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**

# PREMIUM NOTIFICATION

Agent

Towergate (Wales & Bristol)
4 Axis Court
Riverside Business Park
Swansea
SA7 0AJ

Phone: 01792 522622
UK 5948

Policyholder

CFTTB of Oake and
District Community Hall
Oakford
Oake Green
Oake, Taunton
TA4 1AS

329115

Policy number **ACY 2193882**

Reason **Renewal.**

Policy type **Charity and Community**

Period of insurance from **0:01 Hrs** **3/07/25**
to **Midnight** **2/07/26**

| | | |
|---|---|---|
| Premium | £1,970.24 | |
| Insurance Premium Tax (IPT) | £236.41 | at 12.0% |
| **Total premium** | **£2,206.65** | |

Number of claims in previous insurance year: 0

Your Long Term Undertaking (LTU) expires on 02/07/26

Please refer to the notes overleaf regarding renewal of your policy.

Date of Issue 12/06/25

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**Does this policy still meet your needs?**
Your requirements may change over time, so you may benefit from reviewing the current sums insured, limits of indemnity and the level of cover under your policy to ensure it remains sufficient for your needs. Contact your insurance advisor or us to discuss any changes that you need.

**Notes applying to renewal of your policy**

1. It is your responsibility to take the necessary action to renew your policy before the renewal date to ensure that you remain covered. Contact your insurance advisor or us if you have any questions about the renewal of your policy.
2. a) If you pay your premium annually then payment must be made to your insurance advisor or us before the renewal date. No obligation rests on us to accept the premium if paid after the renewal date.
   b) If you pay your premium by instalments to us, no action is needed if you intend to renew the policy. If you decide not to renew your policy, please cancel the direct debit mandate.
3. You must make sure that the information provided to us for this policy is, and will continue to be accurate and not misleading and is a fair presentation of the risks we are accepting. In respect of the policy renewal, this includes any changes occurring during the last period of insurance. If any of the information you provide is not accurate or is misleading, then we may reduce the amount we pay for any claim, or in some cases, make no payment at all, cancel your policy and keep the premium. You should keep a record (including copies of letters) of any information you give to your insurance advisor or us when renewing the policy.
4. If in between the time of the issue date of this document and the renewal date, you suffer a loss, damage or any other incident that gives rise to a claim, then we retain the right to alter or withdraw the terms of the renewal.
5. a) Your last declared income and wage roll figures are shown in the enclosed schedule and Statement of Facts. If these figures have changed by more than 10%, please inform your insurance advisor or us as it may be necessary to reassess your renewal terms.
   b) We may require you to complete a declaration form in advance of your renewal date and this must be returned to your insurance advisor or us by the date stated on the form, otherwise a premium loading may be applied.
6. You may have difficulty obtaining the cover you currently have should you decide to cancel or not renew your policy, for example if your premises are in an area prone to flooding or subsidence.

**Important Reminder**
Throughout your policy there are special requirements which are aimed at reducing the risk of loss, damage or liability. If you do not keep to these requirements we will not pay for claims (unless we agree otherwise). Please make sure you comply with any requirements that apply to you.

Date of Issue 12/06/25

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**NOTICE TO POLICYHOLDERS**

**CHARITY AND COMMUNITY CONNECT and SMALL CHARITY CONNECT**
**to be replaced by CHARITY AND COMMUNITY**

From the next renewal date of your policy we will be replacing the Charity and Community Connect policy (FA58) and Small Charity Connect policy (FA51) with a brand new product: Charity and Community (FA67).

The policy brochure provides a summary of the cover given under the Charity and Community policy. The significant changes listed below relate to the policy wording in full and do not necessarily reflect the cover selected. Please ensure that you read the policy wording in conjunction with your schedule as this tells you which sections of the policy wording are operative.

**SIGNIFICANT CHANGES TO NOTE**

SPECIAL REQUIREMENTS

These describe things you must, or must not do to be covered under the policy. Some sections of the policy contain 'special requirements' and we have tried to make things clearer as to what happens if you do not comply with a requirement. We will not pay a claim if you have not complied with the requirement. However, for some requirements, if you can show that not complying with the requirement did not increase the risk of loss or damage we will still pay the claim. The wording will say if this applies.

ENDORSEMENTS

The following endorsements are now written into the policy wording:

- 483 POLICY CHANGES MAY 2018, which made changes to the policy following the introduction of the Data Protection Act 2018
- 453 COSTS IN ADDITION AND CONTRACTUAL LIABILITY AMENDS (this endorsement only applied to SMALL CHARITY CONNECT)

POLICY DEFINTIONS

***buildings***

a) wind turbines and solar panels are added, subject to maximum generating capacities
b) aerials and satellite dishes are now required to be fixed to the building(s)

***contents***

the following are added as not included as contents:
- trees, shrubs, plants or other vegetation
- explosives

***excess***

the definition has been revised to make it clearer that the amount of excess will be deducted from a claim settlement

***limit of indemnity***

is added to explain in more detail the limits applying under the Legal Expenses section

***patron***

a new definition is added to clarify what a patron is

Continued...



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**NOTICE TO POLICYHOLDERS**
**CHARITY AND COMMUNITY CONNECT and SMALL CHARITY CONNECT**
**to be replaced by CHARITY AND COMMUNITY**

Continued...

PUBLIC AND PRODUCTS LIABILITY

- With the exception of SAFEGUARDING POLICY FOR CHILDREN OR VULNERABLE ADULTS the special requirements for this section have been removed. Any endorsements to this section, where shown in the schedule, containing special requirements have been reviewed and in most cases those requirements have been removed.
- The exclusions for the 'Second-hand Goods' extension have been revised, electrical appliances (other than battery operated appliances) must be inspected by a competent person (this was previously a special requirement).
- An extension is added for 'Property Owners' Liability'. If you own the buildings insured under the policy, your legal liability for bodily injury or damage to material property caused by the buildings will be covered here.
- The extension for Libel and Slander is now part of the 'Reputational Risks' section.

EMPLOYERS' LIABILITY

- The special requirement for CORPORATE MANSLAUGHTER has been removed

TRUSTEES' AND DIRECTORS' INDEMNITY

- The special requirement for DATA BACK UP has been removed

PROFESSIONAL INDEMNITY

- The special requirement INSURANCE CHECKS FOR LABOUR ONLY SUB CONTRACTORS AND SELF-EMPLOYED has been removed

PERSONAL ACCIDENT

- The upper age limit is reduced to 80 (previously 85),
- A new exclusion for 'being insane' is added,
- A deferment period is now added, we will not pay any sum for an initial period following an injury (usually 14 days).

FIDELITY GUARANTEE

This was not previously available on Small Charity Connect

- An additional special requirement is added for limits of indemnity up to, and including £5,000. This requires two signatures for cheques exceeding £5,000 and for electronic instructions greater than £5,000 to be approved by two employees.
- An additional exclusion for loss of any cryptocurrency, virtual or electronic currency is added

REPUTATIONAL RISKS

- This section replaces the previous section 'PR Crisis Communication' (this was not previously available on Small Charity Connect)
- Libel and Slander (previously an extension under the Public Liability section) is included here
- Death of a Patron (previously an extension under the Business Interruption section) is included here, the cover is renamed DEATH OR DISGRACE OF A PATRON and is updated to include a patron being subject to a criminal investigation or offending public taste

Continued...

**NOTICE TO POLICYHOLDERS**
**CHARITY AND COMMUNITY CONNECT and SMALL CHARITY CONNECT**
**to be replaced by CHARITY AND COMMUNITY**

Continued...

LEGAL EXPENSES

Cover is included for 'Employment Disputes and Compensation Awards' and 'Statutory Licence Appeal' (these were not previously available on Small Charity Connect)

Under insured incident 2 'Legal Defence':

- any claim relating to a parking offence is now excluded,
- fines imposed by any public, regulatory or criminal body are now excluded

ALL RISKS

- Wind turbines and solar panels are now subject to restricted cover under this section
- New exclusions are added to WHAT IS NOT COVERED, including
  - damage to electrical plant caused by self-ignition
  - living creatures, trees and shrubs and plants
  - damage caused by application of heat
  - damage arising from pressure waves caused by aircraft travelling at supersonic speeds
  - damage caused by the government confiscating your property

MONEY

- Carrying Limits special requirement is updated; at least three adults must accompany amounts between £5,000 and £10,000
- A special requirement for Credit and Debit Cards is added

Small Charity Connect did not include these special requirements

GOODS IN TRANSIT

This was not previously available on Small Charity Connect

- Reworded to clarify that cover only applies for damage occurring during the period of insurance
- The exclusion for 'explosives or other dangerous goods' is amended to be clearer

LOSS OF LICENCE

This was not previously available on Small Charity Connect

- Cover for ***extra expenses*** has been updated to ***increased cost of working***
- The exclusions to the section have been revised to simplify the cover

**Special Conditions**

New special conditions are added requiring that you:

- provide within 30 days a statement of the loss and any documents required by us to verify the loss
- take, at your own expense, all practicable steps to minimise a loss

Continued...

**NOTICE TO POLICYHOLDERS**
**CHARITY AND COMMUNITY CONNECT and SMALL CHARITY CONNECT**
**to be replaced by CHARITY AND COMMUNITY**

Continued...

PROPERTY DAMAGE

- Previously we insured 'Buildings' and 'Contents' as separate sections (buildings was not available on Small Charity Connect). These covers are now shown as one section. Your schedule will show whether you have cover for buildings or contents, or both.
- New exclusions are added to WHAT IS NOT COVERED, for:
  - damage arising from pressure waves caused by aircraft travelling at supersonic speeds
  - damage caused by the government confiscating your property
- Event 11 'falling radio or television aerials' has been reworded to clarify that it covers 'accidental damage caused by' the falling aerial. The aerial must be attached to the buildings in order to be covered.
- Event 12 'falling trees', has been reworded to clarify that it covers 'accidental damage caused by' a falling tree and the like.
- Under event 13 – 'Accidental ***damage*** ', new exclusions are added for:
  - Damage to wind turbines and solar panels
  - Acts of fraud or dishonesty
  - Damage caused by the application of heat

**Special Requirements**

- MINIMUM STANDARD OF PHYSICAL SECURITY- Cover for theft or attempted theft, with an increased excess, if you do not comply with the requirement has been removed (Small Charity Connect did not include this requirement).
- A special requirement is added for FIRE EXTINGUISHING APPLIANCES

**Extensions**

- GLASS AND SANITARY FITTINGS – this replaces the extensions for GLASS BOARDING UP and GLASS AND SANITARY FITTINGS. New exclusions are added for damage:
  - consisting of chipping or scratching
  - to glass whilst not fixed
  - for which a tenant is responsible under a lease
- PROPERTY OF EMPLOYEES, MEMBERS AND VISITORS- new exclusions are added for camping, sports or leisure equipment and loss of electronic data
- PROPERTY IN THE OPEN –a new exclusion is added for inflatable structures (Small Charity Connect did not include this extension)
- DETERIOARATION OF REFRIGERATED STOCK –a new extension is added, previously this was insured under the 'Refrigerated Contents' section (Small Charity Connect did not include this cover)
- TEMPORARY REMOVAL OF CONTENTS is renamed PROPERTY AWAY FROM THE PREMISES AND HOMEWORKING and is revised to include homeworking by your employees (Small Charity Connect did not include this extension).

**Claims Settlement**

- A new statement is added to REINSTATEMENT, '***We*** will not be bound to reinstate exactly or completely any property that is the subject of a ***claim***, but only as circumstances permit and in reasonably sufficient manner.'
- Limits for solar panels and wind turbines are added

Continued...

**NOTICE TO POLICYHOLDERS**
**CHARITY AND COMMUNITY CONNECT and SMALL CHARITY CONNECT**
**to be replaced by CHARITY AND COMMUNITY**

Continued...

BUSINESS INTERRUPTION

Cover for ***extra expenses*** has been updated to ***increased cost of working***

The table that limited how much of the sum insured could be claimed per month is deleted

The cover for GROSS PROFIT is deleted from the policy wording but remains available as a cover option.

**Special Requirements**

The special requirement for BACK-UP OF ELECTRONIC DATA has been simplified

**Extensions**

- FOOD POISONING, DEFECTIVE SANITATION... – cover for specified diseases is now removed
- BOMB SCARE OR EMERGENCY ACTION is retitled PREVENTION OF ACCESS- NON-DAMAGE, cover for closure by a 'competent authority' is removed, cover now only applies if the police or fire and rescue services restrict access, or close, the premises due to an emergency or following a bomb scare at or within 1 mile of the premises
- DENIAL OF ACCESS is retitled PREVENTION OF ACCESS- DAMAGE
- SUPPLIERS AND CUSTOMERS an additional exclusion is added to exclude suppliers and customers who do not trade directly with you
- FAILURE OF SUPPLY:
  - telecommunications services are removed and added as a separate extension FAILURE OF TELECOMMUNICATIONS SERVICES
  - a new exclusion is added for restriction caused by strikes or labour disputes
- BOOK DEBTS – this was previously a separate section 'Book Debts' on the Charity and Community Connect policy

**Claims Settlement**

VALUE ADDED TAX- previously a special note at the start of the section

GENERAL EXCLUSIONS

- TERRORISM - the general exclusion for terrorism now applies to the Legal Expenses section
- POLLUTION OR CONTAMINATION – clarification that the pollution or contamination must be caused 'a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the ***period of insurance***' added
- CYBER LOSS (PROPERTY) - a new general exclusion is added. This clarifies that property damage caused by a cyber-incident is not covered. This General Exclusion is shown on your schedule under endorsement 330 and replaces the previous ELECTRONIC RISKS general exclusion that was in the policy wording.

The following General Exclusions are removed:

- SONIC BANGS
- CONFISCATION

Continued...

**NOTICE TO POLICYHOLDERS**
**CHARITY AND COMMUNITY CONNECT and SMALL CHARITY CONNECT**
**to be replaced by CHARITY AND COMMUNITY**

Continued...

GENERAL CONDITIONS

- CANCELLATION (YOUR RIGHTS) – we will not make a refund of premium if a claim has been made during the cooling-off period
- MISREPRESENTATION OR NON-DISCLOSURE – your legal duty to make a fair presentation applies at the start of the policy, before any variation of the policy and prior to renewal
- Additional general conditions are added:
  - UNOCCUPIED BUILDINGS
  - DECLARATIONS
  - SUBJECT TO SURVEY
  - LAW APPLICABLE

RETIRED SECTIONS OF COVER

Some sections of cover on Charity and Community Connect are no longer available and are now added as extensions to other sections of the policy.

In order to benefit from these extensions you must be insured for the appropriate sections. If you were previously insured for:

- Property Owners' Liability (now an extension to the Public and Products Liability section),
- Refrigerated Contents, (now an extension to the Property Damage section), or
- Book Debts (now an extension to the Business Interruption section)

You should check the wording to ensure you have sufficient cover for your needs.

ADDITIONAL COVERS

Additional sections of cover have been added to the policy wording for:

- EQUIPMENT BREAKDOWN (this is a new cover)
- CYBER

Please speak to your insurance advisor if you wish to be insured for any of these new covers.

NEW PACKAGES

We have revised and updated the packages. We have created new packages as follows:

- Essentials
- Advantage
- Advantage Plus

If you previously had a Bronze, Silver or Gold package policy on Charity and Community Connect we will offer you a comparable package at renewal, this may mean that you have additional cover on your policy.

Please speak to your insurance advisor for more detail on the new packages available.

Continued...

**NOTICE TO POLICYHOLDERS**
**CHARITY AND COMMUNITY CONNECT and SMALL CHARITY CONNECT**
**to be replaced by CHARITY AND COMMUNITY**

Continued...

AIMS AND ACTIVITIES

We have revised and simplified our approach to displaying your aims and activities on the policy schedule. We have chosen to take a broader approach to the activities rather than display every activity you do, or were doing, on the policy schedule.

The activities shown on your new policy schedule will be based on your previously stated activities but will not be exhaustive.

Endorsement 215 ACTIVITIES lists activities that are not covered under the policy unless we have said otherwise, for example rugby or martial arts.

Please speak to your insurance advisor if your activities have changed, need updating or one of your activities is excluded.

**NOTICE TO POLICYHOLDERS**
**Changes to Endorsement 215 ACTIVITIES**

We are writing to inform you that we are making some changes to endorsement 215 that applies to your policy. We have made these changes to make the endorsement easier to read and to make it clearer what is excluded under the policy. The revised endorsement will apply to the renewal of your policy.

We have summarised the main changes below, you should read the revised endorsement carefully to ensure the policy still meets your needs.

**SIGNIFICANT CHANGES TO NOTE**

EXCLUDED ACTIVITIES
We have grouped some of the main contact sports together to make this easier to read, this includes American football, Australian rules football, Gaelic football and rugby.

Climbing is updated to state that children's play equipment is not excluded.

'Water activities' is updated to make it clear that certain water or wind assisted activities are acceptable, including paddleboarding and certain types of sailing.

Winter sports, such as skiing and snowboarding are excluded.

The exclusion for bicycles has been revised.

PROFESSIONAL SUPPLIERS CONTINGENCY EXTENSION
We have deleted the Professional Suppliers Contingency Extension, we will no longer provide contingent cover in instances where we would not ordinarily provide public liability cover, this includes abseiling, horse riding and climbing walls.



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**THE SCHEDULE:** Attaching to and forming part of the policy bearing the number below and written upon policy form FA67 0721. Subject to the terms and conditions of the policy the insurance is for the period shown.

Agent

Towergate (Wales & Bristol)
4 Axis Court
Riverside Business Park
Swansea
SA7 0AJ

Phone: 01792 522622
UK 5948

Policyholder

CFTTB of Oake and
District Community Hall
Oakford
Oake Green
Oake, Taunton
TA4 1AS

329115

Policy number **ACY 2193882**

Reason **Renewal.**

Policy type **Charity and Community**

Period of insurance from **0:01 Hrs** **3/07/25**
to **Midnight** **2/07/26**

| | | |
|---|---|---|
| Premium | £1,970.24 | |
| Insurance Premium Tax (IPT) | £236.41 | at 12.0% |
| **Total premium** | **£2,206.65** | |

Your Long Term Undertaking (LTU) expires on 02/07/26

DESCRIPTION OF THE ORGANISATION:
Village/Community Hall

CHARITABLE ACTIVITIES OF THE INSURED:
a) We cover the following activities:
* Barbeques
* Bouncy Castles
* Catering (Own Premises)
* Clean-Ups and Litter Picks
* Clerical and Other Non-Manual Work
* Coffee mornings, day trips and excursions
* Conferences, Trade Shows and Exhibitions
* Delivery And/Or Collection Of Goods
* Domestic Duties
* Fireworks Display or Bonfire Event up to 100 Attendees
* Fundraising Events (ex. Fireworks & Bonfires) up to 1000 people
* Gardening (Domestic)
* Hiring Out (Of Premises)
* Meetings, coaching and mentoring
* Talks, Presentations And Seminars



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Policy number ACY 2193882 **ADDITIONAL RISK INFORMATION**

Provided any activity above is not otherwise more specifically excluded in any section of this policy or by any endorsement forming part of this schedule or otherwise by us in writing.

DECLARED INCOME, WAGES AND VOLUNTEERS
You have declared to us your:
a) income as £40,000
b) wage roll as £0
c) number of volunteers as 15



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Policy number ACY 2193882 **SCHEDULE**

**General Cover**
The cover provided under the following sections (if shown as operative) applies to all locations specified under this policy.

| SECTION | EXCESS (Unless another amount is stated by endorsement or in the policy wording) | COVER |
|---|---|---|
| 1 PUBLIC AND PRODUCTS LIABILITY | £100 | OPERATIVE |
| Indemnity Limit | | £5,000,000 |
| 2 EMPLOYERS' LIABILITY | | OPERATIVE |
| Indemnity Limit | | £10,000,000 |
| 3 TRUSTEES' AND DIRECTORS' INDEMNITY | £250 | OPERATIVE |
| Indemnity Limit | | £1,000,000 |
| 4 PROFESSIONAL INDEMNITY | | NOT OPERATIVE |
| 5 PERSONAL ACCIDENT | | NOT OPERATIVE |
| 6 FIDELITY GUARANTEE | | NOT OPERATIVE |
| 7 REPUTATIONAL RISKS | £250 | OPERATIVE |
| 1. Libel and slander | | £500,000 |
| 2. PR crisis - any incident | | £5,000 |
| 8 LEGAL EXPENSES | | OPERATIVE |
| Indemnity Limit | | £250,000 |
| 9 CYBER | | NOT OPERATIVE |
| 10 ALL RISKS | | NOT OPERATIVE |
| 11 MONEY | £75 | OPERATIVE |
| Limit during working hours | | £5,000 |
| Limit in transit | | £5,000 |
| Limit in bank night safe | | £5,000 |
| Limit in safe | | £5,000 |
| Personal accident (Assault) | | |
| Deferment period 14 days | | |
| Capital benefits | | £10,000 |
| Weekly benefits for persons aged 16 to 80 | | £100 |
| 12 GOODS IN TRANSIT | | NOT OPERATIVE |
| 13 MOTOR POLICY COMPENSATION | | NOT OPERATIVE |



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Policy number ACY 2193882 **SCHEDULE**

**Endorsements**

006 - Products Liability Exclusion
046 - Long Term Undertaking
215 - Activities
330 - Infectious Disease, Cyber and Data Protection
340 - Territorial Exclusion (Property)General Exclusions
437 - Hirers Public Liability Extension - £5M Limit



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Policy number ACY 2193882 **SCHEDULE**

**Location: 1 Saxon Close Oake TAUNTON, Somerset TA4 1JA**

| SECTION | EXCESS (Unless another amount is stated by endorsement or in the policy wording) | COVER |
|---|---|---|
| 14 PROPERTY DAMAGE | £100 | OPERATIVE |
| including Accidental Damage | | |
| including Subsidence | £1,000 | |
| Buildings sum insured | | £1,805,185 |
| Day one item - declared value | | £1,569,726 |
| Contents | | £55,642 |
| 15 BUSINESS INTERRUPTION | | OPERATIVE |
| A - Loss of income (max. indemnity period 36 months) | | £120,000 |
| 16 LOSS OF LICENCE | | NOT OPERATIVE |
| 17 EQUIPMENT BREAKDOWN | £250 | OPERATIVE |
| 18 TERRORISM | | NOT OPERATIVE |

**Endorsements**

046 - Long Term Undertaking

049 - Day One Non-Adjustable (Property Damage)

330 - Infectious Disease, Cyber and Data Protection

340 - Territorial Exclusion (Property)General Exclusions



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Policy number ACY 2193882 ENDORSEMENTS

6 PRODUCTS LIABILITY EXCLUSION

Under section 1 (Public and Products Liability), ***we*** do not cover any liability caused or arising from ***products*** other than:

- food or drink sold or supplied by ***you*** for consumption on the ***premises***
- free literature supplied by ***you***

in connection with ***your activities***.



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Policy number ACY 2193882 **ENDORSEMENTS**

215 ACTIVITIES

1. EXCLUDED ACTIVITIES

The following exclusions are added to 'What is not covered' under section 1 (Public and Products Liability):

a) Liability arising from any of the following activities:

i.
- abseiling or rappelling
- aerial activities of any kind
- American football, Australian rules football, Gaelic football and rugby (other than walking or tag/touch variants of these sports)
- caving, potholing or underground activities of any kind
- climbing (including tree climbing) requiring the use of hands as well as feet (other than children's playground equipment)
- fire or glass walking
- firework and/or bonfire events organised or run by any ***professional supplier***
- gorge or glacier walking or trekking and the like
- gymnastics
- horse, pony or donkey riding of any kind
- martial arts or combat sports of any kind
- parkour or freerunning
- professional sport of any kind
- racing or time trials (other than on foot)

.

ii. football where:
- ***your*** football team(s) is (are) participating in a league system (including official training and practice sessions)
- ***you*** manage, control or organise a football league system.

iii. water and wind sport activities, other than:
- paddle boarding, snorkelling, surfing, swimming, windsurfing in, on or under water
- the use of non-mechanically propelled watercraft not exceeding nine meters in length whilst operated on inland waterways or within three miles of the coast (provided they are not used in any white water activity).

iv. winter sports (including but not limited to ice skating, skiing, sledding, snowboarding, snow tubing or tobogganning).

v. cycling using manual or e-bikes, where this involves:
- commercial use (such as couriers)
- downhill or trials courses.

b) Liability arising from any activity that involves the use of:
- airborne lanterns
- cables, wires or elastic ropes (other than children's playground equipment)
- fireworks or explosive items (other than as specifically stated as part of ***your*** Charitable Activities shown in the schedule)
- motorised fairground rides (other than coin operated rides designed for children)
- segway vehicles
- water based play inflatables
- weaponry.

c) Liability arising from any activity that involves the ownership, possession or use by ***you*** or on ***your*** behalf, or by any person entitled to cover under this section, of any:
- motor car, van, lorry, motor unit of an articulated lorry, coach, bus, mini-bus, quad bike, go-kart, motorcycle, motor tricycle, motor scooter or moped (whether powered by an internal combustion engine or electric motor)
- trailer used for carrying people (whether fare paying or not)

for which compulsory motor insurance or security is not required.

d) Liability, other than liability relating to ***products***, for any ***mobility equipment*** hired or loaned out by ***you***.



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Policy number ACY 2193882 **ENDORSEMENTS**

330 INFECTIOUS DISEASE AND CYBER EXCLUSIONS AND DATA PROTECTION EXTENSION LIMIT

1. The policy definitions of ***computer system*** and ***data*** are deleted and replaced by:

| | |
|---|---|
| ***computer system*** | For the Cyber section only this definition is as follows:<br>***hardware***, ***data***, computer networks, websites, intranet and extranet sites<br><br>For the Terrorism section only this definition is as follows:<br>any computer or other equipment or component or system or item which processes, stores, transmits or receives ***data***<br><br>For the Public and Products Liability section, Employers' Liability section, Professional Indemnity section, Trustees' and Directors' Indemnity section and the Cyber Loss (Property) General Exclusion only this definition is as follows:<br>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*** | For the Cyber section only this definition is as follows:<br>facts, concepts, information, ideas, text, recordings and images which are converted to a form which can be processed by ***hardware***, but not including software and programs<br><br>For the Terrorism section only this definition is as follows:<br>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 whatever<br><br>For the Public and Products Liability section, Employers' Liability section, Professional Indemnity section, Trustees' and Directors' Indemnity section and the Cyber Loss (Property) General Exclusion only this definition is as follows:<br>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*** |

2. The following definitions are added to this policy:

| | |
|---|---|
| ***cyber act*** | any 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*** | 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<br>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*** |
| ***infectious or communicable disease*** | any disease, pandemic or epidemic including but not limited to any:<br>a) virus<br>b) bacterium<br>c) parasite<br>d) other organism or infectious matter<br>e) mutation or variation to any of the above<br>whether:<br>i. living or dead<br>ii. natural or artificial<br>iii. officially declared an epidemic or pandemic or not<br>transmitted by any direct or indirect means (whether asymptomatic or not) |
| ***time element loss*** | business interruption, contingent business interruption or any other consequential losses |

Continued....



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Policy number ACY 2193882 **ENDORSEMENTS**

330 INFECTIOUS DISEASE AND CYBER EXCLUSIONS AND DATA PROTECTION EXTENSION LIMIT

Continued....

3. The following General Exclusions are added to this policy:

(Applicable to the whole policy unless ***we*** say otherwise)

This policy does not cover:

INFECTIOUS OR COMMUNICABLE DISEASE
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:

a) any ***infectious or communicable disease*** including but not limited to:
   i. the fear of a threat (whether actual or perceived) from an ***infectious or communicable disease***
   ii. 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

b) any action taken or failure to take action to prevent, control or respond to any ***infectious or communicable disease***.

Provided that:

- this exclusion applies regardless of any concurrent or contributory cause or event or occurrence in any sequence with any other cause or event
- in the event of any contradiction in this policy this exclusion shall always take primacy
- where ***we*** apply this exclusion the burden of proving the contrary shall be upon ***you***
- this exclusion applies to all sections and extensions of this policy except those sections or extensions (where available and insured by this policy) noted below:
  a) Employers' Liability
  b) Public Liability
  c) Medical Malpractice
  d) Reputational Risks
  e) PR Crisis Communication
  f) Professional Indemnity
  g) Trustees' and Directors' Indemnity
  h) Directors' and Officers' Liability
  i) Personal Accident
  j) Legal Expenses
  k) Terrorism.

CYBER LOSS (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, resulting from, arising out of or in connection with:
   a) 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. a) 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
      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

Continued....



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Policy number ACY 2193882 **ENDORSEMENTS**

330 INFECTIOUS DISEASE AND CYBER EXCLUSIONS AND DATA PROTECTION EXTENSION LIMIT

Continued....

3. The following General Exclusions are added to this policy:

(Applicable to the whole policy unless ***we*** say otherwise)

This policy does not cover:

CYBER LOSS (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, resulting from, arising out of or in connection with:

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 provisions of this sub-paragraph 1. b) 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. a) 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 recreating, 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

c) 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***

d) any threat to carry out or perpetrate a hoax in respect of anything described in sub-paragraphs 1. a) - 1.c) above

e) any action taken, or failure to take action, to prevent, control, limit or respond to anything described in sub-paragraphs 1. a) - 1. d) above.

This exclusion applies to all sections and extensions of this policy except those sections or extensions (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) Trustees' and Directors' Indemnity
g) Directors' and Officers' Liability
h) Personal Accident
i) Legal Expenses
j) Terrorism
k) Cyber
l) Equipment Breakdown.

4. The following cyber exclusion is added to WHAT IS NOT COVERED under each of sections 1 (Public and Products Liability) and 2 (Employers' Liability):

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 ***costs and expenses*** resulting from:

a) statutory liability under the Employers' Liability cover,
b) 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 material property
c) liability arising under extension 6 Data Protection of section 1.

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.

Continued....



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330 INFECTIOUS DISEASE AND CYBER EXCLUSIONS AND DATA PROTECTION EXTENSION LIMIT

Continued....

5. Amended limit - Data Protection extension (Public and Products Liability)

Under extension 6 Data Protection of section 1, the most ***we*** will pay is deleted and replaced by:

The most ***we*** will pay is:
- £1,000,000 for any ***claim***, and for all ***claims*** in any one ***period of insurance***, for damages and ***costs and expenses*** following civil cases against ***you*** for material and non-material damage
- £100,000 for any ***claim***, and for all ***claims*** in any one ***period of insurance***, for defence and prosecution costs awarded against ***you*** following criminal cases.

6. The following changes are made to WHAT IS NOT COVERED under section 4 (Professional Indemnity):

a) The following cyber exclusion is added:

***We*** do not cover any liability under this section of the policy for, or directly or indirectly arising out of, or in any way connected with:
i. 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
ii. 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 this section for ***claims made*** arising from any negligent act, negligent error, negligent omission or negligent breach of duty committed in the conduct of ***your activities*** shall be restricted solely due to the use of a ***computer system*** or ***data***.

b) Exclusion 2. a) is deleted and replaced by:

2. Liability directly or indirectly arising from:
a) any ***bodily injury*** to any person or ***damage*** to, or destruction of, or loss of, including loss of use of, any property, unless directly caused by any negligent act, negligent error, negligent omission or negligent breach of duty

7. The following cyber exclusion is added to WHAT IS NOT COVERED under section 3 (Trustees' and Directors' Indemnity):

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 made*** which a ***trustee or director*** becomes legally liable to pay as damages and ***costs and expenses*** arising from a ***wrongful act*** involving access to, processing of, use of, or operation of, any ***computer system*** or ***data***.



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Policy number ACY 2193882 **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***<br><br>The following is not included under an ***agreement***:<br>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<br>• 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:<br>• under a contract of service or apprenticeship with the ***hirer***<br>• who is hired to, supplied to or borrowed by the ***hirer***<br>• engaged under a work experience or similar scheme<br>• helping as a volunteer<br>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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Policy number ACY 2193882 **ENDORSEMENTS**

437 HIRERS' PUBLIC LIABILITY EXTENSION (£5M INDEMNITY LIMIT)

Continued...

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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437 HIRERS' PUBLIC LIABILITY EXTENSION (£5M INDEMNITY LIMIT)

Continued...

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.

Continued...



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437 HIRERS' PUBLIC LIABILITY EXTENSION (£5M INDEMNITY LIMIT)

Continued...

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.

Continued...



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437 HIRERS' PUBLIC LIABILITY EXTENSION (£5M INDEMNITY LIMIT)

Continued...
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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Policy number ACY 2193882 **ENDORSEMENTS**

46 LONG TERM UNDERTAKING

A discount of premium has been allowed in consideration of ***you***, having an agreement with ***us***, to offer annually for three years the insurance provided by this policy on the terms in force at the expiry of each ***period of insurance*** and to pay the premium, including all insurance premium tax, annually in advance or, with ***our*** agreement, by instalments.

This agreement applies to any policy(ies) that ***we*** may issue in place of this policy and the same discount will be allowed from the corresponding premium on the replacement policy(ies).

The expiry date of the current Long Term Undertaking is shown in the policy schedule.

Payment of the premium at the renewal date immediately following the expiry of the current agreement, shall be deemed acceptance by ***you*** of:

- the continuation of the agreement for a further three years, in line with the original agreement, and
- the terms, conditions and exceptions of this policy.

Provided that:

a) ***we*** may end this agreement or amend the premium or change the terms, conditions or exceptions of this policy where:
   i. there is any alteration described under the policy General Condition for Alteration of Risk, or
   ii. changes in legislation or material legal precedents are established by any court of law, or
   iii. material changes in reinsurance protection are imposed on ***us*** by reinsurers or the availability or cost of reinsurance to ***us*** changes
b) this agreement does not apply to any section or part of a section providing Cyber, Equipment Breakdown, Legal Expenses or Terrorism,
c) ***we*** shall be under no obligation to accept an offer to renew this policy made in accordance with this agreement, and
d) the sums insured may be reduced at any time to correspond with any reduction in value or activity.

49 DAY ONE - NON-ADJUSTABLE (PROPERTY DAMAGE)

The following policy definition is added:

***declared value*** the cost of ***reinstatement*** of the ***buildings*** insured at the level of costs applying at the inception of the ***period of insurance*** (ignoring inflationary factors that may operate subsequently) plus an allowance for:

- the additional costs of ***reinstatement***
- professional fees
- debris removal costs

as insured under the Fees extension to the Property Damage section of this policy

***You*** have stated to ***us*** in writing the ***declared value*** of the ***buildings***, as shown on the schedule, and the premium under section 14 has been calculated accordingly.

At the inception of each ***period of insurance***, ***you*** must notify ***us*** of the ***declared value*** of the ***buildings*** insured.

In the absence of such declaration, ***we*** will index-link the last amount declared by ***you*** and the resulting amount shall be taken as the ***declared value*** for the ensuing ***period of insurance***.

In respect of the buildings items shown in the schedule, the underinsurance provisions in the Claims settlement for Property Damage are accordingly deleted and replaced by the following:

UNDERINSURANCE

- when ***reinstatement*** applies:
  if at the time of the ***damage***, the ***declared value*** (by the item in the schedule covering the ***buildings*** affected) is less than the cost of ***reinstatement*** (of all the ***buildings*** to which that ***declared value*** relates) at the inception of the ***period of insurance***, then the amount ***we*** will pay will be reduced in the same proportion that the said ***declared value*** bears to the said cost of ***reinstatement***.
- when ***reinstatement*** does not apply:
  if at the time of the ***damage***, the ***declared value*** (by the item in the schedule covering the ***buildings*** affected) is less than the total cost of rebuilding (all the ***buildings*** to which that ***declared value*** relates) at the inception of the ***period of insurance*** to a condition that is equivalent to, or substantially the same as, but not better or more extensive than its condition immediately prior to the ***damage***, then the amount ***we*** will pay will be reduced in the same proportion that the said ***declared value*** bears to the said total cost of rebuilding.



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Policy number ACY 2193882 **ENDORSEMENTS**

340 TERRITORIAL EXCLUSION (PROPERTY) - GENERAL EXCLUSIONS
The following general exclusion is added to this policy.

(Applicable to the whole policy unless ***we*** say otherwise)

This policy does not cover:

TERRITORIAL EXCLUSION (PROPERTY)
The following definition is added to this policy:

***excluded territory***
a) Belarus (Republic of Belarus), and
b) Russian Federation, and
c) Ukraine (including the Crimean Peninsula and the Donetsk and Luhansk regions)

any loss, ***damage***, liability, cost or expense of whatsoever nature, directly or indirectly arising from, or in respect of, any:
a) identity domiciled, resident, located, incorporated, registered or established in an ***excluded territory***, or
b) property or asset located in an ***excluded territory***, or
c) individual that is resident in or located in an ***excluded territory***, or
d) ***claim***, action, suit or enforcement proceeding brought or maintained in an ***excluded territory***, or
e) payment in an ***excluded territory***.

This exclusion will not apply to any coverage or benefit required to be provided by ***us*** by law or regulation applicable to ***us***, however, the terms of any sanctions clause will prevail.

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

a) Employers' Liability
b) Public Liability
c) Medical Malpractice
d) Reputational Risks or PR Crisis Communication
e) Professional Indemnity
f) Trustees' and Directors' Indemnity
g) Directors and Officers Liability
h) Personal Accident
i) Legal Expenses
j) Cyber.



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**Data Privacy Notice**

Your privacy is important to us. We will process your personal data in accordance with data protection laws.

Ecclesiastical Insurance Office PLC is the data controller in respect of any personal data which you provide to us or which we hold about you and any personal data which is processed in connection with the services we provide to you.

Where you provide us with personal data about a person other than yourself (such as a dependant or named person under a policy), you must inform them that you are providing their personal data to us and refer them to this notice.

To provide our insurance related services, we will collect and process your personal data such as your name, contact details, financial information and any information which is relevant to the insurance policy we are providing. In order to provide your insurance policy or when making a claim, we may also need to collect or process 'special categories of personal data' such as information relating to your health or criminal convictions or information which is likely to reveal your religious beliefs.

We process your personal data for the purposes of offering and carrying out insurance related services to you or to an organisation or other persons which you represent. Your personal data is also used for business purposes such as fraud prevention, business management, systems development and carrying out statistical and strategic analysis.

Providing our services will involve sharing your personal data with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, fraud prevention agencies, our service providers and professional advisors, or business partners and our regulators.

In some circumstances we may transfer your personal data to countries outside of the European Economic Area. We will put appropriate safeguards in place to ensure that your personal data is protected.

Where we have your consent, we may market our services to you or provide your personal data to our related companies or business partners for marketing purposes. You can opt out of marketing communications at any time by contacting us.

**Fraud Prevention**

We need to carry out fraud and anti-money laundering checks and this will involve sharing your personal data (such as your name, contact details and financial information) with credit reference and fraud prevention organisations such as the Claims and Underwriting Exchange, run by MIB. If you make a claim, we will share your personal data (to the extent necessary) with other companies including other insurers and anti-fraud organisations to prevent fraud. For the purposes of deciding whether to accept and pay a claim or any part of it, we may appoint loss adjusters or external investigation services to act on our behalf.

If false or inaccurate information is provided and fraud is identified, your personal data will be passed to fraud prevention agencies including the Insurance Fraud Register, run by the Insurance Fraud Bureau. Law enforcement agencies may access and use this information.

Please note that when carrying out any fraud prevention activities, we may need to process your special categories of data such as criminal offence information and share it with fraud prevention agencies.

**Further Information**

For further information on how your personal data is used and your rights in relation to your personal data please refer to our Privacy Policy at www.ansvar.co.uk/privacypolicy or contact our Data Protection Officer at Benefact House, 2000, Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester GL3 4AW or on 0345 6073274 or email compliance@ansvar.co.uk.

## DAS DATA PROTECTION

In addition to any other data processing notice provided in relation to this policy, data under this policy will be processed by DAS Legal Expenses Insurance Company (DAS). When you purchase and use this policy, DAS will process personal information about you, and anyone else whose details are provided to them to provide you with a service or claim.

DAS will process your personal information in accordance with their Privacy Notice. You can find their Privacy Notice online at at https://www.dasinsurance.co.uk/legal/privacy-statement. Alternatively, you can make a request for a printed copy to be sent to you by contacting dataprotection@das.co.uk.



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