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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-122024-2673
Insured	Oxford Federation Of Allotment Associations
Business	As described in correspondence
Period of Insurance	
From	1st May 2015
To	30th April 2016
and any other period for which cover has been agreed.	
Renewal Premium	£886.49
Additional Premium	£150.00
Premiums are exclusive of Insurance Premium Tax.	
Schedule Number	13
Preparation Date	27th May 2015
Prepared by	Hannah Wilde

PART E - Public and Products Liability

Effective Date: 1st May 2015

Limit of Indemnity : £10,000,000

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

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. Punitive Damages

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. Corporate Manslaughter and Corporate Homicide

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. Legionella

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.

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

ENDORSEMENTS

The Endorsements set out below are declared to be incorporated in and to form part of the policy numbered as below and are subject to the terms and conditions of the insurance in so far as they are not expressly varied hereby.

Insured: Oxford & District Federation Allotment Associations

Policy Number: XAO-122024-2673

Effective Date: 1st May 2015

PART E Public & Products Liability

This part is deemed to include the following organisations:

1. Barns Court
2. Bartholomew Road
3. Barton Fields
4. Blackbird Leys - Kestrel Crescent
5. Blackbird Leys - Watlington Road
6. Cowmead
7. Cripsey Meadow
8. Cutteslowe
9. East Ward
10. Elder Stubbs
11. Fairacres Road
12. Fairview
13. Headington & District - Eden Drive
14. Headington & District - Brasenose Farm
15. Headington & District - John Garne Way
16. Lenthall Road - Rose Hill
17. Barracks Lane
18. Bartlemas
19. Lower Wolvercote
20. Marston Ferry & Blackhall
21. Old Marston Mill Lane
22. Minchery Farm West
23. Osney - Twenty Pound Meadow
24. Osney - Botley Meadow
25. Ramsay Road
26. Rishingurst
27. South Ward
28. Spragglesea Mead & Dean's Ham
29. St.Clements & District
30. Thompson Terrace
31. Town Furze
32. Trap Grounds
33. Upper Wolvercote
34. Van Diemens Lane