

# CaSE Insurance Policy Schedule

**Policy Number:** 009211/06/18 - Schedule Number 1  
**Policy Type :** CaSE Combined

*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: Aviva Insurance Limited - Charity (Retail) under Contract No. 25183842CHC  
Sections 16: Not Operative  
Commercial Loss Recovery: Not Operative

**Authorised Signatory:**



**Effective Date of Schedule:** 16 June 2018

**Period of Insurance:** From 16 June 2018 to 15 June 2019 (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: £ 425.00  
Insurance Premium Tax(12%) £ 51.00  
Policy Fee: £ 25.00  
**Total Amount Due: £ 501.00**

**Long-Term Undertaking:** Not Applicable

**Name of Insured:** SPOKES Lothian Cycle Campaign  
Being the *Charity or Social Enterprise*

**Trading As:** Not Applicable

**Name of Agent:** DIRECT CLIENTS

**Correspondence Address:** St Martin`s Community Resource Centre, 232 Dalry Rd, Edinburgh EH11 2JG

**Principal Risk Address:** St Martin`s Community Resource Centre, 232 Dalry Rd, Edinburgh EH11 2JG

**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  
Cycle Campaign group. Activities include: meetings; planning; events; organise bike rides  
and discussion about problems related to cycling.  
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 .

### Claims Notifications

If insured for **Lorega Commercial Loss Recovery Service** this Schedule provides you with specific details of who to contact in the event of a Property Claim.

If insured for **Section 14 Legal Expenses** please call the helpline for legal advice as soon as you are aware of an incident. **Aviva Commercial Legal Protection 0345 300 1899**

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

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

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

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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

In respect of *Sums Insured* for: *Buildings*, *Tenants Improvements*, and *Contents*

Special Extension 1 - Day One Basis (Non Adjustable)

Included (applicable Uplift: 25%)

Special Extension 2 - Subsidence

Not Included

Special Extension 3 - Index-Linking

Item	Description	Declared Value Basis Sums Insured / Limits
A	Buildings	Not Insured
	Tenants Improvements	Not Insured
B	Contents	Not Insured
	Computer Equipment	Not Insured
C	Stock in Trade	Not Insured
D	Rent Payable	Not Insured
E	Other Sums insured	

### Also included in your Policy:

Unless amended above or endorsed hereon to the contrary, Section 1 Clauses 1-7 and Extensions 1 - 52 Apply

#### Clauses 1 to 7 include:

- 7 Floating Sums Insured:  
Where *Sums Insured* are not identified specifically as applying to any one or more Premises (please see Schedule of Locations section), such *Sums Insured* are deemed to be floating *Sums Insured* applicable to all *Premises* insured hereunder.

#### Extensions 1 to 52 include:

		Sums Insured / Limits
4	<i>Breakage of Glass and Sanitary Fittings</i> (in addition to any <i>Building(s) Sum(s) Insured</i> )	£ 10,000
9	Deterioration of Foodstuff Stock	£ 5,000 in the aggregate
20	Property at <i>Business Events</i>	£ 10,000
34	Items Left in the Open	£ 5,000
37	Works of Art - Up to £1,000 any one item	£ 5,000
44	Personal Effects - Non-resident	£ 1,000
	Personal Effects - Resident	£ 2,500

Please check the Policy for any excess which may apply

### Section 2 - Business Interruption All Risks

Not Insured

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## 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

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 Event (But £5,000,000 in respect of <i>Injury</i> arising from <i>Terrorism</i> )	£ 10,000,000

## Section 10 - Public Liability

Description	Sums Insured / Limits
<b>Public liability</b> - Any one Event	£ 5,000,000
<b>Alternative Optional Abuse Extension</b> ("Claims Made Basis")	- in the Aggregate for the <i>Period of Insurance</i> £ 5,000,000
Retroactive Date :	(if previously "Claims Made") 16/06/2015
<b>Care &amp; Treatment</b>	- in the Aggregate for the <i>Period of Insurance</i> £ 5,000,000
Retroactive Date :	(if previously "Claims Made") 16/06/2015
<b>Hirers' liability</b>	- Any One Event Not Insured

## 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")
- 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

### Section 12 - Loss of Registration or Licence

Not Insured

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

Not Insured

### Section 14 - Legal Expenses (administered by DAS Legal Expenses Insurance Company Limited)

Not Insured

### Section 15 - Professional Indemnity

Not Insured

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### **Section 16 - Executive Risks**

Not Insured

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### **Section 17 - Group Personal Accident**

Not Insured

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### **Section 18 - Group Business Travel**

Not Insured

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### **Commercial Loss Recovery Claims Service**

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 Subsidence	£ 250 Not Insured	any one loss, any one location
2	Business Interruption All Risks	Not Insured	
3	Specified Business Equipment	Not Insured	
4	Terrorism	Not Insured	
5	Equipment Breakdown	£ 250	any one loss
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 Event
10	Public Liability	£ 250	any one Event for <i>Third Party Property Damage</i>
11	Products Liability	£ 250	any one Event for <i>Third Party Property Damage</i>
12	Loss of Registration or Licence	Not Insured	
13	Motor Excess & Loss of No Claims Bonus	Not Insured	
14	Legal Expenses	Not Insured	
15	Professional Indemnity	Not Insured	
16	Trustee Indemnity / Directors & Officers Extension 1 Fidelity Extension 2 Professional Indemnity Extension 3 Employment Practices Liability	Not Insured Not Insured Not Insured Not Insured	
17	Group Personal Accident	Not Insured	
18	Group Travel	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: St Martin`s Community Resource Centre, 232 Dalry Rd, Edinburgh EH11 2JG

Location 1: St Martin`s Community Resource Centre, 232 Dalry Rd, Edinburgh EH11 2JG

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

#### Section 8 - Public liability Endorsement Number - PL01

Section 8 Exclusions

Exclusion 10 is restated as follows:

##### 10 Participant to Participant

directly or indirectly incurred by the *Insured* arising out of *Injury* or *Damage to Property* caused by any participant to any other participant whilst actively participating in a contact sport or other competitive event or training session organised, arranged, hosted, managed or supervised by the *Insured* or a *Person Employed* where the sport, event or training session concerned permits direct physical contact, impact or force within its rules or a cycle ride or event organised, arranged, hosted, managed or supervised by the *Insured* or a *Person Employed*.

#### Retroactive Cover for `Claims Made` Care and Treatment Extension {CC1-4A}

##### 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).

This Section 10 Public Liability is 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 16/06/2015 and before 16/06/2018

Provided that:

- 1 any such claim under the provisions of this Extension is first made in writing against the *Insured* on or after 16/06/2018; and
- 2 for the purposes of this Extension any such claim shall be deemed to have occurred during the period commencing on or after 16/06/2018 and ending prior to 15/06/2019; 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 16/06/2018 to 15/06/2019 the Limit of Liability specified in the *Schedule*.

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

### Endorsements

None

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## Telephone Call Charges and Recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

## DATA PROTECTION ACT - INFORMATION USES

For the purposes of the Data Protection Act 1998, the Data Controllers in relation to any personal data you supply are CaSE Insurance Limited and Aviva Insurance Limited

### Insurance Administration

Your information may be used for the purposes of insurance administration by the insurer, its associated companies and agents by reinsurers and your intermediary. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the insurer's compliance with any regulatory rules/codes. Your information may also be used for offering renewal, research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. Where this happens, we will ensure that anyone to whom we pass your information agrees to treat your information with the same level of protection as if we were dealing with it. If you give us information about another person, in doing so you confirm that they have given you permission to provide it to us and for us to be able to process their personal data (including any sensitive personal data) and also that you have told them who we are and what we will use their data for, as set out in this notice.

In the case of personal data, with limited exceptions, and on payment of the appropriate fee, you have the right to access and if necessary rectify information held about you.

In assessing any claims made, the insurer or its agents may undertake checks against publicly available information (such as electoral roll, county court judgements, bankruptcy orders or repossessions).

Information may also be shared with other insurers either directly or via those acting for the insurer (such as loss adjusters or investigators).

### Sensitive Data

In order to assess the terms of the insurance contract or administer claims that arise, the insurer may need to collect data that the Data Protection Act defines as sensitive (such as medical history or criminal convictions). By proceeding with this renewal you will signify your consent to such information being processed by the insurer or its agents.

### Marketing

Aviva group, its agents and business partners may use your information to keep you informed by post, telephone, facsimile, e-mail, text messaging or other means about products and services that 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 by these methods for these purposes. If you do not wish to receive marketing information, please write to Aviva, FREEPOST, Mailing Exclusion Team, PO Box 6412, Derby, DE1 1SB.

### Fraud Prevention and Detection

In order to prevent and detect fraud we may at any time:

- Share information about you with other organisations and public bodies including the Police;
- Undertake credit searches and additional fraud searches;
- Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this to prevent fraud or money laundering.

We can supply on request further details of the agencies and databases we access or contribute to and how this information may be used. If you require further details please contact us at:

Policy Investigation Unit, Aviva, Cruan Business Centre, Westerhill Business Park, 123 Westerhill Road, Bishopbriggs, Glasgow, G64 2QR. Telephone: 0345 300 0597. Email [PIUUKDI@AVIVA.COM](mailto:PIUUKDI@AVIVA.COM)

We and other organisations may also search these agencies and databases to:

- Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
- Check your identity to prevent money laundering, unless you provide us with other satisfactory proof of identity;
- Check details of job applicants and employees.

### Claims History

- Under the conditions of your policy you must tell us about any Insurance related incidents (such as fire, water damage, theft or an accident) whether or not they give rise to a claim. When you tell us about an incident we will pass information relating to it to a database.
- We may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

You should show these notices to anyone who has an interest in the insurance under 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)*

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Name of policy holder: SPOKES Lothian Cycle Campaign

Date of commencement of insurance policy: 16 June 2018

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Date of expiry of insurance policy: 15 June 2019

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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, or to offshore installations in territorial waters around Great Britain and its Continental Shelf (b)
  2. the minimum amount of cover provided by this policy is no less than £5 million (c)
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Signed on behalf of  
Aviva Insurance Limited  
(Authorised Insurers)

A handwritten signature in black ink, appearing to read "Andy Briggs", is written over a horizontal line.

Authorised Signatory  
Andy Briggs  
Chief Executive Officer -UK General Insurance

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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.

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



## Certificate of Public Liability Insurance

**Policy Number:** 009211/06/18

**Name of policy holder:** SPOKES Lothian Cycle Campaign

**Date of Commencement of Insurance:** 16 June 2018

**Date of Expiry of Insurance:** 15 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 Aviva Insurance Limited.

**Date of Issue:** 16 June 2018

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

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

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

A handwritten signature in black ink, appearing to read "Andy Briggs", written over a horizontal line.

Authorised Signatory  
Andy Briggs  
Chief Executive Officer -UK & Ireland General Insurance