

# Your Policy Schedule

This insurance policy, which meets your demands and needs, has been based on the latest information obtained from you. The Policy, the Policy Schedule, Certificates of Insurance and Endorsements form one document and should be read together. This Schedule replaces any previous Schedule issued to you.

<b>Organisation name:</b>	Witney Woodland Volunteers	
<b>Address:</b>	5 Tower Hill, Witney, Oxfordshire, OX28 5ET	
<b>Tennyson Policy Number:</b>	P/ 01/ 85203243	
<b>Zurich Policy Number:</b>	XAO:27T0010013	
<b>Policy Form Reference:</b>	MCOAAB02	
<b>Period of insurance:</b>	21 <sup>st</sup> May 2021	To: 20 <sup>th</sup> May 2022
<b>Long Term Agreement:</b>	N/A	
<b>Premium (Incl. Taxes):</b>	£ 218.12	

This document contains the following sections:

1. Our understanding of you
2. Exclusions
3. A summary of your Cover
4. A breakdown of your Cover
5. Active Endorsements
6. General Notes
7. Claims contact information

Please take the time to read through these documents carefully. If you have any questions please do contact us as soon as possible.

## IMPORTANT

1. Please remember your cover is based on the information that you have given us. If circumstances change (for instance you employ more staff or deliver more services) then you should tell us, so that we can ensure you have sufficient cover in place. We are unable to give you advice so it is your responsibility to check the cover is correct for your organisation.
2. Our policies are only available to “not-for-profit” organisations

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## 1. Our understanding of you

On our website, you confirmed that the following are true:

- a) That any employees or volunteers who work with children unsupervised have been DBS checked and that these checks are routinely updated at least every 3 years.
- b) That you have done a health and safety risk assessment before starting any activity.
- c) That you tell us everything that you think could affect our view of the risks that your organisation faces.
- d) All the information that you have entered is correct to the best of your knowledge.
- e) That you will let us know if the size or scope of what you do changes while your policy is live.

## 2. Exclusions

You have agreed that the following activities are excluded from cover:

**Excluded activities:**

- a) Manufacturing
- b) Running a care home
- c) Providing outreach or homecare workers - where physical care is provided
- d) Owning a building with a history of subsidence
- e) Holding events featuring staging erected by you or PA systems that are overhanging or require rigging <sup>1</sup>
- f) Organising or taking part in demonstrations, marches or parades linked to political, lobbying or activist groups. Cover is not available for any political or commercial organisation.
- g) Organising or managing your own firework displays/bonfires <sup>2</sup>
- h) Managing a Bouncy Castle or other inflatable play areas and goods <sup>2</sup>
- i) Running a motorised float <sup>2</sup>
- j) Organising or taking part in stunt driving, or adrenaline sports
- k) Any role where there is frequent and/or intensive contact with children and/or vulnerable adults

*NOTE <sup>1</sup>: You may of course obtain these services from a professional supplier but you should check that they have Public Liability cover.*

*NOTE <sup>2</sup>: This does not stop you hiring in features such as these from suppliers who manage these activities and have their own Public Liability cover.*

### 3. Summary of cover

Line of cover	Insured / Not insured
PART A: Material Damage	Not Applicable
PART B: Business Interruption	Not Applicable
PART C: All Risks	Insured
PART D: Money and Personal Accident Assault	Not insured
PART E: Public and Products Liability	Insured
PART F: Hirers Liability	Not insured
PART G: Employers Liability	Not insured
PART H: Libel and Slander	Not insured
PART I: Motor	Not Applicable
PART J: Motor Legal Expenses and Uninsured Loss Recovery	Not Applicable
PART K: Plant Inspection Contract	Not Applicable
PART L: Plant Protection	Not Applicable
PART M: Deterioration of Stock	Not Applicable
PART N: Employee Dishonesty	Not Insured
PART O: Personal Accident (fixed benefits)	Insured
PART O: Personal Accident (% of salary benefits)	Not Applicable
PART P: Legal Expenses	Not Applicable
PART Q: Trustee and Trust Fund Liability	Not Applicable
PART R: Professional Indemnity	Not Applicable
PART S: Business Travel	Not Applicable

## 4. Breakdown of Cover

Parts not applicable to cover: A,B,I,J,K,L,M,P,Q,R,S

### PART C: All Risks

Where no premises address is shown, the item is not based at one location and cover is provided anywhere within the Territorial Limits.

Sum Insured	Excess
Inventory as held by the insured - Up to £5,000	£100

**Excess:** The excess stated above applies to each and every loss.

### PART D: Money and Personal Accident Assault

Not Insured

### PART E: Public and Products Liability

**Note:** This cover automatically includes Product Liability and Property Owners Liability

**Limit of indemnity:** £5,000,000

**Excess:** Nil

Number of events declared	Maximum No. of Attendees
Up to 5 events	

### PART F: Hirers Liability

Not Insured

### PART G: Employers Liability

Not Insured

### PART H: Libel and Slander

Not Insured

### PART N: Employee Dishonesty

Not Insured

### PART O: Personal Accident (fixed

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**benefits)**

Cover is limited to £500,000 any one person and £2,000,000 any one incident.

**Cover applies to:**

All Employees and Volunteers

**Max Capital Benefit:**

£20,000

**Weekly Benefit (Total temporary disablement):**

£200

**Cover**

Applicable to Sections 2 and 3 (Accident and Assault) as specified in Part O of your policy wording.

**Excess:**

Nil

## 5. Active Endorsements

### Operative Endorsements

#### General Exclusions

A new general exclusion is added as follows:

This policy does not cover:

#### Communicable Diseases

**Applicable to Parts A - Material Damage, B - Business Interruption, C - 'All Risks', D - Money, E - Public and Products Liability, F - Hirers' Liability and M - Deterioration of Stock**

any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with the following:

- a) a **communicable disease**; or
- b) the fear or threat (whether actual or perceived) of a **communicable disease**

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

This exclusion does not however apply to the following:

- i) Part B – Business Interruption in respect of and only to the extent of cover expressly stated as being provided under the extensions and Named Diseases, Murder, Suicide or Rape
- ii) Part E – Public and Products Liability in respect of:
  - 1) food or drink poisoning; or
  - 2) Legionnaires' disease under the extension titled Legionella but only to the extent of cover expressly stated as being provided under the extension
- iii) Part F – Hirers' Liability in respect of food or drink poisoning

For the purposes of this exclusion '**communicable disease**' means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and
- b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
- c) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

#### **Part A: Material Damage, Part B: Business Interruption and Part C: All Risks**

For all properties the following Endorsements apply (*see pages 41 and 42 of your policy wording*)

- No. 1 Reinstatement Basis
- No. 2: Index Linking
- No. 7: Firebreak Doors and Shutters

Please ensure you read them and comply with any requirements of each.

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## Part E: Public and Products Liability

A new clause is added to Part E – Public and Products Liability as follows:

### Data Protection

**We** will also indemnify **you** for legal costs and expenses incurred with **our** prior consent, and all sums **you** are required to pay as damages to an individual arising from proceedings brought against **you** under:

- a) Sections 168 and 169 of the Data Protection Act 2018
- b) Article 82 of Regulation (EU) 2016/679 (General Data Protection Regulation).

Provided always that:

- i) **we** will not be liable under this clause for:
  - 1) fines, penalties, liquidated, punitive or exemplary damages
  - 2) the costs of notifying any person regarding loss of personal data
  - 3) the cost of replacing, reinstating, rectifying or erasing any personal data
  - 4) any deliberate or intentional criminal act or omission giving rise to any claim under this clause committed by **you**
- ii) **our** liability under this clause will not exceed £1,000,000 in any one period of insurance.

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## 6. General Notes

### 1. Fair presentation of the risk

You must make a fair presentation of the risk to us at inception, renewal and variation of your policy. This means that we must be told about all facts and circumstances which may be material to the risks covered by the policy and that you must not make a misrepresentation to us about any material facts. As part of your duty of fair presentation, you must ensure that the information detailed within the schedule is correct and complete. A material fact is one which would influence the acceptance or assessment of the risk. If you have any doubt about facts considered material, it is in your interests to disclose them to us.

Failure to make a fair presentation of the risk could result in the policy either being avoided, written on different terms or a higher premium being charged, depending on the circumstances surrounding the failure to present the risk fairly.

This policy is compliant with the principles of the Insurance Act 2015 law reforms. It also incorporates an 'opt out' which has the aim to promote good customer outcomes. We have opted-out of the 'proportionate reduction of claim remedy' available to insurers under the Insurance Act 2015. This means that in cases of non-disclosure or misrepresentation which are neither deliberate nor reckless, if we would have charged an additional premium had we known the relevant facts, we will charge that premium and pay any claims in full rather than reducing claims payments in proportion to the amount of premium that would have been charged.

We believe that our 'additional premium approach' should, in most situations, be more favourable to our customers when compared to the proportionate reduction of claim remedy. Our additional premium approach does not affect our right to apply the other remedies available under the Act for non-disclosure or misrepresentation.

### 2. Cancellation

All insurance policies run for a fixed period of time. The Insured can terminate an insurance contract verbally or in writing at any time. No refund will legally be due for any unused period of cover outside of the 'cooling off period' for consumer customers or following initiation for organisations and businesses. The Insurer may cancel the policy by giving 30 days' notice in writing. In such an event the insured will be entitled to a return of premium in respect of the unexpired portion of the period of insurance.

### 3. Bonus and fee structure

Employees and businesses who work for ZIP UK are remunerated in various different ways for selling insurance contracts. Employees receive a basic salary and also receive a bonus based on a number of factors, including the achievement of sales and quality targets. Businesses which work for the insurer on an outsourced basis receive a fee and also additional payments based on a number of factors, including the achievement of sales and quality targets.



## 7. Claims Contact Information

If you need advice on a claim, it is important that you speak to the appropriate specialist. Claims specialists are available to discuss your cover and advise you on how to make a claim. Their contact details are:

Line of cover	Claims team	Claims contact details	
Buildings, Contents including All Risk Items	Property Claims	Tel:	0800 028 0336
Business Interruption		Email:	<a href="mailto:farnboroughpropertyclaims@uk.zurich.com">farnboroughpropertyclaims@uk.zurich.com</a>
Money		Address:	Zurich Municipal Property Claims, PO Box 3303, Interface Business Park, Swindon, SN4 8WF
Works In Progress			
Public Liability	Liability Claims	Tel:	0800 876 6984
Employers Liability			
Personal Assault under Money			
Personal Accident		Email:	<a href="mailto:fnlc@uk.zurich.com">fnlc@uk.zurich.com</a> (New Claims) <a href="mailto:zmflc@uk.zurich.com">zmflc@uk.zurich.com</a> (Subsequent correspondence)
Professional Negligence			
Hirers Liability		Address:	Zurich House, 1 Gladiator Way, Farnborough, Hampshire, GU14 6GB (DX 140850, Farnborough 4)
Fidelity Guarantee			
Libel and Slander			
Plant Protection			
Engineering – Deterioration of Stock			
Business Travel			
Motor	Motor Claims	Tel:	0800 916 8872 (new claims) 0800 232 1913 (customer damage)
		Email:	<a href="mailto:zmmotorclaimsoffice@uk.zurich.com">zmmotorclaimsoffice@uk.zurich.com</a>
Legal Expenses	DAS Legal Claims	Tel:	0117 976 2030 (Switchboard)

### General claims procedure

This is a description of the general claims procedure you will need to follow:

1. Contact the relevant claims office, to notify the claim
2. If necessary, a claim form will be sent out to you for completion, or you will be asked to send details in writing
3. In the event of uncertainty, please call the relevant office for guidance.
4. Out of hours/Emergency Property losses - please contact 0800 028 0336
5. You can track open claims online at: <https://www.zurich.co.uk/municipal/existing-customers>

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Communications may be monitored or recorded to improve our service and for security and regulatory purposes.