

# CASE Insurance Policy Schedule

**Policy Number:** 009211/06/19 - Schedule Number 1  
**Policy Type :** CaSE Combined

*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.*

**Insurer(s):** All Sections except as noted below: Aviva Insurance Limited - Charity (AQMLtd) under Contract No. 25183842CHC  
Section 17: Executive Risks Not Operative  
Section 18 Cyber and Commercial Loss Recovery Not Operative

**Authorised Signatory:**



**Effective Date of Schedule:** 16 June 2019

**Period of Insurance:** From 16 June 2019 to 15 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: £ 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:** aQmen Limited

**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 **Section 15 Legal Expenses** please call the helpline for legal advice as soon as *You* are aware of an incident. **Aviva Commercial Legal Protection 0345 300 1899**

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

If insured for **Section 18 Lorega Commercial Loss Recovery Service** in the event of a **Property Claim**, please call **aQmen Underwriting Services** on **0333 800 9858**; a **Cyber Recovery Claim** please call the Lorega Cyber Recovery emergency line on **020 7767 3075**

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

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

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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

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>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") Not Applicable	
<b>Hirers' liability</b>	- Any one <i>Event</i>	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") - £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 DAS Legal Expenses Insurance Company Limited)

Not Insured

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### Section 16 - Professional Indemnity

Not Insured

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### Section 17 - Executive Risks

Not Insured

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### 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	£ 250	
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: 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 Endorsements, Special Conditions and other important information

#### Section 10 - Public liability

##### 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

#### 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.



## 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)*

Policy Number: 009211/06/19

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Name of policy holder: SPOKES Lothian Cycle Campaign

Date of commencement of insurance policy: 16 June 2019

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Date of expiry of insurance policy: 15 June 2020

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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", 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:** 009211/06/19

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

**Date of Commencement of Insurance:** 16 June 2019

**Date of Expiry of Insurance:** 15 June 2020

**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:** 06 June 2019

*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", is written over a horizontal line.

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