

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)	CFTTB of Offord Village Hall	
Policyholder's policy number:	CCP 2295456	

Hirers' details

Name of hirer:	
Name of filler.	

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 Ansvar Insurance, Ansvar 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

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

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Phone: 0800 111 6768

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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.

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 italies 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.

act of terrorism

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

agreement

the hire or loan contract between the policyholder and the hirer concerning the use of the premises

The following is not included under an agreement: a) any form of tenancy agreement for the premises

achostos

asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos, asbestos fibres or any derivatives of asbestos

bodily injury

death, illness, injury or disease

claim

the policyholder's request to us 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

costs and expenses

- legal costs and expenses recoverable from the hirer by any claimant
- defence costs and expenses of the hirer incurred with our written consent

damage / damaged

physical loss, destruction or damage

defamation

defamation, libel, slander and slander of title to goods

excess

the first amount of each and every agreed claim that the hirer will be asked to pay

hirer

the person or organisation hiring or loaning the premises under an agreement with the policyholder

hirer's

any person:

- employee
- under a contract of service or apprenticeship with the hirer
- who is hired to, supplied to or borrowed by the birer.
- engaged under a work experience or similar scheme
- helping as a volunteer

while under the hirer's direct control and supervision and working for the hirer at the premises in connection with the agreement

period of insurance the period of hire under the agreement provided this period does not exceed the expiry or cancellation date of the policyholder's policy

policyholder

the person(s), company or organisation (including a body of trustees or board of directors) for whom we provide this insurance and from whom the hirer has hired the premises under the agreement

premises

the premises at the location insured by us under the policyholder's policy

we / us / our

Ansvar Insurance - a business division of Ecclesiastical Insurance Office plc

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.
- 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
 - 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

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n) an agreement unless liability would have existed without the agreement

 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.

- 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.
- 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.
- 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.
- 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 hiver 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.

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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 £5,000,000.

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**.

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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
 - 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 damages

and 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.

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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

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

Website: www.financial-ombusman.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

www.ansvar.co.uk

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Phone: 0800 111 6768

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