



Andrew Featherstone
The Penguin Club
20 Lents Way
Cambridge
CB4 1UA

08 January 2019

Dear Mr Featherstone

Client Reference:	PENGUINCLUB
Policy Holder:	The Penguin Club
Policy Number:	NODASHEME015398

Introduction Thank you for arranging your Noda Insurance with effect from the 08 January 2019.

Premium The annual premium is **£385.34**, inclusive of Insurance Premium Tax at the current rate and our £40.00 administration fee.

Documents Enclosed is the employer's liability certificate, schedule of insurance and statement of fact. The full policy wording and summary of cover, which are available upon request, are now available to view at:
www.nodainsurance.co.uk/documents.

These documents provide details of the policy benefits as well as significant exclusions. It is important for you to read all of the policy documentation to ensure the cover meets your needs and you understand any restrictions that may apply. In addition, please take time to read our terms of business, which outlines the service we provide to you as your intermediary.

What to do next Please check the details in the enclosed documents are correct and the sums insured meet your needs. Remember it is important your sums insured are adequate or you may find in the event of a claim you may not receive full settlement.

Please choose your preferred method of payment from the following: **Payment must be received within 14 days from the inception date.**

- One off Annual Direct Debit. **This is administered through Insurance Broking Finance, a company that provides finance for the insurance premiums.**
- Internet bank transfer - account number 03457321 sort code 30-98-45 (Quote your Client Reference)
- Cheque made payable to Lloyd & Whyte Ltd
- Debit card or Personal/Business credit card

Recommendation We also recommend our Committee Insurance, which covers the society and its trustees in respect of costs involved in preparing a legal defence should you be investigated or accused of a wrongful act. For more information please contact us on 01823 250736.

If you have any questions or queries regarding the policy or the documentation, please do not hesitate to contact us on 01823 250736.

Yours sincerely

Caitlin Pollard Cert CII
Customer Service Advisor

Important information regarding your policy

Your Demands & Needs and our Recommendation:

Following an assessment of your demands and needs, we are recommending a policy with Ageas Insurance Limited, who we use as our sole supplier because they are offering a specifically tailored package policy, which automatically covers public liability as well as liability for members of the society.

In addition to your primary requirement to cover your society, **the specific risk details and sums insured you have requested are shown in the enclosed documentation** and we have considered these to be your demands and needs.

Your Duty of Disclosure:

Insurance Act 2015

Your Policy is a contract of insurance between you and Ageas Insurance Limited and you have a duty under the Insurance Act 2015 to make a fair presentation of the risk to your insurer in accordance with the law.

This duty applies when you take out your insurance cover, when any changes are made to your policy mid-term and when you renew your insurance. A fair presentation is disclosure of risk information in a manner that is reasonably clear and accessible; including every material fact, which is known or ought to be known by an insured's senior management, or those responsible for arranging the insurance, following a reasonable search.

If you do not make a fair presentation of risk to us and fail to advise us of any inaccuracies or omissions your policy may not protect you in the event of a claim. The insurer may at their option:

- α Declare your policy void (treating your policy as if had never existed)
- β Change the terms of your policy
- χ Reduce the amount of any claims payments

Please refer to the enclosed/attached guide for important information on Insurance Act 2015 changes, which came into effect on 12 August 2016 and which will apply to your policy.

Do you have any paid employees? If you do, then you must provide us with your employer PAYE reference number prior to the renewal date. We will assume you have no paid employees, unless we hear from you otherwise.

If you need to make a claim:

Please contact Ageas on 0345 1223283 quoting block reference number **5268965H** or if you require further assistance please contact our dedicated claims team at Lloyd & Whyte on 01823 250700.

Health and Safety:

To help you manage health and safety effectively the Health and safety guide for small/medium sized business, is now available to view at:
www.nodainsurance.co.uk/documents.

If you have not already done so, we strongly recommend you take advantage of the FREE health & safety advice available through Noda Safe. This is available through the members section of the Noda website and includes templates for risk assessments. If you require further information please contact Noda Safe on 0345 257 6632 or email: nodasafe@noda.org.uk.

CERTIFICATE OF EMPLOYERS' LIABILITY INSURANCE (a)

(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 1998 (the Regulations), one or more copies of this certificate must be displayed at each place of business at which the policy holder employs persons covered by the policy).

**Policy Number: NODASHEME01539
8**

- 1 Name of policy holder
The Secretary and Committee for the time being of: The Penguin Club

Excluding the following subsidiary(ies)

- 2 Date of commencement of insurance policy 08 January 2019
3 Date of expiry of insurance policy 07 January 2020

We hereby certify that subject to paragraph 2:-

- 1 The policy to which this certificate relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Guernsey, the Island of Jersey or the Island of Alderney, or to off-shore installations in territorial waters around Great Britain and its Continental Shelf (b); and
- 2 (a) The minimum amount of cover provided by this policy is no less than £5 million(c)

Signed on behalf of Ageas Insurance Limited (Authorised Insurer)



François-Xavier Boisseau - CEO, Insurance
Ageas Insurance Limited

Notes

- a Where the employer is a company to which regulation 3 (2) of the Regulations applies, the certificate shall state in a prominent place, either that the policy covers the holding company and all its subsidiaries, or that the policy covers the holding company and all its subsidiaries except any specifically excluded by name, or that the policy covers the holding company and only the named subsidiaries
- b *Specify applicable law as provided for in regulation 4 (6) of the Regulations.*
- c *See regulation 3 (1) of the Regulations and delete whichever of paragraphs 2(a) or 2(b) does not apply. Where 2(b) is applicable, specify the amount of cover provided by the relevant policy.*

The information below is not required by the Regulations:

In paragraph 1 - Name of policy holder, "policy holder" means Insured as defined in the Policy.

Ageas Insurance Limited

Office address

Ageas House, The Square, Gloucester Business Park,
Brockworth, Gloucester GL3 4FA
Telephone 0845 122 3292 Fax 0845 122 3284

Registered office address

Ageas House, Hampshire Corporate Park, Templars Way,
Eastleigh, Hampshire SO53 3YA
Registered in England and Wales No 354568

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

NODA Schedule

Please quote the master policy number of CH/5268965H along with your NODAScheme policy number when contacting Lloyd & Whyte or Ageas in connection with a claim. To make a claim please call Lloyd & Whyte Ltd on 01823 250700 or Ageas Insurance if out of office hours on 0345 122 3283.

Policy Number	NODAScheme015398
Office of Issue	Taunton
The Company	Ageas Insurance Limited

The Insured

The Secretary and Committee for the time being of
THE PENGUIN CLUB

Address

Andrew Featherstone
 20 Lents Way
 Cambridge
 CB4 1UA

Business Description: Amateur Dramatics

The Period of Insurance

(a) From 08 January 2019 to 07 January 2020

(b) Any subsequent period for which the Company may accept payment for renewal of this Policy

Renewal Date 08 January 2020

Annual Premium	
Annual Premium	£308.34
Insurance Premium Tax (12%)	£37.00
Lloyd & Whyte Administration Fee	£40.00
Annual Premium including Tax	£385.34

This Insurance is effected by Lloyd & Whyte Limited on behalf of Ageas Insurance Limited, authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered in England and Wales No 354568

continued

Limits of Liability - Sums Insured

SECTION 1 – Property	£5000
SECTION 2 – Liability - Insured Event 1	
Public liability – Limit of Indemnity	£5000000
Products liability – Limit of Indemnity	£5000000
Employer’s liability – Limit of Indemnity	£10000000
SECTION 3 – Money	
Limit of Liability	£2500
SECTION 4 – Personal Accident	
Number of persons insured	150 members
Double Benefits	No Insured
SECTION 5 – Abandonment	£2000
SECTION 6 – Fidelity Guarantee	Not Insured
SECTION 7 - Buildings PREMISES to be insured	Not Insured
Buildings Excess Applicable Subsidence Excess Applicable	
Loss of Rent Receivable (if Buildings cover is selected)	Not Insured
SECTION 8 – Terrorism	Not Insured
SECTION 9 – Book Debts	£5000

ENDORSEMENTS

Amendment to SECTION 1 PROPERTY – SECTION EXCLUSIONS

SECTION EXCLUSION (f) has been deleted and is restated as follows:

(f) theft from any yard garden or open space.

NODAScheme015398 AMENDMENT TO GENERAL EXCLUSIONS

Applicable to the whole Policy

APPLICABLE TO THE WHOLE POLICY

The definitions of **DATA**, **DENIAL OF SERVICE ATTACK**, **HACKING**, **PHISHING**, **SYSTEM**, **TERRORISM** and **VIRUS** are added to DEFINITIONS

DATA

Data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatsoever.

DENIAL OF SERVICE ATTACK

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **SYSTEMS**. Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **SYSTEMS**.

HACKING

Unauthorised access to any **SYSTEM** whether owned by the **INSURED** or not.

PHISHING

Any access or attempted access to **DATA** made by means of misrepresentation or deception.

SYSTEM

Computer or other equipment or component or system or item which processes, stores, transmits or receives **DATA**.

TERRORISM

Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

VIRUS

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **SYSTEMS**, **DATA** or operations, whether involving self-replication or not including, but not limited to, trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above

APPLICABLE TO THE GENERAL EXCLUSIONS SECTION

Exclusion 11 TERRORISM of the GENERAL EXCLUSIONS is cancelled and replaced by the following:

11. TERRORISM

This Policy does not cover any **DAMAGE**, **INJURY** or liability directly or indirectly caused by, contributed to by or arising from:

a **TERRORISM** regardless of any other cause or event contributing concurrently or in any other sequence to the loss

b any action taken in controlling, preventing, suppressing or in any way relating to **TERRORISM**

except as provided by SECTION 8 TERRORISM of this Policy.

In any action, suit or other proceedings, where the **COMPANY** allege that by reason of the provisions of this exclusion any **DAMAGE**, **INJURY** or liability is not covered by this Policy, the burden of proving that such **DAMAGE**, **INJURY** or liability is covered will be upon the **INSURED**.

APPLICABLE TO THE GENERAL EXCLUSIONS SECTION

GENERAL EXCLUSION 13 ELECTRONIC RISKS is added to the GENERAL EXCLUSIONS SECTION:

13. ELECTRONIC RISKS

This Policy does not cover any **DAMAGE**, **INJURY** or liability directly or indirectly caused by, contributed to by or arising from:

a **DAMAGE** to any **SYSTEM** whether owned by the **INSURED** or not and whether tangible or intangible including any **DATA** where such **DAMAGE** is caused by programming or operating error by any person, acts of malicious persons, **VIRUS**, **HACKING**, **PHISHING**, **DENIAL OF SERVICE ATTACK** or failure of any external network

b loss, alteration, modification, distortion, erasure or corruption of, or unauthorised access to, **DATA**

- c whether or not caused by **HACKING**
- d any misinterpretation, use or misuse of **DATA**
- e unauthorised transmission of **DATA** to any third party or transmission of any **VIRUS**
- e **DAMAGE** to any other **PROPERTY** directly or indirectly caused by, contributed to by or arising from **DAMAGE** described in a, b, c or d of this exclusion

but this shall not exclude accidental **DAMAGE** to insured **PROPERTY** which results from a **DEFINED PERIL**, not otherwise excluded, except for acts of malicious persons which do not involve physical force or violence.

NODASHEME015398 Privacy Notice Endorsement

The Privacy Notice in the NODA Combined Policy is hereby removed and replaced with the following Privacy Notice:

In this notice, **we** and **us** and **our** mean Ageas Insurance Limited and **you** and **your** mean the **Insured** as defined in the Definitions Section of the Policy wording.

We are Ageas Insurance Limited and are part of the Ageas group of companies. The details provided here are a summary of how **we** collect, use, share, transfer and store **your** information. For **our** full Privacy Policy please visit **our** website www.ageas.co.uk or contact **our** Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA or by emailing thedpo@ageas.co.uk.

Lloyd & Whyte Ltd will have their own uses for **your** personal data, please ask **your** insurance advisor if **you** would like more information about how they use **your** personal information.

Collecting your information

We collect a variety of information about **you** including personal information such as **your** name, address, contact details, date of birth and IP address (which is a unique number identifying **your** computer). Where relevant, **we** also collect sensitive personal information such as details regarding **your** health, credit history and/or criminal convictions.

We also collect information from a number of different sources for example: publically available sources such as social media and networking sites; third party databases available to the insurance industry; firms, loss adjusters and/or suppliers appointed in the process of handling a claim.

Using your information

The main reason **we** collect **your** personal and/or sensitive information is because **we** need it to provide **you** with the appropriate insurance quotation, policy and price as well as manage **your** Policy such as handling a claim or issuing documentation to **you**. **Our** assessment of **your** insurance application may involve an automated decision to determine whether **we** are able to provide **you** with a quotation and/or the price. If **you** object to this being done, then **we** will not be able to provide **you** with insurance.

We will also use **your** information where **we** feel there is a justifiable reason for doing so for example: to prevent and detect fraud and financial crime (which may include processes which profile **you**); collecting information regarding **your** past policies; carrying out research and analysis (including profiling); and recording and monitoring calls.

There may be situations where **we** will only use **your** information if **you** have given **us** permission such as using or collecting sensitive information. If **you** have given **us** such information about someone else, **you** would have confirmed that **you** have their permission to do so.

Sharing your information

We share **your** information with a number of different organisations which include, but are not limited to: other insurers; regulatory bodies; carefully selected third parties providing a service to **us** or on **our** behalf; fraud prevention and credit reference agencies and other companies, for example, when **we** are trialling their products and services which **we** think may improve **our** service to **you** or **our** business processes.

Unless required to by law, **we** would never share **your** personal data without the appropriate care and necessary safeguards being in place.

Keeping your information

We will only keep **your** information for as long as is necessary in providing **our** products and services to **you** and/or to fulfil **our** legal and regulatory obligations. Please refer to **our** full Privacy Policy for more information.

Use and storage of your information overseas

Your information may be transferred to, stored and processed outside the European Economic Area (EEA). **We** will not transfer **your** information outside the EEA unless it is to a country which is considered to have equivalent data protection laws or **we** have taken all reasonable steps to ensure the firm has suitable standards in place to protect **your** information.

Your rights

You have a number of rights in relation to the information **we** hold about **you**, these rights include but are not limited to: the right to a copy of **your** personal information **we** hold; object to the use of **your** personal information; withdraw any permission **you** have previously provided and complain to the Information Commissioner's Office at any time if **you** are not satisfied with **our** use of **your** information. For a full list of **your** rights please refer to the full Privacy Policy.

Please note that there are times when **we** will not be able to delete **your** information. This may be as a result of fulfilling **our** legal and regulatory obligations or where there is a minimum, statutory, period of time for which **we** have to keep **your** information. If **we** are unable to fulfil a request, **we** will always let **you** know **our** reasons.

Amateur Theatre Policy Statement of Facts

Date of Issue: 08 January 2019

Policy Number: NODASHEME015398

IMPORTANT NOTICE

This Statement of Facts is a record of the statements, information and Material Facts advised to Ageas Insurance Limited upon which the acceptance of the proposal for insurance and the calculation of the premium are based and which form the basis of the contract of insurance between the Insured and Ageas Insurance Limited. A Material Fact is one, which an insurer would regard as likely to influence their assessment and acceptance of this insurance.

You should check this Statement and if any of the statements, information or the Material Facts are incorrect or if there are any other Material Facts you should disclose you should advise your insurance advisor immediately. Failure to do so could invalidate your policy or result in a claim being repudiated.

Name of Insured: The Secretary and Committee for the time being of:	The Penguin Club
Trade or Business:	Amateur Dramatics
Is the Society Affiliated to Noda?	Yes
Has the proposer, any director or partner of the Trade or Business: Been convicted or charged (but not yet tried) or been given an official police caution in respect of any criminal offence, other than motoring conviction?	No
Been declared bankrupt, insolvent or been disqualified from being a company director?	No
Had an insurance proposal declined, renewal refused, special or increased terms applied or had insurance cancelled mid term?	No
Had any county court judgements or sheriff court decrees applied in the past 5 years?	No
Knowingly failed to confirm any legislation relating to Health & Safety at work act?	No

This information was provided to Ageas Insurance Limited by:
Lloyd & Whyte Limited on 08 January 2019.

Claims Details:

Date of Loss	Type of Loss	Total amount of claim

Property Sum Insured	£5000
Public Liability Limit of Indemnity	£5000000
Products Liability Limit of Indemnity	£5000000
Employer's Liability Limit of Indemnity	£10000000
Money	£2500
Personal Accident	150 members
Double Benefits	No
Abandonment	£2000
Fidelity Guarantee	Not Insured
Address of PREMISES to be Insured	
Buildings	Not Insured
Loss of Rent Receivable <i>(if Buildings cover is selected)</i>	Not Insured
Book Debts	£5000