

Schedule

Multi Cover Commercial

Policy number: CHU-COM-00012052019
Agent reference: 40865119

Client number: 31675387

Insured: Officers Committee and Members for the time being of Hampsthwaite Memorial Hall
Agent name: Jelf Insurance Brokers Limited t/a Marsh Commercial (Harrogate Enterprise Business Unit)

Postal address:

14 High Street
Hampsthwaite
Harrogate
North Yorkshire
HG3 2ET

Address:

Central House
Beckwith Knowle
Otley Road
Harrogate
HG3 1UF

Issuing office:

Grove House
Newland Street
Witham
CM8 2UP

Business Description: Memorial Hall

Effective date: 12/01/2022
Expiry date: 11/01/2023

Date of issue: 13/01/2022

Premium ex IPT: £ 4,188.76
IPT @ 12.0%: £ 502.64
Underwriting fee: £ 35.00
Total premium: £ 4,726.40

Important information

This Schedule forms part of the policy.

You must make a fair presentation of the risk to **Us** when **You** take out, renew or vary **Your** policy. This means that **You** must tell **Us** about all facts and circumstances which may be material to the risks covered by **Your** policy and **You** must do so in a clear and accessible manner. Material facts are those which are likely to influence **Us** in the acceptance or assessment of the terms or pricing of **Your** policy. If **You** are in any doubt as to whether a fact is material, **You** should tell **Us** about it.

If **You** fail to make a fair presentation of the risk, where that failure is deliberate or reckless, or where

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We would not have issued, renewed or varied **Your** policy had **You** told **Us** about a material fact or circumstance, **We** may treat **Your** policy as if it had not existed and refuse to pay any claims and require **You** to repay any claims that **We** have already paid under the policy. In other cases, **We** may only pay part of the value of **Your** claim or impose additional terms.

For these reasons, it is important that **You** check all of the facts, statements and information set out in this document and any other information provided are complete and accurate, and that **You** have answered any questions completely and accurately. If there is more than one person involved in **Your Business** or employed by **You**, **You** should check with them where appropriate that the facts and statements that **You** make are complete and accurate.

If any of the facts, statements or information about **You** or **Your Business** are incomplete or inaccurate, **You** or **Your** agent must contact **Us** immediately. Failure to do so may mean that **Your** claim will not be paid, or that **We** will impose different terms on **Your** policy, or charge **You** a higher premium or, in the worst case, invalidate **Your** policy and require **You** to repay any claims that have already been paid under the policy.

Data Protection (this notice applies to all sections of this application)

You should understand that information **You** provide to us may contain personal data as defined under the General Data Protection Regulation (Regulation (EU) 2016/679). By providing this information, **You** consent to the processing of **Your** personal data by **Us**, the Insurer and their affiliated companies for the purposes set out in the Privacy Notice in the policy wording. **You** should be aware that some of these organisations may be located outside the United Kingdom and the European Economic Area. Please be assured that **We** and the Insurer have taken appropriate steps to safeguard **Your** information according to relevant data privacy laws. Please contact **Us** if **You** require further information on measures undertaken to protect **Your** data. An explanation detailing how **Your** information is used can be found within the Privacy Notice in the policy wording.

The policy wording applicable is: Multi Cover Commercial v3 01 10 2021 which is available to download at: <http://www.victorinsurance.co.uk/policy-wordings>

Cover summary

The following selections of cover have been selected; please see individual sections of cover and Locations for full details.

Cover	Insured/not insured
Material damage	✓
Business all risks	✗
Business interruption	✗
Money and assault	✓
Book debts	✗
Employers' liability	✓
Public liability	✓
Products liability	✓
Equipment breakdown	✓
Deterioration of stock	✓
Goods in transit	✓
Fidelity guarantee	✗
Legal expenses	✓
Personal accident	✗
Terrorism	✗
Cyber liability	✓

Cover

**Premises 1 - 14 High Street Hampsthwaite Harrogate North
Yorkshire HG3 2ET**

Premises occupation	
Primary building usage	Village Hall
Premises occupancy	

Section 1 - Material damage

The **Excess** applicable to this section is £250 unless otherwise stated below.

Property insured	Basis of settlement	Sum insured
Building including Landlords Fixtures and Fittings	Reinstatement	(£795,607) £994,509
Machinery, Plant & All Other Contents	Reinstatement	(£17,218) £21,523
Computer Equipment	Reinstatement	(£1,710) £2,138
Additional Peril Subsidence is applicable Subsidence Excess		£1,000

Endorsements

CC017 Electrical Wiring Inspection Condition (UK)

- a. All electrical installations must be tested and inspected at least every five years by either a member of:
 - i. the National Inspection Council for Electrical Contracting (NICEIC); or
 - ii. the Electrical Contractors Association (ECA); or
 - iii. the ECA of Scotland (SELECT); or
 - iv. a suitably qualified electrical contractor who has been agreed by **Us** in advance of the testing and inspection

to ensure that it meets current IET (The Institution of Engineering and Technology) Wiring Regulations BS 7671

- b. Following a. above **Your** electrical contractor will issue **You** with an Electrical Installation

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Condition Report (EICR). **You** must ensure that any Fixed Wire Testing Observation Codes C1, C2 or F1 recorded in **Your** report are remedied within 30 days of the testing and inspection or as otherwise agreed by **Us**.

- c. **You** must provide **Us** with a copy of a satisfactory inspection and completion certificate following a. and b. above being completed.

CC056 - Minimum security condition

Condition CC056 - Minimum security condition applies. Please see **Your** policy wording for full details.

CC007 - Waste (weekly removal) condition

Condition CC007 - Waste (weekly removal) condition applies. Please see **Your** policy wording for full details.

CC022 - Premises Inspection

Condition CC022 - Premises Inspection as stated in **Your** policy wording is applicable.

CC031 - Kitchen warranty

If in relation to any claim **You** have failed to comply with the following conditions, **You** will lose **Your** right to indemnity or payment for that claim:

You must ensure that

1. all extract ducting, grease traps and filters are cleaned at least once every month
2. a minimum of one 2kg CO2 and one 9L foam extinguisher or one 3kg powder extinguisher, each conforming to BS-5423 and a fire blanket conforming to BS-6575 be located in the kitchen.

CC101 - Additional Contents Items

It is noted that under Section 1 - Material damage, **Machinery Plant and All Other Contents** includes the following items:

Trophy - £1,000

Section 4 - Money and assault

The **Excess** applicable to this section is £50 each and every loss.

Part A - Money

Estimated own annual carryings	Unknown
Crossed cheques and other non-negotiable instruments	£250,000
Money in transit by You or Your Employees	£5,000
Money in transit by a security company	£5,000
Money in locked safe	£2,000
	Type of safe
	Unknown
Money in any bank night safe	£5,000
Money at home of authorised person	£500
Money outside Business Hours , not in safe	£250
Money during Business Hours	£5,000
Money in vending machines	£500

Part B – Assault

Death and other capital benefits	£10,000
Medical expenses	£500
Permanent total disablement	£10,000
Temporary total disablement	£100 per week
	Total weeks payable 104 weeks
Temporary partial disablement	£100 per week
	Total weeks payable 104 weeks

Section 6 - Employers' liability

Limit of Indemnity	£10,000,000
Geographical Limit	UK
Basis	Wageroll
Direct - Non-Manual / Clerical	£ 3,373

Endorsements

The insured must ensure that:- A written health & safety policy is in force and that all employees are trained accordingly and suitable personal protection equipment is issued, worn and signed for Risk assessments are undertaken in accordance with Health & Safety law and formalised accident investigations and RIDDOR are carried out as necessary. All machinery and plant is installed and used in accordance with statutory requirements. Pre-employment checks are undertaken as required

Section 7 – Public liability

The **Excess** applicable to claims in respect of **Damage** to third party property is £250

The **Excess** applicable to claims in respect of **Damage** to third party property arising out of work using heat or fire is £1000

Limit of indemnity £5,000,000

Geographical limit UK

Geographical limit	Description	Turnover (£)
UK	Memorial Hall	£18,690

Endorsements

CC003 - Abuse Exclusion

We will not indemnify **You** under Section 7 - Public Liability in respect of **Abuse**

Abuse shall mean

- acts of hurting or injuring mentally or physically by maltreatment or ill use
- acts of forcing or sexual activity rape molestation or
- repeated or continuing contemptuous coarse or insulting words or behaviours

CC080 - Work Away Exclusion

We will not provide indemnity under Section 7 - Public liability in respect of any manual work carried out away from **The Premises** other than collection or delivery.

CC999 - Hirers' Liability

Applicable to Section 7 - Public Liability

We will, at **Your** request, treat any person, group or organisation hiring **The Premises** for their own private event as though they were **You** in respect of legal liability in respect of accidental:

a **Injury**

b **Damage** to **Property Insured**

arising from or in connection with such an event during the **Period of Insurance**.

We will not be liable:

- if an indemnity is provided by any other insurance
- if the number of event attendees or participants exceeds 250
- unless the hirer complies with and is subject to the terms, conditions and exclusions of this policy in so far as they can apply
- unless the conduct and control of all claims is vested in **Us**
- if the hirer has their own trading name or if the event at **The Premises** is being held for the hirer's own commercial gain or benefit
- if liability is assumed under the hiring contract or agreement where such liability would not have arisen in the absence of such contract or agreement

vii for claims arising from or in connection with any treatment provided
viii if the hirer is a political, lobbying or activist group or organisation
ix if the event involves sports or adventure activities, firearms, pyrotechnics, firework displays or bonfires, inflatable play equipment or trampolines.

Section 8 - Products liability

The **Excess** applicable to this section is £250 each and every loss unless otherwise stated below.

Limit of Indemnity £5,000,000

Turnover breakdown

Geographical limit	Description	Turnover (£)
UK	Memorial Hall	£18,690

Endorsements

CC082 - Products Liability Restriction

We will not provide indemnity under Section 8 - Products liability in respect of **Products Supplied** other than

1. the supply of food and drink
2. the supply of office requisites
3. the disposal of furniture and office equipment previously used in the course of **The Business**.

Section 9 - Equipment breakdown

The **Excess** applicable to this section is £350 each and every loss.

Property Insured	All Installed Plant, Machinery and Computer equipment (including portable)
Cover	Sudden and Unforeseen Damage
Limit of liability	£5,000,000
Computer equipment	£500,000
Portable computer equipment	£5,000
Reinstatement of data	£50,000
Increased cost of working	£50,000

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Section 10 – Deterioration of stock

The **Excess** applicable to this section is £50

Type of unit	Year of manufacture	Sum insured
Unknown	Unknown	£2,500

Section 11 – Goods in transit

The **Excess** applicable to this section is £100 each and every loss unless otherwise stated below

Own vehicles

Number of unspecified vehicles	1
Unspecified Vehicle limit	£10,000
Estimated annual carryings	£0

Endorsements

CC060 - Unattended Vehicle Theft Exclusion

Condition CC060 - Unattended Vehicle Theft Exclusion as stated in the policy wording is applicable.

Section 13 – Legal Expenses

Employment disputes and compensation awards
 Transfer of undertakings
 Legal defence
 Disciplinary hearings
 Statutory licence appeal
 Contract disputes
 Debt recovery
 Property protection
 Tenancy disputes
 Personal injury
 Tax protection
 Legal advice service
 Tax advice service
 Counselling service
 DAS businesslaw
 Employment manual

Limit of indemnity	£500,000 per period of insurance
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Section 16 – Cyber liability

The **Excess** applicable to this section is £500

The **Time Excess** applicable is 12 hours

Limit of indemnity

£50,000

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The Underwriters

This policy is administered and underwritten by Victor Insurance, a trading name of Marsh Ltd, on behalf of the following Insurers (referred to collectively as the 'Underwriters'), in accordance with the authority granted under:

Binding Authority Agreement Number / UMR	Section	Underwriter	Proportion
VI009/29224P/5347182X	Sections 1-8, Sections 10-12 and Sections 14 & 15	Ageas Insurance Limited. Registered Address: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA. www.ageas.co.uk Registered in England and Wales No 354568 Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register No 202039	100%
VI016/VICTHSB01012021	Section 9 Equipment Breakdown & Section 16 Cyber Liability	HSB Engineering Insurance Services Limited, registered in England and Wales: 03010292 and registered as a branch in Ireland: 906105. HSB Engineering Insurance Services Limited is an Appointed Representative of HSB Engineering Insurance Limited. Registered address: New London House, 6 London Street, London EC3R 7LP.	100%
VI015/TS5/6892481	Section 13 Legal Expenses	DAS Legal Expenses Insurance Company Limited DAS House Quay Side Temple Back Bristol BS1 6NH Registered in England and Wales Company Number 103274 DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.	100%

The subscribing Underwriters obligations under Contracts of Insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Underwriters are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

How to Make a Complaint

If **You** are unhappy with any aspect of the handling of **Your** insurance **We** would encourage **You**, in the first instance, to seek resolution by contacting **Your** insurance adviser. In the event that **You** remain dissatisfied and wish to make a complaint, **You** can do so by writing to the Country Manager, UK, Victor Insurance, Tower Place East, London, EC3R 5BU. If appropriate **Your** complaint may

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ultimately be handled by **Us** or a third party acting on **Our** behalf. If this is the case **We** will notify **You** upon receipt of **Your** complaint. Making a complaint does not affect **Your** right to take legal action.

If **You** are not happy with the outcome of **Your** complaint, **You** may have the right to ask the Financial Ombudsman Service (FOS) to review **Your** case. **You** will need to contact them within six months of the date of **Our** final decision letter.

You can also ask the Ombudsman to review **Your** case if **We** have not provided **You** with a final decision within eight weeks of receiving **Your** complaint.

The Ombudsman can help with most complaints if **You** are:

- A consumer;
- A micro enterprise employing fewer than ten persons that has an annual turnover and/or balance sheet total that does not exceed €2 million*;
- A charity which has an annual income of less than £6.5 million*;
- A trustee of a trust which has a net asset value of less than £5 million*;
- (in relation to consumer buy-to-let business) a buy-to-let consumer;
- A small business (which is not a micro enterprise) which has an annual turnover of less than £6.5 million and (i) employs fewer than 50 persons or (ii) has a balance sheet total of less than £5 million*;
- A guarantor

* at the time **You** refer **Your** complaint

If **You** are unsure whether the ombudsman will consider **Your** complaint, or for more information, please contact the Ombudsman directly on 0800 023 4567 or visit the FOS website at www.financial-ombudsman.org.uk

The address of the Ombudsman is: The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

Alternatively:

1. If **You** have a complaint regarding **Your** claim, please telephone the claims handler on the number shown in **Your** claims documentation.
2. Should **You** wish to make a complaint under Sections 9 or 16 please contact the Country Manager, UK, Victor Insurance, Tower Place East, London, EC3R 5BU
3. Should **You** wish to make a complaint under Section 13, the below (DAS Legal Expenses Insurance Company Limited) process should be followed
4. Should **You** wish to make a complaint under Sections 1-8, 10-12, 14 or 15 the below (Ageas Insurance Limited) process should be followed:

DAS Legal Expenses Insurance Company Limited (Section 13):

If there is any dissatisfaction with the way in which personal data has been processed, the Data Protection Officer can be contacted in the first instance using the following details:

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Data Protection Officer
DAS Legal Expenses Insurance Company Limited
DAS House
Quay Side
Temple Back
Bristol
BS1 6NH

Or via E-mail: dataprotection@das.co.uk

If **You** remain dissatisfied the Information Commissioner's Office can be approached directly for a decision. The Information Commissioner can be contacted at:-

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

www.ico.org.uk

We always aim to give **You** a high quality service. If **You** think we have let **You** down, **You** can contact us by:

- phoning 0344 893 9013
- emailing customerrelations@das.co.uk
- writing to the Customer Relations Department: DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH
- completing out online complaint form at www.das.co.uk/about-das/complaints

Further details of our internal complaint-handling procedures are available on request. If **You** are not happy with the complaint outcome or if we've been unable to respond to **Your** complaint within 8 weeks, **You** may be able to contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible complaints.

(Details available from www.financial-ombudsman.org.uk)

You can contact them by:

- phoning 0800 023 4567 (free from mobile phones and landlines) or 0300 123 9123
- emailing complaint.info@financial-ombudsman.org.uk
- writing to The Financial Ombudsman Service, Exchange Tower, London E14 9SR

Further information is available on their website: www.financial-ombudsman.org.uk

Using this service does not affect **Your** right to take legal action.

Ageas Insurance Limited (Sections 1-8, 10-12, 14 & 15)

You can write to Ageas Insurance Limited at the address shown below or email them through their website at www.ageas.co.uk/make-a-complaint (please include **Your** policy number and claim number if appropriate).

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Customer Services Adviser, Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA.

In the unlikely event that **You** have not received a response within eight weeks, or **You** are not happy with **Our** final response, **You** may be entitled to refer **Your** complaint to the Financial Ombudsman Service but **You** must do so within six months of the date of the final decision.

The Ombudsman is an impartial complaints service which is free for customers to use and taking **Your** complaint to the Ombudsman does not affect **Your** right to take **Your** dispute to the courts. **You** can find out more about how to complain to the Ombudsman online at www.financial-ombudsman.org.uk.

Alternatively, **You** can contact them at Financial Ombudsman Service, Exchange Tower, London E14 9SR.

By phone: 0800 023 4567 or 0300 123 9123

By email: complaint.info@financial-ombudsman.org.uk

Please note that if **You** do not refer **Your** complaint within the six months, the Ombudsman won't have our permission to consider **Your** complaint and therefore will only be able to do so in very limited circumstances, for example, if it believes that the delay was as a result of exceptional circumstances.

Financial Services Compensation Scheme

Victor Insurance underwrites on behalf of a select group of insurers who are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the Scheme if they are unable to meet their obligations to **You** under this contract of insurance. Further information about the Scheme is available at www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100.

Law and Jurisdiction

The parties are free to choose the law applicable to this policy. Unless specifically agreed to the contrary, this policy shall be governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.

Making a claim

To make a claim under any section of cover other than Legal Expenses, Cyber Liability and Equipment Breakdown please contact Ageas Insurance commercial claims department on 0345 122 3283. The line is open 24 hours a day 365 days a year. The claims handler will take full details of the claim and guide **You** through the next steps.

Alternatively **You** can email to: commercialclaimsgloucester@ageas.co.uk or write to Commercial Claims Department Ageas Insurance Limited, Ageas House, The Square, Gloucester Business Park, Brockworth Gloucestershire GL3 4FA.

If **Your** claim is relating to Legal Expenses please contact DAS Legal Expenses Insurance Company Ltd:

Telephone: 0344 893 9012, available 24 hours a day, 7 days a week

Alternatively, **You** can visit www.das.co.uk/legal-protection/how-to-claim

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Notify **Us** of any claim or any incident which may lead to a claim as soon as possible. The sooner **We** are involved, the more opportunity **We** have to resolve the claim to **Your** satisfaction. **You** must notify **Us** within seven days if the incident relates to **Damage** by riot, civil commotion, labour or political disturbances.

Important note:

Please do not ask for help from a lawyer, accountant or anyone else before **We** have agreed that **You** should do so. If **You** do, **We** will not pay the costs involved even if **We** accept the claim.

If **Your** claim is relating to Cyber Liability or Equipment Breakdown please contact HSB Engineering Insurance Limited:

Email: new.loss@hsbeil.com

Call: 0330 100 3432 24 hours a day 365 days a year