

This policy is issued by CaSE Insurance 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.

Insurer(s): All Sections except as noted below: QBE Insurance (Europe) Limited under Contract No. Y073339QBE0118A
Sections 14 and 16: Not Operative
Sections 15: Not Operative
Sections 19: Not Operative

Authorised Signatory:



Effective Date of Schedule: 24 June 2018

Period of Insurance: From 24 June 2018 to 23 June 2019 (both days inclusive)

First Premium in respect of this Schedule Number 1:

Total Premium: £ 100.00

Insurance Premium Tax (12%): £ 12.00

Policy Fee: £ 25.00

Total Amount Due: £ 137.00

Long-Term Undertaking: Not Applicable

Name of Insured: Friends of Downe Orchard

Being the *Charity or Social Enterprise* for the purposes of Section 14 and 16 of this policy

Trading As: Not Applicable

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

Principal Risk Address: Highfield, Rookery Road, Downe, Orpington, Kent BR6 7JQ

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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Policy Sections and Sums Insured

The following *Sums Insured*, *Excess(es)* 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 - Specified Business Equipment All Risks

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

Not Insured

Section 4 - Money and Personal Accident Assault

Not Insured

Section 5 - Goods in Transit

Not Insured

Section 6 - Terrorism

Not Insured

Section 7 - Employer's Liability

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

Section 8 - Public Liability

Description	Sums Insured / Limits
Public Liability - Any one Event (But £2,000,000 in respect of <i>Injury</i> arising from <i>Terrorism</i>)	£ 5,000,000
Abuse & Molestation (Claims Made Basis)	- in the Aggregate for the <i>Period of Insurance</i> £ 5,000,000
Care & Treatment (Claims Made Basis)	- in the Aggregate for the <i>Period of Insurance</i> £ 5,000,000
Hirers' Liability	- Any One Event Not Insured
Retroactive Date(s):	Abuse & Molestation: 24/06/2018
	Care & Treatment: 24/06/2018

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Section 9 - Products Liability

Description

Products liability
(But £2,000,000 in respect of from Terrorism)

- in the Aggregate for the *Period of Insurance*

Sums Insured / Limits

£ 5,000,000

Section 10 - Legal Expenses

Not Insured

Section 11 - Equipment Breakdown

Not Insured

Section 12 - Fidelity Guarantee

Not Insured

Section 13 - Group Personal Accident

Not Insured

Section 14 - Trustee Indemnity / Directors & Officers Liability

Not Insured

Section 15 - Professional Indemnity

Not Insured

Section 16 - Employment Practices Liability

Not Insured

Section 17 - Loss of Registration or Licence

Not Insured

Section 18 - Motor Excess & Loss of No Claims Bonus Protection

Not Insured

Section 19 - Business Travel & Personal Accident

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

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Schedule of Locations

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: Highfield, Rookery Road, Downe, Orpington, Kent BR6 7JQ

Location 1: Highfield, Rookery Road, Downe, Orpington, Kent BR6 7JQ

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 Conditions

None

Endorsements

Reference

CCSanction

Sanction Limitation and Exclusion Clause

The *Insurer* shall not provide cover nor be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the *Insurer* or any member of the *Insurer's* group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.

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

CCGE032

Insurance Act `Contracting In` General Policy Endorsement

The clauses below are added to and form part of the General terms and conditions of this *Policy*.

1. Basis of contract

Any reference to 'basis of the contract' in this *Policy* or in the proposal form (if any) is of no effect.

2. Duty of fair presentation

The *Insured* must make a fair presentation of the risk (as set out in the Insurance Act 2015 or successor or amending legislation) in proposing for, or proposing to vary, this insurance.

3. Remedies for breach of the duty of fair presentation - proposing for this insurance

If the *Insured* or anyone acting on its behalf breaches the *Insured's* duty of fair presentation then the *Insurer's* remedies shall be as follows:

- a) if such breach is deliberate or reckless, the *Insurer* may:
 - i) treat this *Policy* as having been terminated from its inception; and
 - ii) retain the premium;
- b) if such breach is not deliberate or reckless and the *Insurer* would not have entered into this *Policy* but for the breach, the *Insurer* may by notice to the *Insured* treat this *Policy* as having been terminated from its inception in which case the *Insurer* shall return the premium; and
- c) in all other cases if, but for the said breach, the *Insurer* would have entered into this *Policy* but:
 - i) on different terms (other than terms relating to the premium), the *Insurer* may require that this *Policy* is treated as if it had been entered into on those different terms from the outset; or
 - ii) would have charged a higher premium, the *Insurer* may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims). In those circumstances, the *Insurer* shall pay only X% of what it would otherwise have been required to pay, where X = (premium actually charged/higher premium) x 100.

4. Material changes during the Period of Insurance

- a) The *Insured* must notify the *Insurer* within thirty (30) days of any material change to the *Insured*, its *Business* or the risks *Insured* if indemnity under this insurance is sought in relation to any such change.
- b) The *Insurer* shall not indemnify the *Insured* for any liability arising out of a material change for which indemnity would otherwise have been available under this insurance unless the *Insurer* has provided valid confirmation of cover, whether by an express term of this *Policy*, endorsement, written confirmation or otherwise.

5. Remedies for breach of the duty of fair presentation - variation

If the *Insured* or anyone acting on its behalf breaches the *Insured's* duty of fair presentation in relation to a variation of this *Policy*, the *Insurer's* remedies shall be as follows:

- a) if such breach is deliberate or reckless, the *Insurer* may:

- i) by notice to the *Insured* treat this *Policy* as having been terminated from the time when the variation was concluded; and
- ii) retain the premium;
- b) if such breach is not deliberate or reckless, and the *Insurer* would not have entered into the variation but for the breach, the *Insurer* may treat this *Policy* as having been terminated from the time when the variation was concluded, in which case the *Insurer* shall return the relevant premium; and
- c) in all other cases if, but for the said breach, the *Insurer* would have entered into the variation but:
 - i) on different terms (other than terms relating to the premium), the *Insurer* may require that the variation is treated as if it had been entered into on those different terms from the outset;
 - ii) would have increased the premium by more than it did or at all, the *Insurer* may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, the *Insurer* shall pay only X% of what it would otherwise have been required to pay, where $X = (\text{premium actually charged/higher premium}) \times 100$; or
 - iii) would not have reduced the premium by as much as it did or at all, the *Insurer* may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, the *Insurer* shall pay only X% of what it would otherwise have been required to pay, where $X = (\text{premium actually charged/reduced total premium}) \times 100$.

6. Fraudulent claims

6.1 If the *Insured* or anyone acting on its behalf makes a fraudulent claim under this *Policy*, the *Insurer*:

- a) is not liable to pay the claim;
- b) may recover any part of the claim already paid from the relevant *Insured*; and
- c) may by notice to the *Insured* treat this *Policy* as having been terminated with effect from the time of the first fraudulent act, in which case the *Insurer* is not liable to that *Insured* in respect of a relevant event occurring after that time and may retain any premium.

6.2 These remedies shall not be available against any other entity insured under this *Policy* that was not implicated in the fraud.

7. Incorporation

7.1 The provisions of this endorsement replace the following provisions in the *Policy*:

- a) Material inaccuracy clause;
- b) Material alteration clause; and
- c) Fraud clause (where applicable).

CCLP001

Litter Picks Endorsement

Applicable to Sections 7 Employers' Liability, 8 Public Liability and 9 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*.

CCE0118

Burning of Debris Endorsement

Applicable to Section 8 - 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*.

CCGE0038

Enterprise Act General Policy Endorsement

The Endorsement below is added to and forms part of the General Conditions of the *Policy*:

Preservation of Privilege

The *Insurer* may produce as evidence any legal advice that the *Insurer* has obtained and relied upon in connection with this *Policy*, for the purpose of section 13A(4) of the Insurance Act 2015. If the *Insurer* does

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so:

- 1 the *Insurer* shall not waive privilege in the content of that legal advice;
- 2 the confidentiality of the legal advice shall be preserved and its existence shall not be disclosed for any purpose other than in defence of a section 13A claim in connection with this Policy; and
- 3 none of the above shall amount to affirmation of this Policy.

Late payment of claims

The *Insurer* shall pay any sum due in respect of a valid *Claim* within a reasonable time pursuant to section 13A of the Insurance Act 2015.

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

CERTIFICATE OF EMPLOYERS' LIABILITY INSURANCE (a)

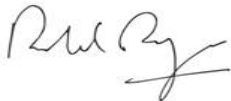
(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 1998 (the Regulations), one or more copies of this certificate must be displayed at each place of business at which the policy holder employs persons covered by the policy)

1. **Name of policy holder** Friends of Downe Orchard
2. **Policy Number** 014251/06/18
3. **Date of commencement of insurance policy** 24 June 2018
4. **Date of expiry of insurance policy** 23 June 2019

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, Isle of Man, Island of Jersey, Island of Guernsey, Island of Alderney; or any offshore installations in territorial waters around Great Britain and its Continental Shelf **(b)**: and;
2. (a) the minimum amount of cover provided by this policy is no less than £5 million **(c)**; or
~~(b) the cover provided under this policy relates to claims in excess of [£] but not exceeding [£].~~
3. the policy covers the holding company and all its subsidiaries

Signed on behalf of QBE Insurance (Europe) Limited (Authorised Insurers)



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

Display will be satisfied if the certificate is made available in electronic form and each relevant employee to whom it relates has reasonable access to it in that form.



Certificate of Public Liability Insurance

Policy Number: 014251/06/18

Name of policy holder: Friends of Downe Orchard

Date of Commencement of Insurance: 24 June 2018

Date of Expiry of Insurance: 23 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 QBE Insurance (Europe) Limited.

Date of Issue: 24 June 2018

This certificate does not form part of the policy or the policyholder's contract with QBE Insurance (Europe) Limited.

QBE Insurance (Europe) Limited (registered in England number 1761561; Home State - United Kingdom.
Registered address: Plantation Place, 30 Fenchurch Street, London, EC3M 3BD, tel: +44 (0)207 105 4000 fax: +44
(0)207 105 4019. Authorised and regulated by the Financial Conduct Authority; registration number 202842)

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

A handwritten signature in black ink, appearing to read 'R. G. J.', written over a light blue horizontal line.

Chief Executive Officer