Ansvar Insurance, 4th Floor, The Office, 1 Market Square, Circus Street, Brighton, BN2 9AS
Phone: **0345 60 20 999** Email: **ansvar.insurance@ansvar.co.uk** Website: **ansvar.co.uk**

Policy number ACY 2191038 ENDORSEMENTS

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.

act of 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 goverment(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear
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	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 or board of directors) 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
we / us / our	Ansvar Insurance - a business division of Ecclesiastical Insurance Office plc

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The following extension is added to section 1 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) an ***act of terrorism*** regardless of any other contributory cause
   b) any action taken in controlling, preventing, suppressing or in any way relating to an ***act of 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, Olympic style weightlifting, paint-balling, parkour or freerunning, powerlifting, professional sport of any kind, racing or time trials (other than on foot), rugby, water activities of any kind (other than swimming) 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, motorised fairground rides, water based play inflatables, roller blades, rope courses, sandboards, segway vehicles, skates, skateboards and hoverboards, 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 food or drink sold or supplied by the ***hirer*** for consumption on 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. ***Damage***, consequential loss, liability, cost or expense directly or indirectly caused by, or contributed to by, or arising from:
    a) ionising radiation from, or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
    b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
    c) any weapon or device employing atomic or nuclear fission and/or fusion, or other like reaction, or radioactive force or matter
    d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter
    Part d) does not extend to radioactive isotopes other than nuclear fuel or nuclear waste when such isotopes are on the property insured and are being prepared, stored or used in the normal course of operations by the ***hirer*** or ***policyholder*** for the commercial, agricultural, medical, scientific or other similar peaceful purposes for which they were intended
    e) any chemical, biological, bio-chemical or electromagnetic weapon.
    However, this exclusion does not apply to losses arising from naturally occurring radioactive gases released from the earth such as Radon.
11. ***Damage***, consequential loss, liability, cost or expense directly or indirectly occasioned by happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power.
12. Any liability, cost or expense 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 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.
14. 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***.

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***:
  - caused by 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 or pollution or contamination

is £5,000,000.

This limit forms part of, and is not in addition to, the indemnity limit for the ***policyholder's*** Public and Products Liability cover.

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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*** or any other person claiming to obtain benefit under this endorsement:
- make(s) a false, fraudulent or exaggerated ***claim***
- support(s) a ***claim*** by any false or fraudulent document, device or statement
- cause(s) an event by a wilful or wrongful act which results in a ***claim***

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
- have the right to:
  a) refuse any ***claim*** arising after a fraudulent act
  b) cancel the cover by this endorsement from the date of a fraudulent act even if this policy or endorsement expired before the discovery of the fraudulent act
  (If ***we*** cancel this endorsement, ***we*** will notify the ***policyholder*** in writing by special delivery to the ***policyholder's*** last known address)
  c) keep the premium.

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

5. CLAIMS PROCEDURE (POLICYHOLDER AND HIRERS DUTIES)
It is a condition precedent to ***our*** liability under this extension that the ***policyholder*** and the ***hirer*** comply with the following (at their expense).

a) When the:
   - ***hirer*** becomes aware of a possible ***claim***, the ***hirer*** shall notify the ***policyholder*** as soon as is reasonably possible,
   - ***policyholder*** becomes aware of a possible ***claim***, the ***policyholder*** shall notify ***us*** as soon as is reasonably possible.

b) If the ***claim*** relates to, or includes, any allegations or proceedings made against the ***hirer***, or any person who is entitled to indemnity under this extension, the ***policyholder*** and the ***hirer*** shall:
   - not admit, deny, negotiate or agree a settlement without ***our*** written consent
   - send to ***us***, unanswered, every writ, summons or other communication immediately it is received without making any acknowledgement
   - send to ***us*** written details of any related inquest, legal inquiry, prosecution or procedure immediately it is known to the ***policyholder*** or the ***hirer***.

c) The ***policyholder*** and the ***hirer*** shall:
   - give all assistance, information and documentation ***we*** may reasonably require within any reasonable timescales ***we*** may set
   - not abandon any property to ***us***.

d) If requested by ***us*** the ***policyholder*** or the ***hirer*** shall:
   - complete ***our*** appropriate claim form
   - provide a statutory declaration of the truth of the ***claim***.

We will not deal with, continue to deal with or pay, any ***claim*** if the ***policyholder*** or the ***hirer*** fail to comply with any part of this condition where such failure adversely affected ***our*** liability for, or the amount of, any ***claim***. Any payment on account of a ***claim*** already made by ***us*** shall be repaid to ***us***.

6. CLAIMS PROCEDURE (OUR RIGHTS)
If the ***policyholder*** agrees that ***we*** may indemnify the ***hirer*** for a ***claim*** under this extension, ***we*** have the right 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
- at any time, and at ***our*** expense, to:
  i. start, take over, defend and conduct any legal action in the name of the ***hirer***
  ii. prosecute in the name of the ***hirer*** for ***our*** benefit any ***claim*** for indemnity or damages
  and ***we*** will have full discretion in the conduct and settlement of any such action.

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General Conditions for Hirers' Public Liability Extension

7. OTHER INSURANCE
If at the time any ***claim*** arises under this extension the ***policyholder*** or the ***hirer*** is, or would be, but for the existence of this extension, entitled to cover under any other insurance, ***we*** will only pay for any additional amount beyond the amount which would have been payable under such other insurance had this extension not been effected.

8. 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.

9. SANCTIONS
We shall not provide any cover under this policy or be liable to pay any ***claim*** or provide any benefit to the extent that the provision of such cover, payment of such ***claim*** or provision of such benefit would expose ***us*** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

If any such sanction, prohibition or restriction takes effect during the ***period of insurance you*** or ***we*** may cancel that part of this policy which is affected with immediate effect by giving such notice in writing.

In such circumstances, ***we*** shall return a proportionate premium for the unexpired period of cover provided no ***claims*** have been paid or are outstanding.

10. REASONABLE CARE (HIRERS' DUTIES)
At all times during the currency of this extension, the ***hirer*** must take reasonable steps to ensure:

- appropriate precautions are in place to prevent accidents, ***damage*** or ***bodily injury***,
- any property on hire from the ***policyholder*** is protected
- appropriate care in the selection and supervision of the ***hirer's employees***
- all statutory and other obligations and regulations imposed by any authority are complied with.

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