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# Insight

## community risks policy schedule

The Policy, the Policy Schedule, Certificates of Insurance and Endorsements form one document and should be read together. This Schedule replaces any previous Schedule.

Policy Number XAO-122037-7183

Insured Garden Classroom

Business As described in correspondence

Period of Insurance  
From 22nd September 2010  
To 21st September 2011  
and any other period for which cover has been agreed.

Renewal Premium £492.50  
Additional Premium Waived  
Premiums are exclusive of Insurance Premium Tax.

Schedule Number 04

Preparation Date 25th February 2011

Prepared by George Sheeba

**PART E - Public and Products Liability**

Effective Date: 22nd September 2010

**Limit of Indemnity :**

£5,000,000

**Operative Endorsements :**

**1. Public Liability Endorsement  
Environmental Clean Up Costs**

The following Special Definitions are added to Section1:

**Clean Up Costs**

- a) Testing for or monitoring of Pollution or Contamination
- b) the costs of Remediation required by any Enforcing Authority to a standard reasonably achievable by the methods available at the time that such Remediation commences.

**Remediation**

Remedying the effects of Pollution or Contamination including primary, complementary and compensatory actions as specified in the Environmental Damage (Prevention and Remediation) Regulations 2009.

**Enforcing Authority**

Any government or statutory authority or body implementing or enforcing environmental protection legislation within the territorial limits.

**Cover**

With effect from 01 July 2009 or the inception of the policy if later, we will indemnify you in respect of all sums including statutory debts that you are legally liable to pay in respect of Clean Up Costs arising from environmental damage caused by Pollution or Contamination where such liability arises under an environmental directive, statute or statutory instrument.

Provided always that:

- a) liability arises from Pollution or Contamination 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 same time such incident takes place
- b) our liability under this Extension shall not exceed £1,000,000 for any one occurrence and in the aggregate in any one Period of Insurance and will be the maximum we will pay inclusive all costs and expenses. This limit will form part of and not be in addition to the Limit of Indemnity stated in the Schedule
- c) immediate loss prevention or salvage action is taken and the appropriate authorities are notified

**Exclusions**

We shall be under no liability:

- 1. in respect of Clean Up Costs for damage to your land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in your care, custody or control
- 2. for damage connected with pre-existing contaminated property
- 3. for damage caused by a succession of several events where such individual event would not warrant immediate action

4. in respect of removal of any risk of an adverse effect on human health on **your** land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in **your** care, custody or control
5. in respect of costs in achieving an improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time Remediation commences
6. in respect of costs for prevention of imminent threat of environmental damage where such costs are incurred without there being Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident
7. for **damage** resulting from an alteration to subterranean stores of groundwater or to flow patterns
8. in respect of costs for the reinstatement or reintroduction of flora or fauna
9. for **damage** caused deliberately or intentionally by **you** or where they have knowingly deviated from environmental protection rulings or where **you** have knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which they are responsible
10. in respect of fines or penalties of any kind
11. for **damage** caused by the ownership or operation on behalf of **you** of any mining operations or storage, treatment or disposal of waste or waste products other than caused by composting, purification or pre-treatment of waste water
12. for **damage** which is covered by a more specific insurance policy
13. for **damage** caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed
14. for **damage** caused by disease in animals belonging to or kept or sold by **you**.

2. Section 3 – Special Exclusion 6 b) is amended to read as:

exemplary or punitive damages awarded by any Court of Law outside the territorial limits.

3. The following Section is added:

#### **Section 5 - Corporate Manslaughter and Corporate Homicide Act 2007**

We will indemnify the **you** against legal costs and expenses incurred with **our** prior written consent in defending any criminal prosecution including an appeal against a conviction arising from any such prosecution and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the Period of Insurance in the course of the **business**.

Provided that:

- a) **our** total liability under this Section will not exceed in the aggregate the sum specified in the Schedule as the Limit of Indemnity in any one period of insurance. This limit will form part of and not be in addition to the Limit of Indemnity specified in the Schedule
- b) this Section will only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands

- c) we must consent in writing to the appointment of any solicitor or counsel who are to act for and on your behalf
- d) you will give to us immediate notice of any summons or other process served upon you which may give rise to proceedings under this Section
- e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- f) we will not be liable for:
  - i) any deliberate or intentional criminal act committed by you giving rise to a corporate manslaughter or corporate homicide charge
  - ii) fines or penalties of any kind
  - iii) the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of:
    - 1) the Health and Safety at Work, etc Act 1974 or any regulations made thereunder
    - 2) the Consumer Protection Act 1987 or any regulations made thereunder
  - iv) defence costs available from any other source or provided by any other insurance or where but for the existence of this Section indemnity would have been provided by such other source or insurance
- g) where we have already indemnified you in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another section of the policy the amount paid under that section will be taken into account in arriving at our liability payable under this Section.

4. It is agreed that that Section 3 Exclusion 8 of this Part shall not apply to any discharge, release or escape of legionella from any premises owned or operated by you subject to:

- a) a regular risk assessment being carried out of all water systems to assess the risk of legionella and the suitable management of any risk of legionella being identified in the risk assessment; and
- b) compliance with the Health and Safety Commission's Approved Code of Practice entitled "Legionnaires disease - The control of legionella bacteria in water systems"; and
- c) details having been supplied by you to us of the number of premises owned or operated by you where cooling towers, evaporative condensers and/or other apparatus giving rise to an increased risk of legionella are present; and
- d) details having been supplied by the you to us of all incidents of legionellosis having occurred at any premises owned or operated by you in the last ten years.

All Pollution or Contamination which arises out of or as a consequence of any discharge, release or escape of legionella from any premises owned or operated by you shall be deemed to have occurred on the date that you first become aware of circumstances which have given or may give rise to such Pollution or Contamination.

This Part shall not apply to any claim arising from Pollution or Contamination which arises out of or as a consequence of any discharge, release or escape of legionella from any premises owned or operated by you if before the current Period of Insurance you had become aware of circumstances which have given or may give rise to such Pollution or Contamination.

Our total liability for Pollution or Contamination, including the indemnity provided by this endorsement, which is deemed to have occurred during the Period of Insurance will not exceed in the aggregate the sum specified in the Schedule as the Limit of Indemnity.

You shall give notice in writing to us immediately on becoming aware of circumstances which have given or may give rise to a claim under this endorsement.

**PART G - Employers Liability**

Effective Date: 22nd September 2010

**Limit of Indemnity :**

£10,000,000

For details of additional covers available please refer to your Policy wording or contact your Underwriter for a quotation.

**Long Term Undertakings**

Part E - Public and Products Liability. Long Term Undertaking Expiry Date : 22/09/2013

Part G - Employers Liability. Long Term Undertaking Expiry Date : 22/09/2013