

**Summary of Insurances
arranged for**

The Croxley Green Society

c/o Mr B Grant
93 Frankland Road
Croxley Green Rickmansworth
Herts
WD3 3AS

Presented by:
Churchill Insurance Consultants Ltd
17 Heritage Avenue
Beaufort Park
London
NW9 5FW
020 8511 1070

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Prepared by : Marc Cooper BSc (Hons) Cert CII
Telephone: 020 8511 1091
Email: marc@churchillins.co.uk
Website: www.churchillins.co.uk
Facsimile: 020 8200 7170

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Introduction

This summary is designed to provide you with the essential details of all your general insurance policies and is reissued at least annually to reflect changes in cover during the insurance year.

It has been prepared to provide a handy reference document but is not intended to replace the policy documents themselves which are the contracts of insurance containing all the terms and conditions between you and/or your Company and the Insurer and those policy documents will always take precedence.

For your protection, it is essential that you read your policies carefully to ensure you are familiar with all of their terms, conditions precedent to liability, general conditions and exceptions.

Any reference to exclusions or exceptions in the register is not intended in any way to represent the only exceptions or exclusions applicable to the policies full details of which can only be obtained by reading the policy documents. Alternatively please ask us for advice.

Details of each policy are referred to separately but your attention is drawn to the following important considerations that will generally apply to your insurances

Duty of Fair Presentation

Whilst you have always had to reveal to insurers all material facts or information The Insurance Act 2015 ushered in a more modern regime to govern insurance contracts between businesses and insurers.

Before a contract of insurance is entered into you must make to the insurers a fair presentation of the risk for which you are seeking insurance.

That presentation must be clear and accessible to a prudent insurer and should be substantially correct and made in good faith.

You should include every material circumstance which you know or ought to know or failing that include sufficient information to put a prudent insurer on notice so that they need to make further enquiries of you for the purpose of revealing those material circumstances.

What you cannot do is merely dump information on insurers for them to interpret without guidance from you on key aspects. Referring insurers to your website without guidance as to what to look for, is a good example of what not to do.

The 'ought to know' aspect is important because you must reveal information from a reasonable search so that you should make adequate enquiries within your business to identify and verify information relevant to the risks you are trying to insure.

Your enquiries should capture all relevant knowledge of your senior management who are considered to be those who play a significant role in the management and organisation of your business.

Those enquiries will include those involved in buying your insurance, which could include us as your insurance advisers.

Depending on your organisation these enquiries could extend to third parties involved in the business such as external consultants, contractors or others who might be insured under your policy or might have relevant information. For example when seeking cyber insurance you may need to talk to your IT consultants.

Simply put, you arrange insurance to transfer risk by buying insurance so there is no point in taking a risk with that insurance by not disclosing information that is only revealed when a claim is made, when it is too late.

Material Facts or Circumstances

The duty to disclose information not only applies at commencement of the insurance but also at renewal of a policy. It can also arise at any time during the period of insurance.

Please notify us immediately of any changes in material facts or circumstances as soon as they arise, in advance if at all possible. If you have any doubts as to what constitutes a material fact or circumstance please seek advice from us.

The following should be included within any fair presentation of your risks

- Directors or partners having been declared bankrupt or insolvent, been the subject of bankruptcy proceedings or any form of insolvency or winding up procedures including administrative receivership or subject to County Court Judgements, an Individual Voluntary Arrangement, a Company Voluntary Arrangement or Sheriff Court Decree.
- Directors or partners having ever been convicted of a criminal offence or charged with but not yet tried with a criminal offence including an official Police Caution other than a motoring offence.
- Been disqualified from being a company director.
- Been declined or refused insurance cover or had cover declared void, had any insurance refused or any special terms or conditions imposed by an insurer.
- Been subject of an investigation or recovery action by HM Revenue & Customs
- Been prosecuted, served a prohibition notice or served an Improvement Order under Health & Safety legislation
- Been prosecuted by an enforcing authority or have been notified that a prosecution will be made &/or received in respect of breaches of fire safety.
- Been prosecuted by the Crown Prosecution Service under the Corporate Manslaughter & Corporate Homicide Acts 2007.
- Been prosecuted by the Environment Agency &/or been subject to civil sanctions &/or been required to pay clean up costs following a pollution incident.
- Been prosecuted under Product Safety legislation or been forced to issue a product recall by the enforcing authorities.
- For motor insurance provide details of any person who may drive who suffers from or has suffered from uncorrected defective vision or hearing, physical infirmity, mental illness, heart complaints, diabetes, epilepsy, fits of blackouts.
- Also provide details of any person who will drive who has been convicted of any motoring offence in the past 5 years or has been disqualified from driving in the past 10 years or there is a pending conviction in either case.

Changes in Risk

Apart from material facts or circumstances outlined above, changes in your business activities must also be disclosed to insurers. Some examples of such changes include:

- Business acquisitions, changes in occupation, new products or new overseas activities.
- Acquisition of properties &/or premises.
- Changes in the occupation of properties or if they become vacant or disused.
- Alteration or additions to buildings &/or plant.
- Alteration in type, quantity or storage of dangerous or hazardous goods or materials.
- Alteration or disconnection of fire or security systems including the withdrawal of police or rescue services response to alarm calls.

- Properties occupied by students, asylum seekers, DSS or let via Housing Associations or Local Councils.
- Building work at your premises particularly the use of scaffolding or where the security of the premises maybe compromised.
- Any incidents which could give rise to a claim.
- Claims involving other insurances.
- Convictions of a driver for motoring offences.
- Drivers suffering major health problems or disabilities that might adversely affect their ability to drive.

In the event of any doubt please speak to us and we would be happy to advise you.

Claims & Remedies for Breach of Duties

Insurance policies contain time limitations within which claims or circumstances must be reported to Insurers. To avoid the possibility of insurers repudiating a claim on the grounds of late notification, we recommend that all circumstances that may rise to a claim be immediately reported. For theft &/or malicious damage losses the police must also be notified.

Should you fail in your duty of fair presentation as explained earlier insurers have a new system or a proportionate remedy which replaces the previous avoidance only regime.

These remedies will depend on:

- If the breach was deliberate or reckless the Insurers may avoid the contract and refuse all claims as well as keep the premium. Proof rests with insurers as to whether the breach was deliberate or reckless.

If the breach was not deliberate or reckless the insurers will have several options:

- If the Insurer would **not** have written the policy based on the uncovered information, it may avoid the policy and return the premium.
- If the insurer would have written the policy but on different terms based on the uncovered information such as by applying a higher excess, then the contract including any claim is to be treated as if the contract had been entered into on those revised terms.
- If the Insurers would have charged a higher premium based on the uncovered information, it may proportionately reduce the claim payment although one insurer has stated that they would only charge that higher premium rather than reduce the claim. So in general if the Insurers would have charged twice the premium they would only pay half the claim.

The **Ministry of Justice Reforms** implemented in 2013 radically reformed the litigation landscape in respect of bodily injury claims in an endeavour to make the process more efficient and cost effective.

Most employers, public and products liability claims will now be handled via an electronic portal between solicitors and insurers. Once a claim is notified, there are strict guidelines and deadlines to meet:

- A Claim Notification Form (CNF) must be acknowledged electronically within 24 hours confirming the identity of your insurers
- After receipt of the 'CNF' liability must be accepted or disputed within 30 business days for Employers Liability claims and 40 days for Public or Products Liability claims
- For Employers Liability claims, once an admission of liability has been made, there will be a period of 20 business days in which to confirm any loss of earnings
- Once a full admission of liability has been made, there will be a period of 35 business days in which to negotiate settlement

In the event that the above deadlines are missed, the claim will automatically exit the portal and result in significantly higher costs.

Speed is therefore of the essence. If you receive a 'CNF' directly, or a request from solicitors for confirmation of the identity of your insurers, you should notify us immediately.

Best practice should include notifying us of incidents as they occur whether or not you believe a claim will be made.

Maintenance

It is a condition of all insurance policies that buildings and property be properly maintained and that all protective devices be operational and keys removed from premises outside of business hours. Please notify us immediately if you have any difficulty in complying with such conditions.

Insured Values and Limits

Most policies of insurance covering physical property contain conditions to ensure that you have insured for the full value of the property at risk. If this is not the case please discuss an alternative basis of cover with us as a priority.

If insurers allege under-insurance they might have the option to decline to pay a claim at all or to apply conditions of average which means that the amount of the loss will be reduced in the proportion that the sum insured bears to the actual value at risk. For example if half the rebuilding value has been insured insurers will only pay half the value of your claim even if this is still less than the sum insured.

All liability and professional indemnity insurances including certain aspects of motor policies have limits of liability.

Consideration needs to be given to the largest loss that could be suffered so that the limits selected are sufficient. When considering this aspect it must be borne in mind that a substantial liability claim could take years to settle and when they are the value of the claim would be assessed at the time of settlement not when the loss happened.

Terrorism

Any loss, damage or liability arising from acts of terrorism is not covered by your policies unless specifically mentioned otherwise in this summary. Cover can be arranged on payment of an additional premium. We shall be happy to provide quotations for the extensions.

Policy Conditions

Some long overdue reforms brought about by the Insurance Act 2015 included the prohibition of the 'basis of contract' clauses and the change of warranties to conditions precedent to liability.

Where insurance is subject to a condition precedent to liability and you are in breach of that condition, the cover is suspended rather than terminated, as was the case previously. If however the breach has no bearing on the loss then cover will still operate. For example, failing to have fire extinguishers maintained would not stop a successful claim for impact caused by a vehicle but could have an affect on a fire claim.

It is still important for you to comply with policy conditions so that full cover operates in every circumstance.

Exclusions

We list the major exclusions in our summaries of cover but these are not a substitute for the policy wording which will always apply.

A number of standard exclusions apply to most insurance contracts including but not limited to: war and kindred risks, computer data recognition, cyber risks, e-risks such as virus or similar mechanism or hacking, breakdown, pollution or contamination, change in the water table level and radioactive contamination.

These are mentioned here rather than repeat them in each summary of insurances attached.

Retention of Legal Liability Policies and Certificates

Claims for injury or health problems arising from gradual causes or with delayed manifestation periods are now commonplace, the most frequent example being industrial disease claims from current and former employees.

Losses of this nature are generally insured by the policy that was in force at the time of the alleged exposure. As this could be years or even decades prior to receipt of the claim and could involve several periods of insurance, it is vitally important to **retain indefinitely** all legal liability insurance policies, including policies held by former subsidiaries and future acquisitions.

Whilst it is no longer a legal requirement to retain copies of Employer's Liability Certificates of Insurance for 40 years we do recommend that you retain these indefinitely. The legislation permits copies to be kept electronically. Insurers have a legal obligation to keep a central record of such insurances against which your (ERN) Employer Reference Number will be used.

Motor Vehicle Changes

The EU 4th Motor Insurance Directive places obligations on both insurers and policyholders to keep and supply vehicle and policy information to the Motor Insurance Database (MID). It is now a legal requirement for insurers to ensure the appropriate details are provided on the MID within 14 days of the effective date of any renewal, new business or vehicle changes. The provision of information does not relate to temporary additional or replacement vehicle where the use is for less than 14 days.

To comply with the conditions of any Motor Policy, it is the policyholder's responsibility to supply accurate and complete information relating to any vehicle additions and/or deletions in accordance with their insurer requirements. Failure to do so could result in a fine and/or in the event of an accident, an insurance offence and the operation of your policy cover could be at risk. We are happy to maintain your entry on the MID provided you supply us with the necessary information.

Additional information regarding the MID is available at www.mib.org.uk

Cyber Risks and Liabilities including Crime

In simple terms **Cyber Insurance** relates to data breaches and the consequences for the business and the data of the persons held. Cover can also be included for damage to your IT systems including access as well as loss of business. **Crime** relates to the actual theft or misappropriation of money or goods.

Any loss, damage or liability arising from computer virus, hacking, data breach or other cyber acts are not covered by your policies unless specifically mentioned otherwise in this summary.

If a computer hacker or fraudulent employee steals money, funds or tangible property using computers or otherwise Crime Insurance would respond.

If the hacker steals intangible property information, the resultant liability and breach response costs would be included under a Cyber policy. A major benefit of such insurance is access to expert help to rectify the problem and prevent a recurrence. Cover can also include accidental loss of data which could be held on mobile devices including mobile phones, tablets, laptops and USB sticks.

General Data Protection Regulations

These regulations effective from May 2018 were designed to bring up to date the protection of personal data and to allow for future changes in technology so that such data is:

- Processed lawfully, fairly and in a transparent manner
- Collected for specific, explicit & legitimate purposes and not processed in a manner that is incompatible with those purposes
- Adequate, relevant and limited to what is necessary
- Accurate and where necessary kept up to date with any inaccuracies erased or corrected without delay
- Kept in a form which permits identification of Data Subjects for no longer than is necessary
- Processed in a manner that ensures appropriate security including protection against unauthorised or unlawful processing as well as against accidental loss, destruction or damage.

The steps we have taken include:

- Staff have been made aware and trained on the regulations
- The data we request and hold is to enable us to provide our services to you in arranging and managing your insurances including assistance with claims
- Our privacy policy has been reviewed and is set out in Condition 13 of our Terms of Business
- We will seek your consent for direct marketing where necessary
- We have procedures in place to detect, report and investigate a personal data breach with a designated person who takes responsibility for data protection compliance
- We have also reviewed the security of the data we hold to ensure such data is not taken unlawfully

Law Applicable to the Contract

You and the Insurer are free to choose the law applicable to the contract but in the absence of agreement to the contrary, the law of the country in which you reside at the date of the contract, in the case of a business, the law of the country in which the registered office or principal place of business is situated, will apply.

If you are not resident or in the case of a business, the registered office or principal place of business is not situated in England or Wales, Scotland, Northern Ireland, Channel Islands or the Isle of Man the law which will apply is the law of England and Wales.

Terms of Business

We are required by the Financial Conduct Authority to provide clients with certain information including our status, the services we will provide and method of remuneration. This information is detailed in our Terms of Business which is provided as a separate document.

Whom to Contact at Churchill's

When you need to contact us the following people will be happy to assist you.

Account Handler

Marc Cooper BSc (Hons) Cert CII	Direct Line	020 8511 1091
	E-mail	marc@churchillins.co.uk

Personal Insurances Manager

Anthony Casali Cert CII	Direct Line	020 8511 1078
	E-mail	anthony.casali@churchillins.co.uk

Home Insurance

Leonie Roy	Direct Line	020 8511 1079
	E-mail	leonie@churchillins.co.uk

Finance Director

Philip Noble	Direct Line	020 8511 1077
	E-mail	philip@churchillins.co.uk

Managing Director

Neil Bunce DIP CII	Direct Line	020 8511 1090
	E-mail	neilb@churchillins.co.uk

Chairman

Clive Sladen BA (Hons) ACII	Direct Line	020 8511 1094
	E-mail	clive@churchillins.co.uk

Office Manager and PA to Chairman

Lindsay Griffiths	Direct Line	020 8511 1070
	E-mail	lindsay@churchillins.co.uk

General

Switchboard	Direct Line	020 8511 1070
	Fax	020 8200 7170
	E-mail	insurance@churchillins.co.uk

Helplines

Refer to individual summaries that follow

Please also visit our website

www.churchillins.co.uk

Public Liability

Insured:	The Croxley Green Society
Insurers:	Lloyds via Self Assured Underwriting Ltd
Policy number:	SALSALIA/R124099/0190/18
Expiry Date:	14 th May 2020
Business:	Organisation and co-ordination of local events and activities including Revels on the Green and Croxfest music festival

Public Liability

Legal liability for accidental death, injury, disease or damage to property plus agreed legal defence costs subject to the following limits.

£250 excess Third Party property damage excess

Limits of Liability

Not Insured	per occurrence Employers Liability
£5 million	per occurrence Public Liability
£5 million	per period Products Liability

Territorial limits

- Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

Extensions

- Volunteers are automatically included under the Public Liability section and so there is no need for additional Employers Liability cover
- Indemnity to principal
- Cross Liabilities
- Corporate Manslaughter and Corporate Homicide Act 2007 and Health & Safety at Work Act 1974 defence costs limit £1,000,000
- Court Attendance Costs
- Cloakrooms and Locker Rooms
- Motor Vehicles Tools of Trade
- Contingent Motor Liability
- Movement of obstructing vehicles
- Defective Premises Act 1972
- Leased & rented premises
- Personal liability
- Data Protection Act 1998 and 2018
- Temporary non manual visits abroad
- The insurance extends to each individual member of the society as if they had been issued with their own insurance unless more specific insurance is in force

Policy Conditions

You must comply with the following condition otherwise a claim may not be met.

- It is a requirement that you ensure any bona fide independent contractor engaged, not defined as an employee, carries
 - Suitable Public/Products Liability insurance containing an indemnity to principal clause.
 - Approved Employers Liability insurance in accordance with any laws relating to the compulsory insurance of liability to employees
 - You should obtain and retain a copy of the relevant insurance papers as evidence of these covers.

Principal exclusions

- Ownership, possession or use of any mechanically propelled vehicle
- Fungus of any kind but not limited to mildew mould spores or allergens
- Building component materials
- Terrorism
- War, invasion, acts of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection or military or usurped power
- Property belonging to you or in your custody or control
- Recalling, removing, repairing, rectifying, replacing products supplied
- Failure of goods to perform their intended task
- Goods used with your knowledge in connection with aircraft, watercraft or offshore structures
- Ionising radiation or contamination by radioactivity from any nuclear fuel or waste
- Liability assumed under agreement
- Any goods supplied to USA or Canada
- Any judgement award or settlement made under the laws of USA or Canada
- Asbestos
- Any maltreatment including of a physical, verbal, sexual, psychological, emotional or financial nature
- Professional advice given for a fee
- Failure to fulfill your professional duty
- Failure to fulfill your contractual obligations
- Loss of data
- Pollution unless sudden, unintended, unexpected and unforeseen
- Punitive, multiplied or exemplary damages
- Hazardous work as defined within insurers schedule
- Erection or dismantling of any spectator stand or seating of temporary or portable design or construction
- Ownership of nightclubs or live entertainment venues

Capacity and Services

We act as your agent in sourcing and placing this insurance and will continue to do so in the event of a claim.

We selected a product from a particular insurer which we had already identified as being suitable for this type of policy.

We use the services of another intermediary to help place your insurance.

This is a brief summary of the cover provided by this policy. For full details including conditions & exclusions please refer to the policy document.

E&OE

Date prepared: 9th May 2019

Directors & Officers

Policy Holder:	The Croxley Green Society
Insurer:	XL Catlin Insurance Company UK Ltd via Angel Underwriting
Policy Number:	DQ0300559
Expiry Date:	14 th May 2020
Business:	Organisation and co-ordination of local events and activities including Revels on the Green and Croxfest music festival

Trustees & Committee Members Liability

Indemnity for losses of directors or officers, past, present or future trustees or committee members of the organisation arising from a Wrongful Act first made during the period of insurance and committed by them in such capacity including reimbursement to the organisation where legally it has paid such individual for such loss including defence costs agreed with insurers

Indemnity for costs and expenses incurred in connection with an official investigation

Criminal defence costs and expenses in connection with death or injury

Pollution and contamination defence costs

£500 excess breach of confidentiality, data protection, fidelity & loss of documents

Nil excess all other claims

Limits of Liability

£250,000 in total per period including defence costs and expenses

Wrongful Acts

Actual or alleged act, error, omission, misstatement, misleading statement, defamatory statement, negligent act, negligent error, negligent omission or negligent breach of duty on the part of a governor, trustee, committee member, director or officer of the organisation or any allegation made against the insured in his or her capacity as a governor, trustee, committee member, director or officer of the organisation including employment practice claims

Premium Calculation

Premium has been based on the turnover limit not exceeding £15,000

Territorial Limits and Jurisdiction

Worldwide excluding USA &/or Canada

Extensions

- Automatic Acquisition cover if turnover growth is less than 50%
- Unintentional breach of confidentiality £250,000
- Data protection £250,000
- Extended discovery period available at additional cost
- Emergency defence costs £12,500
- Fidelity - theft of the organisation's property or money by insured persons or employees £10,000 per period
- Loss of or damage to documents or data £10,000 per period of insurance
- Outside boards
- Personal appointments £62,500 per period
- Retirement run off liability 6 years
- Takeover and merger run off liability 6 years
- Identity theft £100,000 in the aggregate
- Criminal defence costs & expenses
- Investigation costs & expenses
- Pollution & contamination defence costs £250,000 in the aggregate
- Extradition proceedings defence costs
- Asset and Liberty proceedings defence costs £25,000 per period
- Public Relations costs £12,500 per period
- Personal Estates, heirs, legal representatives or assigns

Principal Exclusions

- Breach of copyright
- Changes in your circumstances or failure to provide information to insurers
- Death or bodily injury or damage to property
- Dishonest, fraudulent or criminal acts after conviction or admission of such conduct
- Fidelity losses after there is reasonable suspicion of such conduct
- Other insurance
- Employee benefits
- Pollution other than defence costs
- Fines and penalties
- Known claims or circumstances prior to the period of insurance
- Provision of professional advice
- Gaining of unlawful profit or advantage
- Purchase, sale or exchange of securities
- Wrongful Acts occurring after any subsidiary ceases to be a subsidiary
- Claims in USA &/or Canada
- Manufacture, supply or sale of goods
- War & terrorism

Sanctions Exclusion Clause

The insurer shall not provide any benefit under any section of this policy to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation

Legal Helpline

Available Monday to Friday from 9 a.m. to 5 p.m. for general English legal advice on corporate or commercial problems potentially giving rise to a liability under this policy.

Telephone DAC Beachcroft LLP on 0117 918 2755

Advice on the Helpline is at no charge for the first 30 minutes only and is not otherwise recoverable from the Insurer. Advice given will not include whether or not there might be a notifiable circumstance or claim under the policy, any issues concerning the validity of the policy, or any policy coverage issues. Calls to the Helpline do not and cannot compromise any form of notification to the Insurer such as may be required under this policy.

Capacity and Services

We act as your agent in sourcing and placing this insurance and will continue to do so in the event of a claim.

We selected a product from a particular insurer which we had already identified as being suitable for this type of insurance.

We will place your insurance directly with the product provider.

This is a brief summary of the cover provided by this policy. For full details including conditions & exclusions please refer to the policy document.

E&OE

Date prepared: 9th May 2019