

## **SECTION 1 (THIRD PARTY LIABILITY) BESPOKE CLAUSES**

### **Premium Adjustment**

The premium for Section 1 (Third Party Liability) for the Period of Insurance 15/04/2023 to 15/04/2024 is adjustable in accordance with General Condition 11 and has been calculated at the rates shown for:

Category:	Declared
Subscriptions/Donations	Turnover: £45,000

The minimum premium for this Section for the period is £283.15 +Tax

### **Abuse Extension**

The insurance provided by this Abuse Extension is on a claims made basis with the costs and expenses of the claimant and the costs and expenses (incurred by Us or with Our written approval) of any Person Entitled to Indemnity included within the Limit of Indemnity

### **COVER**

You and/or any Person Entitled to Indemnity are covered to extent provided by this policy for:

- 1) liability for damages and claimant's costs and expenses for accidental Injury resulting from a Loss where any claim is
  - A) first made in writing to You and/or any other Person Entitled to Indemnity during the Period of Insurance and
  - B) notified to Us during or within thirty days after expiry of the same Period of Insurance
- 2) Legal Costs

This Abuse Extension is subject to a:

- 1) Limit of Indemnity of £1,000,000
- 2) a Retroactive Date of 15/04/2019

### **DEFINITIONS**

For the purposes of this Abuse Extension only the following expressions shall have the meaning set out below and not as currently stated within the policy:

#### **Person Entitled to Indemnity**

Person Entitled to Indemnity shall mean

- A) Your personal representative in respect of any liability incurred by You
  - B) at Your request
    - 1) any principal
    - 2) any of Your managers or governorsfor any liability in respect of which You would have been entitled to indemnity under this Abuse Extension had the claim been made against You
- other than
- A) any natural person committing or alleged to have committed Abuse against any other natural person
  - B) any Person who has or has been alleged to have
    - 1) authorised or permitted Abuse
    - 2) disregarded knowledge of Abuse
    - 3) had actual or constructive knowledge of Abuse and failed to notify a person with specific responsibility for

- the protection of children or vulnerable adults from Abuse
- 4) aided or contributed to or supported Abuse or
  - 5) intentionally or wilfully failed to comply with any procedure regulation or licence designed to protect children or vulnerable adults from Abuse

### **Injury**

Injury shall mean bodily injury, mental injury, death, disease or illness

### **Person**

Person shall mean

- A) an individual (a natural person) whether operating in the individual's own name or under a trade name
- B) an individual's personal agent or representative or
- C) any legal or commercial entity including but not limited to
  - 1) a body corporate
  - 2) a corporation sole
  - 3) a body politic
  - 4) a partnership
  - 5) any association or body of persons whether incorporated or not
  - 6) a charity or
  - 7) a trust

### **Limit of Indemnity**

The maximum amount We will pay under this Abuse Extension for any claim or series of claims arising out of any one Event

### **Loss**

Loss shall mean any claim or all claims of a series that are causally connected and arise out of an isolated repeated or continuing incidence of Abuse committed by one or more natural persons

### **EXCLUSIONS**

In addition to the General Exclusions, You are not covered for any claim:

#### **Procedural Guidelines**

in the event of any failure to comply with the procedural guidelines established by You concerning Abuse

#### **Retroactive Liability**

in respect of claims arising from a Loss caused prior to the Retroactive Date

#### **Prior Claims and Notifications**

in respect of claims arising out of circumstances

- A) known to You or any other Person Entitled to Indemnity prior to inception of this policy or
- B) notified under any other policy which was in force prior to the inception of this policy which might be reasonably expected to give rise to a claim

### **GENERAL PROVISIONS**

- 1) The maximum amount We will pay under this Abuse Extension will be the Limit of Indemnity
- 2) Where We are liable to indemnify more than one Person the total amount payable in respect of all damages and claimant's costs and expenses arising out of all claims during any Period of Insurance shall not exceed the Limit of Indemnity
- 3) At Our option We may at any time pay:

- A) the Limit of Indemnity (less any sums already paid or incurred) or
- B) any lesser amount for which the claim against You may be settled

We will then relinquish control of such claim and be under no further liability in respect thereof

- 4) All Losses shall be deemed to be made in the Period of Insurance when
  - A) the first claim in respect of a Loss was first made in writing to You and/or any other Person Entitled to Indemnity and notified to Us or
  - B) the first notification of any circumstance in respect of a Loss was first made in writing to Us
- 5) Where the Loss involves one or more claimants
  - A) We shall not provide indemnity against the consequences of any circumstances
    - 1) where the first claim in respect of a Loss was made against You and/or any other Person Entitled to Indemnity and which was notified to Us under any policy which was in force prior to the Period of Insurance or
    - 2) where the first notification of any circumstance in respect of a Loss was first made to Us under any policy which was in force prior to the Period of Insurance
  - B) the maximum amount We will pay under this Abuse Extension will be the Limit of Indemnity
- 6) The maximum amount We will pay in respect of all damages arising out of all claims during any Period of Insurance irrespective of the number of such claims and irrespective of the number of Persons Entitled to Indemnity having claims under this Abuse Extension shall not exceed the Limit of Indemnity

For the purposes of the Limit of Indemnity, all of the Persons Entitled to Indemnity under this Abuse Extension shall be treated as one party or legal entity, so that there will be only two parties to the contract of insurance, namely Us and You both as defined herein

## **SPECIAL PROVISIONS**

If during the Period of Insurance You become aware of any circumstance which may reasonably be expected to give rise to a claim under this Abuse Extension and notify Us of such circumstance during the Period of Insurance or within 30 days after expiry of the Period of Insurance then such subsequent claim shall be deemed for the purpose of this Abuse Extension to have been made during the Period of Insurance

Such notification must include the specific facts and circumstances which You reasonably expect to give rise to a claim.

## **SECTION 2 (INSURED PROPERTY) BESPOKE CLAUSES**

### **Subsidence Extension**

Exclusion 3) A) of Section 2 (Insured Property) is deleted and restated as follows

- 3) A) Damage caused by or arising from subsidence, ground heave or landslip
  - 1) arising from the settlement or movement of made-up ground or by coastal erosion or river erosion
  - 2) occurring as a result of the construction, demolition, structural alteration or structural repair of any Insured Property
  - 3) arising from normal settlement or bedding down of new structures
  - 4) commencing prior to the granting of cover under this insurance
  - 5) to car parks and driveways

## **EMPLOYERS' LIABILITY BESPOKE CLAUSES**

### **Employers' Liability Cover**

The insurance provided by Employers' Liability Cover is on a costs inclusive basis whereby the costs and expenses of the claimant and the costs and expenses (incurred with Our written consent) of You or any Person Entitled to Indemnity are included within the Limit of Indemnity stated below.

### **COVER**

You and/or any Person Entitled to Indemnity are covered to the extent provided by this policy:

- 1) Legal liability  
against legal liability for:
  - A) damages in respect of Bodily Injury of any Employee caused during any Period of Insurance:
    - 1) in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man or
    - 2) while temporarily outside these territoriesarising out of and in the course of employment by You in connection with the Insured Activities (including Support Services).
  - B) claimant's costs and expenses in connection with 1) A) above.
- 2) Legal representation costs  
in respect of:
  - A) costs of legal representation at:
    - 1) any coroner's inquest or inquiry in respect of any death
    - 2) proceedings in any court arising out of any alleged breach of statutory duty resulting in Bodily Injury which may be the subject of indemnity under the Employers' Liability Cover.
  - B) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under Cover 1) A) (Legal liability) above incurred with Our written consent.

### **EXTENSIONS**

#### **1) Unsatisfied court judgements**

In the event of a judgement for damages being obtained:

- A) by any person under a contract of service or apprenticeship with You (or their personal representatives) in respect of Bodily Injury of such person caused during any Period of Insurance and arising out of and in the course of employment by You in connection with the Insured Activities (including Support Services)
- B) against any company or individual operating from premises within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man in any court situated in the territories specified in B) above and
- C) remaining unsatisfied in whole or in part six months after the date of such judgement at Your request We will pay to such person or their personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied.

Provided that:

- 1) there is no appeal outstanding
- 2) if any payment is made under the terms of this Extension 1 (Unsatisfied court judgements) such person or their personal representatives shall assign the judgement to Us.

### **DEFINITIONS**

The following expressions shall have the meaning set out below wherever they appear in the

Employers' Liability Cover.

### **Employee**

The definition of Employee is restated as follows:

- A) Any person under a contract of service or apprenticeship with You
  - B) Any of the following whilst under Your direct control and/or supervision
    - 1) person hired to or borrowed by You (including those supplied by an employment agency)
    - 2) labour master
    - 3) person supplied by any person under a contract of service or apprenticeship with You
    - 4) person employed by labour only subcontractors
    - 5) person undertaking study or work experience
    - 6) person working under the Community Offender Act 1978 or similar legislation
    - 7) prospective employees being assessed by You as to their suitability for employment
    - 8) self employed person providing You with labour only and not being in partnership with You
- nor
- being Your franchisee
  - 9) volunteers

### **Limit of Indemnity**

The maximum amount We will pay under the Employers' Liability Cover for any claim or series of claims arising out of any one Event

### **Offshore**

Embarkation on to a vessel or aircraft for conveyance to an offshore rig or platform, until disembarkation from the conveyance on to land upon return from such offshore rig or platform

## **CONDITIONS**

### **1) Amounts payable**

The maximum amount We will pay under this Employers' Liability Cover will be the Limit of Indemnity.

For the purposes of the Limit of Indemnity, all of the Persons Entitled to Indemnity under this Employers' Liability Cover shall be treated as one party or legal entity, so that there will be only two parties to the contract of insurance, namely Us and You, both as defined herein.

The Limit of Indemnity is:

- A) £5,000,000 any one Event for any claim arising directly or indirectly out of Terrorism
- B) £10,000,000 any one Event for all other claims.

Any amounts payable for the costs and expenses of the claimant and the costs and expenses (incurred by Us or with Our written consent) of any Person Entitled to Indemnity are included in the applicable Limit of Indemnity.

At Our option We may at any time pay:

- 1) the applicable Limit of Indemnity (less any sums already paid) or
- 2) any lesser amount for which the claim against You may be settled.

We will then relinquish control of such claim and have no further liability in respect thereof.

The maximum amount We will pay under this Employers' Liability Cover in respect of any one Event

during any Period of Insurance irrespective of the number of Persons Entitled to Indemnity having a claim under this Policy will be the Limit of Indemnity.

## **2) Observance**

Our liability is conditional upon observance of the terms of this Employers' Liability Cover and the General Conditions relating to anything to be done or complied with by You or any other Person Entitled to Indemnity except in so far as is necessary to comply with the requirements of any legislation enacted in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man relating to compulsory insurance of legal liability to employees.

### **Claim Notification**

Claims Condition 1 (Notification to Us) is deleted and replaced by the following:

You must notify Us without undue delay of any claim or circumstance which may give rise to a claim.

Claims must be notified to: [promise.injuryclaims@uk.rsagroup.com](mailto:promise.injuryclaims@uk.rsagroup.com)

When notifying any claim please quote policy number RKL80245 and provide a copy of this Schedule.

### **GENERAL PROVISIONS**

The following provisions do not apply to the Employers' Liability Cover:

- A) General Exclusions 1 to 18.
- B) General Conditions 8 (Amounts payable) and 14 (Multiple Insureds).
- C) The Policy Limit.

### **EMPLOYERS' LIABILITY TRACING OFFICE**

Certain information relating to Your insurance policy including, without limitation, the policy number(s), number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers' Liability Tracing Office, (the ELTO) and added to an electronic database, (the Database).

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure By Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers, (the Claimants):

- to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and
- to identify the relevant employers' liability insurance policies.

The Database will be managed by the ELTO.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability

insurance cover and any other persons or entities permitted by law.

By entering into this insurance policy You will be deemed to specifically consent to the use of Your insurance policy data in this way and for these purposes.