

Policy Schedule
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Date of Issue:	2nd January 2024
Policy Type:	Marsh Commercial Allotment Combined Insurance Policy – Option 1
Policy Number:	3497475
Period of Insurance:	01 January 2024 to 31 December 2024
Underwritten by:	Ecclesiastical Insurance Office plc
Insured:	The committee for the time being of East Boldre Allotment Association
Risk Address:	East Boldre Road, Brockenhurst SO42 7WL
Business:	Allotment Society/Association
Premium:	£70.43
Insurance Premium Tax at 12%:	£8.45
Total	£78.88

**Policy Section Insured:**

This Schedule is an important document that should be read in conjunction with your policy booklet. This shows the cover in force you have chosen to insure. You should tell your broker if you want to make any changes.

The policy wording shows all the sections that are available and describes the standard terms for this insurance applicable at the time the wording was printed. Whenever it is necessary to bring your policy booklet up-to-date this will be communicated to you.

## Policy Sections

### Liabilities

Employers' Liability	Not Insured
Public & Products liability	Insured

### Property Damage

Buildings	Not Insured
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Contents	Not Insured
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Money with assault extension	Not Insured
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Personal Accident	Not Insured
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Trustees' and management liability	Not Insured
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## Liability Section

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### Employers' Liability

**Not Insured**

**If there are any additional Clauses applicable to the Employers' Liability Section, these are shown below**

### Public & Products Liability

**Insured**

Any One Event

£5,000,000

All Events happening during the Period of Insurance in respect of products supplied

£5,000,000

**If there are any additional Clauses applicable to the Public & Products Liability Section, these are shown below**

### Policyholder's Excess

The indemnity provided in respect of Public & Products Liability is subject to Your EXCESS of £100 in respect of loss of or damage to PROPERTY

**Property damage**

**Not Insured**

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**If there are any additional Clauses applicable to the Property Damage Section, these are shown below**

**Money with assault extension**

**Not Insured**

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**If there are any additional Clauses applicable to the Money Section, these are shown below**

**Personal accident**

**Not Insured**

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**If there are any additional Clauses applicable to the Personal Accident Section, these are shown below.**

**Trustees' and management liability**

**Not Insured**

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**If there are any additional Clauses applicable to the Trustee Liability Section, these are shown below.**

**In addition to any specific Clauses applied to your various Policy Sections, the following Endorsements and/or Clauses will also apply to your Policy**

## Endorsements

### **CC230 Infectious or Communicable Disease Exclusion**

Definition applicable to this exclusion

INFECTIOUS OR COMMUNICABLE DISEASE means any disease pandemic or epidemic including but not limited to any

- virus
- bacterium
- parasite
- other organism or infectious matter
- any mutation or variation to any of the above

whether

- living or dead
- natural or artificial
- officially declared an epidemic or pandemic or not transmitted by any direct or indirect means (whether asymptomatic or not)

This policy does not cover loss damage liability cost expense or any other sum of whatsoever nature directly or indirectly caused by resulting from arising out of or related to or contributed to by

1) any INFECTIOUS OR COMMUNICABLE DISEASE including but not limited to

- a. the fear of a threat (whether actual or perceived) from an INFECTIOUS OR COMMUNICABLE DISEASE
- b. contamination or fear of contamination (whether actual or perceived) of property by an INFECTIOUS OR COMMUNICABLE DISEASE

but this shall not exclude direct physical loss or physical damage to insured property at the PREMISES occurring during the Period of insurance resulting directly or indirectly from or caused by a peril otherwise insured by this policy

2) any action taken or failure to take action to prevent control or respond to any INFECTIOUS OR COMMUNICABLE DISEASE

Provided that

- i. this exclusion applies regardless of any concurrent or contributory cause or event or occurrence in any sequence with any other cause or event
- ii. in the event of any conflict between this exclusion and any other provision of this policy this exclusion shall always apply and take precedence over any such other provision
- iii. where WE apply this exclusion the burden of proving the contrary rests with the INSURED
- iv. this exclusion applies to all cover sections of this policy except those covers (where available and insured by this policy) noted below
  - a. Employers' Liability
  - b. Public Liability
  - c. Medical Malpractice
  - d. Reputational Risks
  - e. Professional Indemnity
  - f. Governors' Trustees' and Management Liability

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- g. Directors & Officers Liability
- h. Personal Accident
- i. Legal Expenses
- j. Travel
- k. Terrorism

### **CC232 Prevention of Access - non damage**

Business Interruption - Amendment to Prevention of access - Non-damage cover - applicable to any section of the policy covering business interruption loss of income loss of revenue consequential loss or rental income

Any extension that provides cover for prevention of access (non-damage) is deleted and replaced with the following

Prevention of access - Non-damage

Access to or use of the PREMISES being prevented or hindered by

- (a) any action of government police or a local authority due to an emergency which could endanger human life or neighbouring property
- (b) any bomb scare at or in the vicinity of the PREMISES

Excluding

- (i) any restriction of use of less than 4 hours
- (ii) any period when access to the PREMISES was not prevented or hindered
- (iii) closure or restriction in the use of the PREMISES due to the order or advice of the competent local authority as a result of an occurrence of food poisoning defective drains or other sanitary arrangements
- (iv) closure or restriction in the use of the PREMISES due to vermin

Limit

£10,000 any one period of insurance

Special conditions

- (1) For the purpose of part (b) of this extension the General exclusion Terrorism does not apply
- (2) The maximum indemnity period under this extension will not exceed 3 months

### **CC239 Food Poisoning defective sanitation vermin or murder or suicide extension**

Business Interruption - Removal of Specified diseases cover - applicable to any section of the policy covering business interruption loss of income loss of revenue consequential loss or rental income

Any extension that provides cover for specified diseases murder suicide food poisoning defective sanitation & vermin is deleted and replaced with the following

Food poisoning defective sanitation vermin murder or suicide extension

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The prevention or restriction of access to or closure of the PREMISES on the order or advice of the Police Environmental Health or other similar enforcement agency as a direct consequence of

- a. any injury or illness sustained by any person arising from or traceable to food or drink poisoning which is directly traceable to food or drink provided at the PREMISES
- b. any accident causing defects in drains or other sanitary arrangements at the PREMISES
- c. any discovery of vermin at the PREMISES
- d. murder rape or suicide at the PREMISES

Provided that

- WE shall only be liable for the loss arising at premises YOU occupy and which are directly affected by the occurrence discovery or accident

- Extensions which deem DAMAGE at other locations to be DAMAGE at the PREMISES shall not apply to this cover

Excluding any costs incurred in the cleaning repair replacement recall or checking of property

Limit

OUR liability under this extension in respect of any one occurrence discovery or accident shall not exceed the lesser of £250,000 or 25% of

- a. the sum insured by the items or
- b. the limit of OUR liability by the items if the declaration-linked basis applies

The maximum indemnity period for this extension will not exceed three months beginning from the date on which the restrictions on the PREMISES are applied

### **CC256 Equipment Breakdown – Silent Cyber exclusion**

Applicable to the Equipment breakdown section of the policy

Definitions

The following definition is added

**CYBER EVENT**

means

- (a) a failure of electronic equipment to correctly recognise process or store any data
- (b) a hostile malicious illegal or transgressive act committed through electronic systems including but not limited to
  - (i) a virus (a program code programming instruction or any set of instructions intended to damage interfere with or have a negative effect on computer programs data or operations)
  - (ii) hacking (unauthorised access to any computer or other electronic equipment)
  - (iii) a denial of service attack (any actions or instructions intended to damage interfere with or affect the availability or performance of networks network services network connectivity or telecommunication systems)

The Breakdown definition is deleted and replaced with the following

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## BREAKDOWN

means

- (a) the actual breaking failure distortion or burning out of any part of the COVERED EQUIPMENT whilst in ordinary use arising from defects in the COVERED EQUIPMENT causing its sudden stoppage and necessitating repair or replacement before it can resume work
- (b) fracturing of any part of the COVERED EQUIPMENT by frost when such fracture renders the COVERED EQUIPMENT inoperative
- (c) the actual and complete severance of a rope but not breakage or abrasion of wires or strands even though replacement may be necessary
- (d) ELECTRONIC DERANGEMENT

The following Electronic derangement definition is added

This replaces any existing definition of Derangement and or Electronic derangement

## ELECTRONIC DERANGEMENT

means malfunction of the COMPUTER EQUIPMENT or electronic circuitry controlling or operating the COVERED EQUIPMENT that is not accompanied by visible DAMAGE and requires replacement of one or more insured components of the COVERED EQUIPMENT in order to restore it to its normal operation

Excluding

- (a) the rebooting reloading or updating of software or firmware
- (b) the incompatibility of COVERED EQUIPMENT with any software or equipment installed introduced or networked within the previous 30 days
- (c) the COVERED EQUIPMENT being of insufficient size specification or capacity
- (d) loss or DAMAGE caused by a CYBER EVENT

Exclusions

The following amendments are made to the exclusions

Any exclusion relating to damage to data or damage caused by transmission or impact of any virus or damage caused by failure of a system is deleted

The following exclusions are added

any loss or DAMAGE caused by a CYBER EVENT

any loss of or DAMAGE to data or MEDIA caused by

- (a) programming error or programming limitation
- (b) loss of data (other than as specifically provided for under any Reinstatement of Data and Computer Increased Costs of Working extension of cover)
- (c) loss of access
- (d) loss of use
- (e) loss of functionality

Extensions

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Any extension of the Equipment breakdown section that provides cover for Reinstatement of Data and or Computer Increased Costs of Working is deleted and replaced with the following

Reinstatement of data and Computer Increased Costs of Working

(A) Unless otherwise excluded WE will pay the costs YOU incur in reinstating data that is lost or damaged as a consequence of an ACCIDENT to COVERED EQUIPMENT

Providing that

(i) OUR liability is limited solely to the cost of reinstating data onto MEDIA

(ii) WE shall not be liable for loss or damage to software

Limit

£50,000 any one ACCIDENT

(B) In addition WE will pay costs necessarily and reasonably incurred by YOU for the sole purpose of avoiding or diminishing the resulting interruption or interference to YOUR computer operations

Limit

£50,000 any one ACCIDENT

### **CC291 Cyber Loss Limited Exclusion Clause (Property)**

1. Notwithstanding any provision to the contrary within this policy or any endorsement thereto this policy excludes all loss damage liability cost or expense of whatsoever nature directly or indirectly caused by contributed to by or resulting from arising out of or in any connection with

1.1. any unauthorised access to or loss of alteration of or damage to or a reduction in the functionality availability or operation of a COMPUTER SYSTEM or any unauthorised access to or modification of DATA

Notwithstanding the provisions of this sub-paragraph 1.1. and subject to all other terms and conditions and exclusions contained in this policy this policy will provide cover for physical loss of or physical damage to property insured under this policy (not including DATA) and any TIME ELEMENT LOSS directly resulting therefrom where such physical loss or physical damage is directly occasioned by any of the following perils provided always that such perils are otherwise insured by this policy

(i) Fire lightning or explosion

(ii) Impact by aircraft or vehicle or animal or falling objects

(iii) Wind storm hail tornado cyclone hurricane earthquake volcano tsunami flood freeze or weight of snow

(iv) Escape of water or oil

(v) Riot or civil commotion

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(vi) Subsidence heave or landslip

(vii) Theft or loss of insured property caused by persons physically present at both the time and location of such theft or loss

(viii) Vandalism or malicious acts causing physical damage to insured property caused by persons physically present at both the time and location of such damage

(ix) Accidental damage to insured property caused by persons physically present at both the time and location of such damage

1.2. any loss of use reduction in functionality repair replacement restoration or reproduction of any DATA including any amount pertaining to the value of such DATA

Notwithstanding the provisions of this sub-paragraph 1.2. in the event that hardware or the data storage device of a COMPUTER SYSTEM insured under this policy sustains physical damage caused by a peril described in the proviso to paragraph 1.1. above which results in damage to or loss of DATA stored on that hardware or the data storage device then the damage to or loss of such DATA shall be recoverable hereunder and the basis of valuation for the recovery of the damaged or lost DATA under this Policy shall be limited to the cost of reproducing DATA provided that such costs are otherwise indemnifiable under this policy

Such costs shall include all reasonable and necessary expenses incurred in re-creating gathering and assembling such DATA but shall not include the value of the DATA whether to the Insured or any other party even if such DATA cannot be recreated gathered or assembled

1.3. any

(i) Unauthorised appropriation of DATA

(ii) Unauthorised transmission of DATA to any Third Party

(iii) Misrepresentation or use or mis-use of DATA

(iv) Operator error in respect of DATA

1.4. any threat to carry out or perpetrate a hoax in respect of anything described in sub-paragraphs 1.1. – 1.3. above

1.5 any action taken or failure to take action to prevent control limit or respond to anything described in sub-

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paragraphs 1.1. – 1.4. above

Definitions specific to this exclusion

**COMPUTER SYSTEM** means any computer hardware software communications system electronic device (including but not limited to smart phone laptop tablet wearable device) server cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input output data storage device networking equipment or back up facility

**DATA** means information facts concepts code or any other information of any kind that is recorded or transmitted in a form to be used accessed processed transmitted or stored by a **COMPUTER SYSTEM**

**TIME ELEMENT LOSS** means business interruption contingent business interruption or any other consequential losses

This exclusion applies to all cover sections of this policy except those covers (where available and insured by this policy) noted below

- a. Employers' Liability
- b. Public Liability
- c. Medical Malpractice
- d. Reputational Risks
- e. Professional Indemnity
- f. Governors' Trustees' and Management Liability
- g. Directors & Officers Liability
- h. Personal Accident
- i. Legal Expenses
- j. Travel
- k. Terrorism
- l. Cyber
- m. Equipment Breakdown

**CC336 Cyber amendments applicable to the Liabilities Professional indemnity and Trustees' and management liability sections**

The following definitions are added to the Liabilities Professional indemnity and Trustees' and management liability sections

**CYBER ACT**

means an unauthorised malicious or criminal act or series of related unauthorised malicious or criminal acts regardless of time and place or the threat or hoax thereof involving access to processing of use of or operation of any **COMPUTER SYSTEM**

**CYBER INCIDENT**

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means

(a) any error or omission or series of related errors or omissions involving access to processing of use of or operation of any COMPUTER SYSTEM or

(b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access process use or operate any COMPUTER SYSTEM

#### COMPUTER SYSTEM

means any computer hardware software communications system electronic device (including but not limited to smart phone laptop tablet wearable device) server cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input output data storage device networking equipment or back up facility

The following definition is added to the Professional indemnity and Trustees' and management liability sections

#### DATA

means information facts concepts code or any other information of any kind that is recorded or transmitted in a form to be used accessed processed transmitted or stored by a COMPUTER SYSTEM

#### THE FOLLOWING AMENDMENTS APPLY TO THE LIABILITIES SECTION OF THE POLICY

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The definitions of Data and Property are deleted and replaced with the following

#### DATA

means information facts concepts code or any other information of any kind that is recorded or transmitted in a form to be used accessed processed transmitted or stored by a COMPUTER SYSTEM

## PROPERTY

means material property

The following exclusion applies

No indemnity will be provided in respect of 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 any CYBER ACT or CYBER INCIDENT including but not limited to any action taken in controlling preventing suppressing or remediating any CYBER ACT or CYBER INCIDENT regardless of any other cause or event contributing concurrently or in any other sequence thereto

This exclusion will not apply to legal liability to pay damages and LEGAL COSTS resulting from

- (i) statutory liability under the Employers' Liability cover
- (ii) liability caused by or arising out of a CYBER ACT or a CYBER INCIDENT that results in BODILY INJURY to third parties or physical damage to third party PROPERTY
- (iii) liability arising under the Data Protection extension

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 any loss of use reduction in functionality repair replacement restoration or reproduction of any DATA including any amount pertaining to the value of such DATA is not covered and is not considered as physical loss or damage for the purposes of this exclusion

Data Protection extension - amendment to limit

The total amount WE will pay in respect of (a) is £1,000,000 any one claim and in the aggregate any one period of insurance and not as otherwise stated

THE FOLLOWING AMENDMENTS APPLY TO THE PROFESSIONAL INDEMNITY SECTION OF THE POLICY

Exclusion (22) is deleted and replaced by the following

WE shall not have any liability under this section of the policy for or directly or indirectly arising out of or in any way connected with

(a) 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 any CYBER ACT or CYBER INCIDENT including but not limited to any action taken in controlling preventing suppressing or remediating any CYBER ACT or CYBER INCIDENT regardless of any other cause or event contributing concurrently or in any other sequence thereto

(b) any loss of use reduction in functionality repair replacement restoration or reproduction of any DATA including any amount pertaining to the value of such DATA

Notwithstanding the above no cover otherwise provided under Cover 1(a) for CLAIMS arising from WRONGFUL ACTS committed in the conduct of YOUR BUSINESS shall be restricted solely due to the use of a COMPUTER SYSTEM or DATA

Amendment to Exclusion (4)

Exclusion (4) is restated as follows

(4) any damage to or destruction or loss of any property (except as provided by Cover 1(b) and Cover 2) including loss of use unless directly caused by a WRONGFUL ACT

Amendment to Cover 2

Cover 2 - Loss of documents is restated as follows

WE shall indemnify YOU for reasonable and necessary costs incurred in restoring or replacing any DOCUMENT which has been unintentionally destroyed damaged lost or mislaid during the PERIOD OF INSURANCE (and which after diligent search cannot be found) the occurrence of which has been NOTIFIED during the PERIOD OF INSURANCE

Amendment to the Limit of Indemnity

The paragraph in respect of the limit for Cover 2(a) is deleted and replaced by the following

In respect of Cover 2 an aggregate sub-limit of indemnity of £250,000 shall apply in respect of all such losses in any one period of insurance

THE FOLLOWING AMENDMENTS APPLY TO COVER 2 OF THE TRUSTEES' AND MANAGEMENT LIABILITY SECTION OF THE POLICY

Exclusion (i) is deleted and replaced by the following

No indemnity will be provided in respect of

(a) 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 any CYBER ACT or CYBER INCIDENT including but not limited to any action taken in controlling preventing suppressing or remediating any CYBER ACT or CYBER INCIDENT regardless of any other cause or event contributing concurrently or in any other sequence thereto

(b) any loss of use reduction in functionality repair replacement restoration or reproduction of any DATA including any amount pertaining to the value of such DATA

However this exclusion shall not apply to claims for legal liability under Cover 2 (a) Trustees' and management liability arising from a WRONGFUL ACT of

(a) any TRUSTEE when carrying out any duty as TRUSTEE or

(b) any EMPLOYEE when acting on behalf of the TRUSTEE when carrying out any duty of the TRUSTEE

involving access to processing of use of or operation of any COMPUTER SYSTEM or DATA