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 Plaxtol Memorial Hall
Policyholder's policy number:	CCP 2250428

Hirers' details

Name of hirer:	

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 straight away.
- 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.

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	**Summary of special requirements**
Using bouncy castles and other land based inflatables or trampolines	Supervision, safety and location requirements for equipment
Use of gym equipment	Supervision and training
Use of a baptistry	Safety checks and procedures
Face painting and henna tattoos	Safety procedures and hygiene precautions
Fixed outdoor adventure and playground equipment	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**
Fax: **01323 644082**
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Registered number: 24869 England

Member of:
Association of British Insurers

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Phone: **0800 111 6768**

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437 HIRERS' PUBLIC LIABILITY EXTENSION (£5M INDEMNITY LIMIT)

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.

Definitions

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 italics*** 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.

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***
asbestos	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 employee(s)	any person: • under a contract of service or apprenticeship with the ***hirer*** • who is hired to, supplied to or borrowed by the ***hirer*** • 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***) 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
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, ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public in fear
we / us / our	Ansvar Insurance - a business division of Ecclesiastical Insurance Office plc.

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437 HIRERS' PUBLIC LIABILITY EXTENSION (£5M INDEMNITY LIMIT)

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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***.

4. 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) ***terrorism*** regardless of any other contributory cause
   b) any action taken in controlling, preventing, suppressing or in any way relating to ***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, paint-balling, parkour or freerunning, professional sport of any kind, racing or time trials (other than on foot), rugby, water activities of any kind (other than swimming), weightlifting 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, mechanically propelled vehicles, motorised fairground rides, water based play inflatables, roller skates, 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:
   i. food or drink supplied by the ***hirer*** at the ***premises*** in connection with the ***hirer's*** activities

l) 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
o) 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. Any legal liability directly or indirectly arising from:
a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.
11. Any liability occasioned by or happening through war, invasion, act of foreign enemy, hostilities or war like operations (whether war be declared or not), civil commotion assuming proportions of or amounting to a popular rising, civil war, military rising, mutiny, rebellion, revolution, insurrection, military or usurped power or martial law.
12. Any liability 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.
13. Any liability directly or indirectly arising from the failure or possible failure of any computer or other equipment media or system (or any part of them) for processing storing or retrieving data to include without limitation any microchip integrated circuit or similar device or any computer software:
a) correctly to recognise any date as its true calendar date
b) to save and/or correctly interpret or process any data or command as a result of treating any date other than its true calendar date
c) to save or correctly process any data on or after any date.
14. 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.
15. 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***.
16. 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) for use of any bouncy castle and/or any other land-based inflatable, to ensure that:
- it is supervised by responsible persons authorised by the ***hirer*** at all times when in use or inflated
- 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

and, in respect of any bouncy castle it is:
- not used by children under 2 years old
- restricted to use by age group (age groups 2 to 5, 6 to 12 and over 12 years must not be mixed).

b) for use of any trampoline, to ensure that it is:
- supervised by responsible persons authorised by the ***hirer*** at all times when in use
- fitted with safety side netting to prevent falls from the trampoline
- not used by more than one person at a time.

2 USE OF GYM EQUIPMENT

to take reasonable precautions to ensure that any gym equipment or facility the ***policyholder*** provides to the ***hirer*** is not used by any unauthorised persons and that it is:
- supervised by a qualified gym instructor at all times when in use, or
- 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***.

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***.

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437 HIRERS' PUBLIC LIABILITY EXTENSION (£5M INDEMNITY LIMIT)

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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:

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***:
  - for 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, pollution or contamination

is £5,000,000.

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***.

4. FRAUD
If the ***hirer*** or anyone acting for the ***hirer***:
- make(s) a false or fraudulent ***claim***
- support(s) a ***claim*** by any fraudulent document, device or statement

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
- retain the right to:
  a) refuse any ***claim*** arising after a fraudulent act
  b) cancel cover under this endorsement from the date of a fraudulent act even if the policy expired before the discovery of the fraudulent act
  c) keep the premium.

We will still remain responsible for legitimate ***claims*** before the fraudulent act.

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Continued...

General Conditions for Hirers' Public Liability Extension

5. CLAIMS PROCEDURE (POLICYHOLDER AND HIRER'S DUTIES)
When the ***hirer*** becomes aware of a possible ***claim*** under this endorsement the ***hirer*** shall notify the ***policyholder*** immediately.
When the ***policyholder*** becomes aware of a possible ***claim*** the ***policyholder*** shall notify ***us*** immediately.
The ***policyholder*** and the ***hirer*** must (at their expense):

- give all assistance, information and documentation ***we*** may reasonably require within any timescales ***we*** may set at the time
- send to ***us***, unanswered, every writ, summons or other communication immediately it is received
- send to ***us*** written details of any related inquest, legal inquiry, prosecution or procedure immediately it is known to the ***policyholder*** or the ***hirer***
- if ***we*** require, provide to ***us*** a statutory declaration of the truth of the ***claim***.

When the ***policyholder*** or the ***hirer*** become aware of a possible ***claim*** under this policy the ***policyholder*** and the ***hirer*** shall not:

- admit, deny, negotiate or settle a ***claim*** without ***our*** written consent
- abandon any property to ***us***.

6. CLAIMS PROCEDURE (OUR RIGHTS)
If the ***policyholder*** makes a ***claim*** under this endorsement ***we*** have the right:

- at any time to start, take over, defend and conduct any legal action or prosecution in the ***hirer's*** name
- 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.

7. SUBROGATION
Before or after ***we*** settle any ***claim*** under this policy the ***policyholder*** and the ***hirer*** shall, at ***our*** request and at ***our*** expense do, or permit to be done, anything necessary or reasonably required by ***us*** in order to:

- enforce any rights and remedies against
- obtain relief or indemnity from

other parties, to which ***we*** would be entitled after settlement of that ***claim***.

8. OTHER INSURANCE
We will only pay for any amount over the limit obtainable under such other insurance which is or would be payable but for the existence of this endorsement.

9. 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.

10. REASONABLE CARE
At all times the ***hirer*** must take all reasonable steps to:

- prevent or minimise ***damage*** or ***bodily injury***
- protect the property hired from the ***policyholder***
- exercise and use reasonable care in the selection and supervision of the ***hirer's employees***
- comply with all statutory and other obligations and regulations imposed by any authority
- make safe any defects in the property hired from the ***policyholder*** immediately they are identified.

Complaints procedure

If you have any reason to complain about the advice or service you have received, please contact us as soon as possible.
You can complain in writing or by phone at any time using the contact details below.

Ansvar Insurance
Ansvar House, St. Leonards Road, Eastbourne, East Sussex, BN21 3UR
Phone Ansvar Insurance: **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.

If this is not possible:

- We will promptly acknowledge all complaints.
- All complaints will be investigated diligently and impartially within Ansvar.
- We will respond formally to your complaint as soon as possible.
- We will keep you informed of the progress of the investigation.
- If you are not satisfied with our response, or we have not completed our investigation after eight weeks, we will inform you of your right to take the complaint to:
  Financial Ombudsman Service (FOS)
  Exchange Tower, London, E14 9SR

  Phone FOS: 0800 023 4567 free if phoning from a 'fixed' line (for example a land line at home), or
  0300 123 9123
  Email: complaint.info@financial-ombudsman.org.uk

This complaints procedure does not affect your right to take legal action.

Ansvar Insurance
Ansvar House, St. Leonards Road
Eastbourne, East Sussex, BN21 3UR

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Fax: 01323 644082
Email: ansvar.insurance@ansvar.co.uk
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