

PREMIUM NOTIFICATION

Agent

Norris & Fisher (Village Hall Scheme)Ltd
34a Hiltingbury Road
Chandlers Ford
Eastleigh
S053 5SS

Phone: 023 8027 3164
UK 4188

Policyholder

CFTTB of Pelham Hall
Pelham Hall
Penallt
Monmouth
NP25 4AH

393405

Policy number	CCP 2263233	Reason	Renewal
Policy type	Charity and Community Connect		
Period of insurance from	0:01 Hrs 22/02/22	Premium	£1,344.92
to	Midnight 21/02/23	Insurance Premium Tax (IPT)	£161.40 at 12.0%
		Total premium	£1,506.32

Number of claims in previous insurance year: 0

Your Long Term Undertaking (LTU) expires on 21/02/23

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

Date of Issue 11/01/22

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 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 11/01/22

NOTICE TO POLICYHOLDERS
CHANGE OF
TELEPHONE NUMBER FOR EMERGENCY GLASS REPLACEMENT
ADDRESS FOR FINANCIAL CONDUCT AUTHORITY

The phone number should you need to make a glass claim has changed.

If you wish to make a claim for glass, please call the emergency glass replacement phone number **0345 6000 148**.

- If you suffer glass breakage you can call our selected specialist provider who will effect a rapid repair.
- If you are insured for glass breakage, they will issue separate invoices to:
 - you in respect of any policy excess and recoverable VAT
 - Ansvar for the remaining cost.
- If the glass is not insured, you will be solely responsible for the entire cost of repairs.

The phone number for GLASS shown in the policy wording under Making a Claim, should not be used. Dialling this number may delay your claim. If you are unsure what to do, then please call our claims number on 0345 606 0431.

The address for the Financial Conduct Authority (FCA) has changed. The address for the FCA shown under 'USEFUL ADDRESSES' in the policy wording is deleted and replaced by:

FINANCIAL CONDUCT AUTHORITY
(To protect and enhance consumer
confidence in the UK financial system)
12 Endeavour Square
London, E20 1JN
www.fca.org.uk

NOTICE TO POLICYHOLDERS

With effect from the first renewal after 11/10/2021 the following changes are made to Section 21 CYBER as provided by endorsement 479 or 480 (if applicable).

Special conditions

Where insured event 1 CYBER LIABILITY or insured event 2 DATA-BREACH EXPENSE is included, the following additional special condition applies to each insured event:

DATA PROTECTION AUTHORITY

where applicable, you must ensure you are registered and paid any appropriate fees to the applicable data protection authority.

Cyber crime

Insured event 4. 'Cyber crime' cover is only provided by endorsement 480 Cyber (Including Cyber Crime), your schedule will show if this cover applies, and the following changes are made:

- part a) is reworded to clarify that we are covering financial loss following hacking,
- additional cover is added for loss that results in transferring funds from your account to that of a third party as a result of a fraudulent electronic communication,
- part c) covering costs of responding, is reworded to clarify this includes the cost of employing specialist support to verify cyber threats,
- additional exclusions are added to WHAT IS NOT COVERED:
 - any hacking by an employee
 - any financial loss resulting from a fraudulent application for credit.

Extensions

Extension 9, FINES AND PENALTIES is updated to show that this only applies to insured event 1 CYBER LIABILITY (where applicable).

NOTICE TO POLICYHOLDERS

CHANGES TO 3 OR 5 YEAR LONG TERM UNDERTAKINGS (LTU)

Please note that from the policy inception, or the first renewal date of your policy, on or after the 1st November 2021, we need to make some changes to your policy.

For some of the covers, where available under this policy, such as Cyber, Equipment Breakdown and Legal Expenses these are arranged by us through another insurer. In the case of Terrorism, this cover is subject to the terms and conditions set by our reinsurer Pool Re. The discount provided by the LTU, if you have entered into this agreement, has never applied to these covers.

From the 1st November 2021, we have re-issued our LTU wording with the intention of being clearer where the LTU discount does not apply. At the same time we have further explained the circumstances where we are allowed to end this agreement, amend the premium or change the terms, conditions or exceptions of this policy.

If you have chosen a 3 or 5 year LTU, where available under this policy, this will be shown as endorsement 046 or 884 in the policy schedule. Your policy schedule will also confirm the expiry date of your LTU, if you have entered into this agreement, and is not affected by these changes.

By including changes to a particular section this does not mean that you have chosen to include that section; you will need to check with your current policy schedule to see which covers you have chosen to include.

Before paying your premium please make sure that the cover provided meets your needs. By continuing to insure with us you accept the changes. If you have any questions or concerns please contact us or your insurance advisor before your renewal date.

NOTICE TO POLICYHOLDERS

Important - Cyber updates to your policy wording

Please note that from the policy inception, or the first renewal date of your policy, on or after the 1st January 2022, we need to make some changes to your policy. In this notice, we explain these changes and the reason for them.

Before renewing your policy, please make sure that the cover provided meets your needs. By continuing to insure with us you accept these changes and they will form part of your policy on renewal.

If we have made further changes to your policy there may be other notices that apply, please read these in addition.

We recommend that you keep this notice with your schedule and policy booklet.

Summary of changes

Cyber Loss (Property) General Exclusion

When property insurance policies were developed, computer and cyber risks were rare or did not exist; therefore no specific exclusionary language was necessary at that time. As computer technology has evolved, allied with the growth of the internet and connectivity, exposure to cyber events has increased significantly.

As cyber risks have not been insured by standard property insurances, premiums have never included such cyber risks. To cater for these new risks specific Cyber insurance covers have been developed (please ask us or your broker for details).

Following improved clarity and contract certainty in the reinsurance market as regards cyber risks, we are providing similar clarification under your policy through an additional General Exclusion 'Cyber Loss (Property)' now added to your policy.

Cyber - Liabilities

As computer technology and internet usage has evolved, the risk of exposure to cyber events has increased significantly. It was never envisaged that liability policies would need to respond to these risks. There are specific Cyber policies available in the market that include cover for Cyber liability (please ask us or your broker for details).

Following improved clarity and contract certainty in the reinsurance market as regards cyber risks, we are providing similar clarification under your policy through a new endorsement that has now been applied to various liability sections and will appear on your policy schedule.

The sections affected are those covering Public and Products Liability, Employers' Liability, Professional Indemnity and Trustees' and Directors' Indemnity.

Continued....

NOTICE TO POLICYHOLDERS

Important - Cyber updates to your policy wording

Continued....

Cyber - Liabilities

In this notice we provide a summary of these changes.

Please note that not all policies will include all the sections listed, or you may have chosen not to include a particular section that is available, please see your schedule for the sections that apply to you.

Public and Products Liability

"Cyber act" and "Cyber incident" are excluded. However, the exclusion does not apply to claims arising from legal liability for bodily injury to third parties or physical damage to third party property, and liability that arises under the Data Protection extension of the section.

The Data Protection extension to your section will now be subject to a limit of £1,000,000 for all claims in the period of insurance.

Employers' Liability

"Cyber act" and "Cyber incident" are excluded. However, the exclusion does not apply to claims arising from legal liability for bodily injury to employees.

Professional Indemnity

"Cyber act" and "Cyber incident" are excluded. However, the exclusion clarifies that a claim for negligent acts or omissions won't be excluded simply because a computer was used in providing the professional services or advice involved.

Trustees' and Directors' Indemnity

"Cyber act" and "Cyber incident" are excluded. However, the exclusion does not apply to claims by individual insureds for their wrongful acts as trustees. The exclusion applies in full to claims by the organisation itself.

The changes above, where applicable to the policy you have chosen, are shown in the schedule under endorsement 331 'Cyber Exclusions and Data Protection Extension Limit'.

THE SCHEDULE: Attaching to and forming part of the policy bearing the number below and written upon policy form FA58 0117.
 Subject to the terms and conditions of the policy the insurance is for the period shown.

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	to Midnight 21/02/23	Insurance Premium Tax (IPT)	£161.40 at 12.0%
		Total premium	£1,506.32

Your Long Term Undertaking (LTU) expires on 21/02/23

AIMS OF THE INSURED:
 Village Hall

CHARITABLE ACTIVITIES OF THE INSURED:
 a) The following activities which you have declared to us:
 Management and letting of a Village Hall

b) The following activities are automatically included:
 * attendance at trade shows, exhibitions, conferences, meetings and seminars
 * clean-ups and litter picks
 * clerical and non-manual work
 * collection and delivery work
 * domestic work, including domestic gardening
 * firework and/or bonfire events not exceeding an attendance of 500 persons at any one time
 * fundraising events, other than firework and/or bonfire events, not exceeding an attendance of 1,000 persons at any one time
 * recreational activities
 provided any activity above is not otherwise more specifically

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Policy number CCP 2263233

ADDITIONAL RISK INFORMATION

excluded in any section of this policy or by any endorsement forming part of this schedule or otherwise by us in writing.

Policy number CCP 2263233

SCHEDULE

Location: Pelham Hall Penallt Monmouth NP25 4AH

Your No Claims Discount is 7 year(s)

SECTION	EXCESS (Unless another amount is stated by endorsement or in the policy wording)	COVER
1 BUILDINGS	£100	OPERATIVE
Escape of water	£350	
Subsidence	£1,000	
including Accidental Damage		
Sum Insured		£2,178,217
Tenants improvements		£0
2 CONTENTS	£100	OPERATIVE
Escape of water	£350	
including Accidental Damage		
Contents		£37,204
Electronic and computer equipment		£1,675
Stock		£1,861
3 ALL RISKS		NOT OPERATIVE
Sum Insured (as per enclosed specification)		£0
4 MONEY	£75	OPERATIVE
Limit during working hours		£2,500
Limit in transit		£2,500
Limit in bank night safe		£2,500
Limit in Safe		£2,500
Personal Accident (Assault)		
Capital Benefits		£10,000
Weekly Benefits for persons aged 16 to 75 years		£100
5 BUSINESS INTERRUPTION		OPERATIVE
A - Loss of Income (max. indemnity period 24 months)		£20,000
B - Extra Expenses (max. indemnity period 00 months)		£0
C - Gross Profit (max. indemnity period 00 months)		£0
D - Rental Income (max. indemnity period 00 months)		£0
6 BOOK DEBTS		NOT OPERATIVE
Sum Insured		£0
7 EMPLOYERS LIABILITY		OPERATIVE
Indemnity Limit		£10,000,000
8 PUBLIC & PRODUCTS LIABILITY	£100	OPERATIVE
Indemnity Limit		£5,000,000
including Libel and Slander		£500,000
9 PROFESSIONAL INDEMNITY		NOT OPERATIVE
Indemnity Limit		£0
Retroactive date -		
10 PROPERTY OWNERS LIABILITY	£100	OPERATIVE
Indemnity Limit		£5,000,000
11 LOSS OF LICENCE		NOT OPERATIVE
Sum Insured		£0

Date of issue 11/01/22

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SCHEDULE

SECTION	EXCESS (Unless another amount is stated by endorsement or in the policy wording)	COVER
12 PERSONAL ACCIDENT		NOT OPERATIVE
13 COMPUTER BREAKDOWN		NOT OPERATIVE
Computer equipment		£0
Data		£0
14 REFRIGERATED CONTENTS		NOT OPERATIVE
Limit any one Unit		£0
Total Sum Insured		£0
15 GOODS IN TRANSIT		NOT OPERATIVE
Own Vehicle Limit		£0
Limit any one package		£0
Limit any one consignment		£0
16 TRUSTEES & DIRECTORS INDEMNITY	£250	OPERATIVE
Indemnity Limit		£250,000
Retroactive date -		
17 FIDELITY GUARANTEE		NOT OPERATIVE
Indemnity Limit		£0
Retroactive date -		
18 PR CRISIS COMMUNICATION		NOT OPERATIVE
Sum Insured		£0
19 MOTOR POLICY COMPENSATION		NOT OPERATIVE
Limit any one driver/person		£0
20 LEGAL EXPENSES		OPERATIVE
Indemnity Limit		£250,000

Policy number CCP 2263233

DIVISION OF SUM INSURED

Item number	Property Description	Buildings	Contents	Business Interruption	Level of Cover
The sum(s) insured shown in the schedule is/are divided and held to apply as follows:					
1	Pelham Hall	£2,144,052	£40,740	£20,000	As policy wording
2	Solar Panels	£16,175			As policy wording
3	Lift	£17,991			As policy wording
	Total	£2,178,218	£40,740	£20,000	

Policy number CCP 2263233

SCHEDULE

Endorsements

006 - Products Liability Exclusion
046 - Long Term Undertaking (3 Years)
215 - Activities
331 - Cyber Exclusions & Data Protection extension limit
425 - Village and Community Hall Valuation Agreement
482 - Policy Changes April 2018

044 - Subsidence, Heave or Landslip (Buildings&Contents)
062 - Declarations
317 - Policy Changes Sept 2020 (Infectious disease)
419 - Village and Community Hall Scheme Endorsement
437 - Hirers Liability - Public Liability (£5,000,000)
483 - Policy Changes May 2018

Additional Information

AIMS OF THE INSURED:

Village Hall

CHARITABLE ACTIVITIES OF THE INSURED:

Management and Letting of a Village Hall

Policy number CCP 2263233

ENDORSEMENTS

6 PRODUCTS LIABILITY EXCLUSION

Under section 8 (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**.

62 DECLARATIONS

Prior to each renewal date, **we** may require **you** to complete a declaration of changes to various factors on which **we** base **your** renewal terms. If changes have occurred, or if **you** fail to submit **your** declaration to **us**, **we** may consequently adjust **our** terms for the forthcoming renewal.

Policy number CCP 2263233

ENDORSEMENTS

215 ACTIVITIES

1. EXCLUDED ACTIVITIES

The following exclusions are added to WHAT IS NOT COVERED under section 8 (Public and Products Liability):

a) Liability arising from any of the following activities:

- i.
 - abseiling
 - aerial activities of any kind
 - American football or Australian rules football
 - climbing requiring the use of hands as well as feet (other than children's playground equipment)
 - fire walking
 - firework and/or bonfire events organised or run by any **professional supplier**
 - glacier walking or trekking
 - Gaelic football
 - gorge walking and the like
 - gymnastics
 - horse, pony or donkey riding of any kind
 - martial arts or fighting sports of any kind
 - Olympic style weightlifting
 - parkour or freerunning
 - powerlifting
 - professional sport of any kind
 - racing or time trials (other than on foot)
 - rugby
 - tree climbing
 - underground activities of any kind including but not limited to caving and potholing.
- 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 activities (other than swimming, snorkelling, surfing, windsurfing or the use of non-mechanically propelled watercraft not exceeding nine metres in length whilst operated on inland waterways only or within three miles of the coast provided they are not used in any white water activity).

b) Liability arising from any activity that involves the use of:

- airborne lanterns
- bicycles other than for normal road use
- cables or wires
- elastic ropes
- fireworks or explosive items (other than as specifically stated as part of **your** Charitable Activities shown in the schedule)
- land, kite or fly boards of any kind
- land, sand or ice yachts of any kind
- motorised fairground rides
- roller blades
- sandboards
- segway vehicles
- skates
- skateboards and hover boards
- skis
- sleds
- snowboards
- snow tubes of any kind
- toboggans
- 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
- 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**.

2. PROFESSIONAL SUPPLIERS CONTINGENCY EXTENSION

Section 8 (Public and Products Liability), subject to its terms, exceptions and conditions, extends to cover the following specified activities whilst under the overall control of any **professional supplier** subject to the special requirement for Insurance Checks for Professional Suppliers of Activities:

- abseiling
- aerial runways
- air rifle shooting
- archery
- assault courses
- BMX riding
- clay pigeon shooting
- climbing wall
- climbing with ropes
- dry slope skiing or boarding
- go-karting
- gymnastics
- horse, pony or donkey riding
- ice skating
- inflatable play equipment
- javelin throwing
- land, kite or fly surfing or boarding
- land, sand or ice yachting
- motorised fairground rides
- Olympic style weightlifting
- paint-balling
- powerlifting
- roller blading
- roller skating
- rope courses
- skateboarding
- zip wires
- zorbing.

Policy number CCP 2263233

ENDORSEMENTS

317 POLICY CHANGES SEPTEMBER 2020 (EXCLUSION OF INFECTIOUS OR COMMUNICABLE DISEASE)
 The following changes are made to this policy:

1. The policy definition of **specified disease** is deleted and of no further effect.
2. The following definition is added to this policy:

infectious or communicable disease any disease, pandemic or epidemic including but not limited to any:

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

whether:

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

3. The following changes are made to section 5 (Business Interruption):

a) Removal of Specified diseases cover - applicable to any section of the policy covering business interruption, loss of income, loss of revenue, consequential loss or rental income. Any extension that provides cover for specified diseases, murder, suicide, food poisoning, defective sanitation & vermin is deleted and replaced with the following:

WHAT IS COVERED

- 1 FOOD POISONING, DEFECTIVE SANITATION, VERMIN, MURDER OR SUICIDE
 - a) poisoning caused by food or drink provided at the **premises**
 - b) any accident causing defects in drains or other sanitary arrangements at the **premises** which causes restrictions in the use of the **premises** on the order or advice of the competent local authority
 - c) any discovery of pests or vermin at the **premises**
 - d) murder, rape or suicide at the **premises**.

The most **we** will pay for any **claim** is 25% of the Business Interruption sum insured shown in the schedule or £250,000, whichever is less.

The **indemnity period** in respect of this extension only is re-defined as follows:

the period beginning with the date from which the restrictions on the **premises** are applied (or in the case of cover c) pests or vermin or d) murder, rape or suicide with the date of occurrence) and ending not later than 3 months thereafter during which the results of **your activities** are affected because of the occurrence.

WHAT IS NOT COVERED

1. Costs incurred in the cleaning, repair, replacement, recall or checking of property.
2. Any occurrence that is not at the **premises**.
3. Any **claim** if **you** failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement.

Continued...

Policy number CCP 2263233

ENDORSEMENTS

317 POLICY CHANGES SEPTEMBER 2020 (EXCLUSION OF INFECTIOUS OR COMMUNICABLE DISEASE)
 The following changes are made to this policy:

Continued....

3. The following changes are made to section 5 (Business Interruption):

b) Amendment to Bomb scare or emergency action - applicable to any section of the policy covering business interruption, loss of income, loss of revenue, consequential loss or rental income. Any extension that provides cover for Bomb scare or emergency action is deleted and replaced with the following:

WHAT IS COVERED

2 BOMB SCARE OR EMERGENCY ACTION

closure of the **premises** by a competent authority due to:

- a) bomb scare, or
- b) an emergency that could endanger human life or neighbouring property.

The most **we** will pay is £2,500 for any **claim**.

For the purpose of cover 2.a) (bomb scare) general exclusion 5 Terrorism does not apply.

WHAT IS NOT COVERED

Any:

- a) closure of less than 4 hours duration
- b) **premises** in Northern Ireland
- c) closure of the **premises** by the competent local authority as a result of an occurrence of food poisoning, defective drains or other sanitary arrangements or pests or vermin.

4. General exclusion of infectious or communicable disease

The following general exclusion is added to this policy:

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 conflict between this exclusion and any other provision of this policy this exclusion shall always apply and take precedence over any such other provision
- 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 | g) Trustees' and Directors' Indemnity |
| b) Public Liability | h) Directors and Officers Liability |
| c) Medical Malpractice | i) Personal Accident |
| d) Reputational Risks | j) Legal Expenses |
| e) PR Crisis Communication | k) Terrorism. |
| f) Professional Indemnity | |

Policy number CCP 2263233

ENDORSEMENTS

331 CYBER EXCLUSIONS AND DATA PROTECTION EXTENSION LIMIT

1. The following definitions are added to this policy:

- computer system** 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:
 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
- 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
 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**
- data** 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:
 information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **computer system**
- time element loss** business interruption, contingent business interruption or any other consequential losses

2. The policy General Exclusion for Electronic Risks is deleted and replaced by:

(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:
- 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
- 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

Continued....

Policy number CCP 2263233

ENDORSEMENTS

331 CYBER EXCLUSIONS AND DATA PROTECTION EXTENSION LIMIT

Continued....

2. The policy General Exclusion for Electronic Risks is deleted and replaced by:

(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:

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 | h) Personal Accident |
| b) Public Liability | i) Legal Expenses |
| c) Medical Malpractice | j) Terrorism |
| d) Reputational Risks | k) Cyber |
| e) Professional Indemnity | l) Equipment Breakdown |
| f) Trustees' and Directors' Indemnity | m) Computer Equipment |
| g) Directors' and Officers' Liability | |

3. The following cyber exclusion is added to WHAT IS NOT COVERED under each of sections 7 (Employers' Liability), 8 (Public and Products Liability) and 10 (Property Owners' 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 8.

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.

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

Under extension 6 Data Protection of section 8, wherever shown in this policy or any other endorsement in the schedule, 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.

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ENDORSEMENTS

331 CYBER EXCLUSIONS AND DATA PROTECTION EXTENSION LIMIT

Continued....

5. The following changes are made to WHAT IS NOT COVERED under section 9 (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

6. The following cyber exclusion is added to WHAT IS NOT COVERED under section 16 (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 any **wrongful act** involving access to, processing of, use of, or operation of, any **computer system** or **data**.

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ENDORSEMENTS

419 VILLAGE AND COMMUNITY HALL SCHEME ENDORSEMENT

1. CHARITABLE ACTIVITIES (INCREASED ATTENDANCE OF FIREWORK AND/OR BONFIRE EVENTS)

Under the CHARITABLE ACTIVITIES OF THE INSURED, shown in the schedule, paragraph b) is deleted and replaced by the following:

b) The following activities are automatically included:

- attendance at trade shows, exhibitions, conferences, meetings and seminars
- clean-ups and litter picks
- clerical and non-manual work
- collection and delivery work
- domestic work, including domestic gardening
- firework and/or bonfire events (not organised or run by a **professional supplier**), not exceeding an attendance of 500 persons at any one time
- fundraising events, other than firework and/or bonfire events, not exceeding an attendance of 1,000 persons at any one time
- recreational activities

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.

2. DAMAGE TO GROUNDS (BUILDINGS)

Under section 1 extension 5 is deleted and replaced by the following:

WHAT IS COVERED

5 DAMAGE TO GROUNDS

We will pay for the reasonable cost of making good the gardens or grounds of the **buildings damaged** by:

- a) the emergency services in attending the **buildings** following **damage** which is the subject of a valid **claim** under this section
- b) trespassers or squatters including the costs of removal of any debris or rubbish left in the gardens or grounds after their departure.

The most **we** will pay for any **claim** under a) and b) is £10,000 in total.

WHAT IS NOT COVERED

£1,000 **excess** under cover b).

3. DEFIBRILLATORS (CONTENTS)

a) In respect of **damage** to any defibrillator, including its container, covered under section 2 the amount of **excess** shown in the schedule is deleted and replaced by 'Nil'.

b) The following extension is added to section 2:

WHAT IS COVERED

DEFIBRILLATORS

We will pay for **damage** caused by any operative event under this section to any defibrillator, including its container, covered by this section:

- at the **premises** not contained in the **buildings** when secured to a permanently fixed structure
- away from the **premises** within the **territorial limits** and used in an attempt to save human life.

The most **we** will pay is £5,000 for any **claim**.

If a valid **claim** for any defibrillator, including its container, insured by this extension could also be a valid **claim** under the Temporary Removal of Contents, Property of Employees, Members and Visitors, Exhibitions, Outside Catering and Fund-Raising or Property in the Open extension to this section, then the extension that provides the widest cover will apply.

WHAT IS NOT COVERED

The exclusions for this section apply to the defibrillators extension other than where expressly varied and the following exclusions are added:

1. Nil **excess**.
2. **Damage** by theft to such property from any unattended motor vehicle unless:
 - a) hidden from view in a closed glove, storage or luggage compartment or boot, and
 - b) all windows and sunroofs are securely closed and all doors, tailgate and boot are locked.
3. **Damage** by malicious persons or by theft or attempted theft from any unattended building unless all windows are securely closed and all external doors are locked.

Policy number CCP 2263233

ENDORSEMENTS

425 VILLAGE AND COMMUNITY HALL VALUATION AGREEMENT (BUILDINGS AND CONTENTS)

The following definitions apply to this endorsement:

period of the agreement from the date of **your** written declaration to **us**, confirming **your** acceptance of the **valuation report** and continuing until:

- the date of any new **valuation report** if after 21 days from the date of **our** letter attaching the new **valuation report**, **you** have not declared to **us**, in writing, **your** acceptance of the new **valuation report**, or
- midnight on the last day of 3 consecutive years immediately following the date of any **valuation report** if **we** have not issued a new **valuation report** to **you**, or
- the Buildings or Contents sections of the policy become inoperative, or
- **you** or **we** cancel the agreement, or
- the policy is cancelled, or not renewed, by **you** or **us**

whichever is the sooner

valuation report a valuation report for insurance purposes, arranged by **us**, for the:

- **buildings**, and
- **contents** (if shown in the **valuation report**)

You have declared to **us**, in writing, **your** acceptance of the **valuation report**.

In consideration of **your** acceptance of the **valuation report**, **we** agree that during each **period of the agreement** the paragraph for UNDERINSURANCE, under the Claims settlement for sections 1 and 2, will be inoperative in respect of the property insured for which the **valuation report** was prepared subject to the under-mentioned special requirements.

Special Requirements for Village and Community Hall Valuation Agreement (Buildings and Contents)

You are required as a condition precedent to **our** liability to ensure that throughout each **period of the agreement you**:

1. maintain the sum(s) insured, to which the **valuation report** relates, at no less than the valuation amount specified in the **valuation report**
2. accept and maintain all automatic increases to the relevant sums insured by the index-linking provisions under the policy or any alternative inflation protection provisions agreed by **us**
3. notify **us** of any improvements, alterations, additions or extensions to the property covered by this agreement as soon as practicable.

If **you** fail to comply with any special requirement for this agreement then the UNDERINSURANCE paragraph under sections 1 and 2 will accordingly be operative in respect of all property insured thereby.

Any Long Term Undertaking that may apply to the policy will not be invalidated if **our** UNDERINSURANCE terms become operative due to any breach of this agreement by **you**.

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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 government(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 The following is not included under an agreement : 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	<ul style="list-style-type: none"> • legal costs and expenses recoverable from the hirer by any claimant • 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: <ul style="list-style-type: none"> • under a contract of service or apprenticeship with the hirer • who is hired to, supplied to or borrowed by the hirer • engaged under a work experience or similar scheme • helping as a volunteer 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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ENDORSEMENTS

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

Continued...

The following extension is added to section 8 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, skates, skateboards, 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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ENDORSEMENTS

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

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- 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**.
15. Any **claim** if the **hirer** failed to comply with a special requirement and such failure caused, or worsened the liability, unless otherwise stated in the special requirement.

Special requirements for Hirers' Public Liability Extension

Where the stated activity is undertaken by the **hirer**, the **hirer** is required as a condition precedent to **our** liability:

1 USE OF BOUNCY CASTLES, OTHER LAND-BASED INFLATABLES OR TRAMPOLINES

- a) if the **hirer** uses any bouncy castle and/or any other land-based inflatable, to ensure that:
 - access and use is controlled by an adult authorised by the **hirer** at all times
 - when used outside a building, it is securely anchored to the ground at each anchor point
 - each anchor point is signed, or otherwise marked to be made easily visible, and wrapped to prevent injury
 - soft matting is used to cover hard surfaces adjacent to the front or any open sides where there is a risk of injury from falling from the inflatable.

SPECIAL NOTES RELATING TO BOUNCY CASTLES (not forming part of this policy wording)

Those who use bouncy castles are at an increased risk of injury, particularly children and others who may not be aware of the dangers. Where you provide, or are responsible for, bouncy castles we expect you to take extra care to prevent injuries by making sure measures are put in place that help reduce this risk and our guidelines are:

- a) to follow the manufacturer's or supplier's safety recommendations
- b) requiring children to remove sharp articles like shoes, buckles or jewellery
- c) not allowing overcrowding, particularly by children (to help prevent knocking into each other)
- d) not allowing a mix of large and small children at the same time (to avoid larger children crushing the smaller ones)
- e) not allowing use by adults and children at the same time
- f) not allowing any access to the very youngest children, e.g. under 2 years old.

2 USE OF GYM EQUIPMENT

to take reasonable precautions to ensure that any gym facility or equipment the **policyholder** provides to the **hirer**, and any of the **hirer's** own gym equipment, are not used by any unauthorised persons and that:

- any equipment for Olympic-style weightlifting or powerlifting is not used
- they are supervised by a qualified gym instructor at all times when in use, or
- they are only used by unsupervised persons who have undergone an induction or training course held by a qualified gym instructor and then been authorised by the **hirer**.

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Continued...

Special requirements for Hirers' Public Liability Extension

Where the stated activity is undertaken by the **hirer**, the **hirer** is required as a condition precedent to **our** liability:

3 USE OF A BAPTISTRY

to ensure that any baptistry used must:

- always be attended by a responsible person authorised by the **hirer** when it is being filled with water
- be attended by a responsible person authorised by the **hirer** or roped off or warning notice displayed when the baptistry cover is removed
- before anyone enters the water have the electrical heating apparatus to the baptistry turned off and disconnected from the mains supply and checked by a responsible person authorised by the **hirer**
- if portable, be checked by a responsible person authorised by the **hirer** before each use to ensure that it remains in good condition and that there are no apparent defects that might cause **bodily injury** or **damage**.

4 FACE PAINTING AND HENNA TATTOOS

if the **hirer** applies any face paints or henna tattoos, to ensure that they are not applied to any person:

- under three years old
- who has open cuts or sores on their face
- who has a cold sore or conjunctivitis or any other known infectious skin condition

and in addition the **hirer** must:

- carry out a skin test prior to the application of any face paints or henna tattoos where any person has food allergies or allergic reactions to soaps, skin creams and the like
- clean any equipment before each application
- only use professional face paints and henna tattoos that comply with current safety legislation or regulations.

5 FIXED OUTDOOR ADVENTURE AND PLAYGROUND EQUIPMENT

if the **hirer** uses any fixed outdoor adventure or children's playground equipment at the **premises**, to ensure that it is supervised by responsible persons authorised by the **hirer** at all times when in use.

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.

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**.

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ENDORSEMENTS

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

Continued...

General Conditions for Hirers' Public Liability Extension

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 HIRER'S 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.

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.

Continued...

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Policy number CCP 2263233

ENDORSEMENTS

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

Continued...

General Conditions for Hirers' Public Liability Extension

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 (HIRER'S 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.

Policy number CCP 2263233

ENDORSEMENTS

483 POLICY CHANGES MAY 2018

The following changes are made to **your** policy:

A. Under section 8 (Public and Products Liability), extension 6 for data protection is deleted and is replaced by the following:

WHAT IS COVERED

6 DATA PROTECTION

The following definition applies to this extension:

data protection legislation

the Data Protection Act 1998 or any subsequent legislation that specifically replaces this act

- a) **We** will pay all amounts which **you** become legally liable to pay as:
- damages and **costs and expenses** following civil cases against **you** for material and non-material damage, and
 - defence and prosecution costs awarded against **you** following criminal cases
- resulting from any breach or alleged breach of **data protection legislation** happening during the **period of insurance** in connection with **your activities**.
- b) In the event that any policy of insurance in force immediately prior to this extension expressly provided cover for **data protection legislation** on the basis of an indemnity for claims made during the period of insurance and in the event that a claim first made against **you** in the period of insurance in respect of **data protection legislation** then the indemnity provided by this extension is extended to indemnify **you**.

The most **we** will pay for:

- any **claim** for damages and **costs and expenses** following civil cases against **you** is the indemnity limit shown in the schedule
- all **claims** in any one **period of insurance** for defence and prosecution costs awarded against **you** following criminal cases is £100,000.

WHAT IS NOT COVERED

1. Fines or penalties.
2. Punitive, exemplary, aggravated or multiplied damages.
3. Liquidated damages.
4. Costs of replacing, reinstating, rectifying, erasing, blocking or destroying any personal data.
5. Liability arising:
 - a) from or caused by a deliberate or intentional act or omission by **you**
 - b) out of circumstances which may give rise to a **claim** or prosecution which have been notified to or ought to have been notified to previous insurers or which were known to **you** at the inception of this extension.
6. Legal liability where indemnity is provided by any other insurance.

Any claims:

- a) not insured by this extension
- b) or notices that may give rise to a **claim**, advised to **us** later than twenty-eight days after **you** have received a claim or notice against **you**.

B. Under section 9 (Professional Indemnity) the following additional exclusion is added to WHAT IS NOT COVERED:

Liability directly or indirectly arising from any regulatory or disciplinary investigations or proceedings.

C. Under section 20 (Legal Expenses) the following exclusion is added to WHAT IS NOT COVERED:

All **insured incidents** do not cover any claims relating to the loss, alteration, corruption or distortion of, or damage to, stored personal data and claims relating to a reduction in the functionality, availability or operation of stored personal data resulting from hacking (unauthorised access), malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code, computer virus or similar mechanism

Continued...

Policy number CCP 2263233

ENDORSEMENTS

483 POLICY CHANGES MAY 2018

The following changes are made to **your** policy:

Continued...

D. Under section 20 (Legal Expenses) the following changes are made effective from 25th May 2018:

- i. All terms relating to Data protection and Information Commissioner registration shown within insured incident 2 (LEGAL DEFENCE) are deleted.
- ii. Cover for Data Protection is replaced by the following:

WHAT IS COVERED

2 LEGAL DEFENCE

a) **Costs and expenses:**

iii. DATA PROTECTION

for defending the **insured person's** legal rights in respect of civil action taken against the **insured person** for compensation under data protection legislation when handling personal data in their capacity as a data controller and/or a data processor by:

1. an individual

We will also pay any compensation award up to the indemnity limit shown in the schedule in respect of such a claim

2. a data controller and/or data processor which arises out of or relates to a claim made by an individual for compensation against that data controller and/or data processor

We will not pay any compensation award in respect of such a claim.

provided that:

- A. in respect of 1. above any sum of money in settlement of a dispute is awarded by a court under a judgment made after full argument and otherwise than by consent or default or is payable under settlement approved in advance by **us**
- B. the **insured** requests that **DAS** provides cover for the **insured person**.

WHAT IS NOT COVERED

Any fines imposed by the Information Commissioner or any other regulatory and/or criminal body.

Policy number CCP 2263233

ENDORSEMENTS

44 SUBSIDENCE, HEAVE OR LANDSLIP (BUILDINGS AND CONTENTS)

The following event is added to section 1 and, if operative at the same time, to section 2:

WHAT IS COVERED

We will pay for **damage** to:

- **buildings** under section 1, and
 - **contents, electronic equipment** and **stock** within the **buildings** (if section 2 is operative)
- caused by **subsidence, heave** or **landslip** of the site on which the **buildings** stand.

The most **we** will pay is in accordance with the claims settlement limits for each section.

WHAT IS NOT COVERED

1. The amount of **excess** shown in the schedule.
2. **Damage** that originated prior to the inception of this cover.
3. **Damage** caused by or resulting from:
 - a) coastal or riverbank erosion
 - b) the compaction of infill within 10 years of construction of the **buildings**
 - c) **settlement**
 - d) normal shrinkage or expansion
 - e) faulty workmanship or design or the use of defective materials
 - f) demolition, structural alteration or structural repair of any property at the **premises**
 - g) ground works or excavation at the **premises**.
4. **Damage** due solely to change in the water table level.
5. **Damage** to drives, car parks, paths, paved or hard-standing areas, swimming pools, walls, gates, fences, tanks, drains, pipes, cables, ducting, fittings, plant, equipment or any other immovable structures external to the **buildings**, unless the **buildings** are **damaged** by the same cause at the same time.
6. **Damage** to artificial playing surfaces.

46 LONG TERM UNDERTAKING (3 YEARS)

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 where available and insured by this policy,
- 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.

Policy number CCP 2263233

ENDORSEMENTS

482 POLICY CHANGES APRIL 2018

The following changes are made to **your** policy:

A. The policy definition of **professional supplier** is deleted and replaced by:

professional supplier any third party individual, company or organisation, other than **you** or **your employees**, that:

- organises
- runs
- supervises

activities as a business, and provides such activities for **you** with or without a fee being charged

B. Under the Special requirements for Public and Products Liability of section 8, special requirement 3 Protection policy for groups working with young people or vulnerable adults is deleted and replaced by:

You are required as a condition precedent to **our** liability:

3 SAFEGUARDING POLICY FOR CHILDREN OR VULNERABLE ADULTS

if **you** or any **employees** or any of **your professional suppliers** work unsupervised with children or vulnerable adults, or who have unsupervised access to children or vulnerable adults, to ensure that:

- a) **you**, any **employees** or any of **your professional suppliers** comply with **your** safeguarding policy established for the protection of children and vulnerable adults, and
- b) **your** written safeguarding policy is regularly reviewed (at least annually), and
- c) all eligible persons working with children or vulnerable adults have undergone Disclosure and Barring Service (DBS) or equivalent checks at the level appropriate to their role prior to engagement in those duties, and
- d) all persons working with children or vulnerable adults receive formal induction training and regular (at least annually) update training on safeguarding.

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 policyholder employs persons covered by the policy.)

Policy Number: **CCP 2263233**

1. Name of policyholder:

CFTTB of Pelham Hall

2. Date of commencement of insurance: **22nd February 2022**

3. Date of expiry of insurance: **21st February 2023**

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 Jersey, the Island of Guernsey and the Island of Alderney (b)
2. (a) the minimum amount of cover provided by this policy is no less than £5 million (c)

For and on behalf of **ANSVAR INSURANCE**
A business division of Ecclesiastical Insurance Office plc



Mark Hews
Group Chief Executive Officer

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.*

IMPORTANT NOTICE TO POLICYHOLDERS

Under the terms of the Employers' Liability (Compulsory Insurance) (Amendment) Regulations 2008 the requirement to display a certificate will be satisfied if it is made available in electronic form and each relevant employee to whom it relates has reasonable access to it in that form.

Certificates of Insurance must clearly state the name of the policyholder and, where applicable, make reference to insured subsidiary companies.

As required by your policy terms, any change to the name of the policyholder or the formation, acquisition or divestment of subsidiary companies must be notified to Ansvar.

If you have any associated companies you will need to have separate cover.

W/AR/ 4188

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), who are committed to processing personal information fairly and transparently. This section is designed to provide a brief understanding of how DAS collect and use this information.

DAS may collect personal details, including name, address, date of birth, email address and, on occasion, dependent on the type of cover in place, sensitive information such as medical records. This is for the purpose of managing the products and services in place, and this may include underwriting, claims handling and providing legal advice. DAS will only obtain personal information either directly from you, the third party dealing with your claim or from the authorised partner who sold this policy.

WHO DAS ARE

DAS is part of DAS Legal Expenses Insurance Company Limited which is part of DAS UK Holdings Limited (DAS UK Group). The uses of personal data by DAS and members of the DAS UK Group are covered by their individual company registrations with the Information Commissioner's Office. DAS has a Data Protection Officer who can be contacted at dataprotection@das.co.uk.

HOW DAS WILL USE YOUR INFORMATION

DAS may need to send personal information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies or members of the DAS UK Group, so they may contact you for your feedback. If the policy includes legal advice, DAS may have to send the information outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law. Dependent on the type of cover in place, the personal information may also be sent outside the EEA so the service provider can administer their claim.

DAS will take all steps reasonably necessary to ensure that the personal data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology.

DAS will not disclose the personal data to any other person or organisation unless they are required to by their legal and regulatory obligations. For example, DAS may use and share the personal data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning DAS. A copy is also accessible and can be downloaded via DAS' website.

WHAT IS DAS' LEGAL BASIS FOR PROCESSING YOUR INFORMATION?

It is necessary for DAS to use personal information to perform their obligations in accordance with any contract that they may have with the person taking out this policy. It is also in their legitimate interest to use the personal information for the provision of services in relation to any contract that they may have with the person taking out this policy.

HOW LONG WILL YOUR INFORMATION BE HELD FOR?

DAS will retain personal data for 7 years. DAS will only retain and use personal data thereafter as necessary to comply with their legal obligations, resolve disputes, and enforce their agreements. If you no longer want DAS to use the personal data, please contact them at dataprotection@das.co.uk.

WHAT ARE YOUR RIGHTS?

The following rights are available in relation to the handling of personal data:

- the right to access personal data held
- the right to have inaccuracies corrected for personal data held
- the right to have personal data held erased
- the right to object to direct marketing being conducted based upon personal data held
- the right to restrict the processing for personal data held, including automated decision-making
- the right to data portability for personal data held

Any requests, questions or objections should be made in writing to the Data Protection Officer at: -
DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH.
Or via Email: dataprotection@das.co.uk

HOW TO MAKE A COMPLAINT

If there is any dissatisfaction with the way in which personal data has been processed, the Data Protection Officer can be contacted in the first instance, using the contact details above.

If you remain dissatisfied the Information Commissioner's Office can be approached directly for a decision. The Information Commissioner can be contacted at: -
Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF. www.ico.org.uk

Ansvar Insurance, Ansva House,
St Leonards Road, Eastbourne, East Sussex BN21 3UR
Phone: **0345 60 20 999** or **01323 737541** | Email: ansvar.insurance@ansvar.co.uk
Fax: **01323 744284** | Web: www.ansvar.co.uk

Policy number: **CCP 2263233**

Effective from: **22/02/22**

Client ('you/your'): **CFTB of Pelham Hall**

THE CONTRACT OF INSURANCE

- This Statement of Facts must be read in conjunction with the schedule and forms part of your contract of insurance with Ansvar Insurance (we/us/our).
- If the premium is to be paid by instalments, our application form must be fully completed and received by us within 14 days of cover being incepted/renewed, otherwise payment by instalments will not be accepted by us.
- 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 retain the premium. You should keep a record (including copies of letters) of any information you give to your insurance advisor or us when renewing your policy.
- You must carefully check all policy documentation and certificates. If there are any inaccuracies then you must tell your insurance advisor or us immediately.
- Any policy issued will be governed by the law of England unless your legally registered address is located in Scotland in which case the law of Scotland will apply. If there is any dispute as to which law applies it shall be English law.
- We will communicate with you in English at all times.
- Your insurance advisor will be regarded as your agent acting on your behalf, and not on behalf of us, in respect of any information that has been provided by them.
- Our policy cover is underwritten by Ecclesiastical Insurance Office plc. The Legal Expenses cover is dealt with by DAS Legal Expenses Insurance Company Limited.

Date of issue: **11/01/22**

Policy number: **CCP 2263233**

Effective from: **22/02/22**

Client ('you/your'): **CFTTB of Pelham Hall**

Please check that the following details we have for you are correct.

If any information is missing or incorrect then please advise your insurance advisor or us and we will issue a revised statement of facts and if applicable update any terms.

ORGANISATION DETAILS

- 1) Your:
 - a) organisation is a **Registered Charity**
 - b) Charity registration number is **0**
- 2) Year your organisation was established:
- 3) You have declared to us your organisation's:
 - a) income as **£10,000**
 - b) wage roll as **£0**
 - c) volunteer pool as **32**
 - d) active volunteers as **12**
- 4) You confirm that you do not have any assets, employees or representation outside of England, Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man requiring cover under this policy.
- 5) You confirm that you comply with all statutory regulations, including those related to health and safety, product safety and environmental issues.
- 6) You confirm that there has been no change in your activities or legal structure in the last 12 months or have any planned changes in the next 12 months.
- 7) You confirm that you or any director, partner, trustee or committee member, either as private individuals or in connection with any business or organisation, have not been:
 - a) convicted of a criminal offence (any convictions spent under the Rehabilitation of Offenders Act 1974 can be ignored), other than motoring offences
 - b) the subject of any unsatisfied County Court Judgement, Sheriff Court Decree, bankruptcy, insolvency or voluntary agreement, or been disqualified from holding a company directorship
 - c) the subject of a prosecution, or notice of intended prosecution, under any health and safety at work, consumer protection or environmental legislation or investigation in the last three years by the Charity Commission, Revenue & Customs or any other regulatory body
 - d) the subject of any adverse publicity in the last three years, or anticipate being the subject of any adverse publicity in the next twelve months.
- 8) You confirm that you:
 - a) have not had any insurance contract cancelled or declared void, or renewal refused, or any special conditions imposed, due to:
 - i) breach of a policy condition
 - ii) non-disclosure or misrepresentation of a material fact
 - iii) claims or losses
 - iv) non-compliance with risk improvement requirements
 - b) are not aware of any circumstances that might give rise to a claim
 - c) have not had any claim(s) or loss(es) or incurred any liability, for any of the risks to be insured, within the last three years other than those stated under the relevant 'Risk location'.
- 9) Your previous insurance details:
 - a) Insurer: **NFU Mutual and Avon Ins Group**
 - b) Policy number: **TBA**
 - c) Expiry date: **21/02/13**
- 10) You confirm that each of the premises to be insured, the buildings and outbuildings are of 'standard construction' i.e. built of brick/stone/concrete and roofed with slates/tiles/metal/concrete (we include within 'standard construction' flat felt roof area(s) not exceeding 20% of the total roof area). Any non-standard construction for buildings will be noted as '**Non-standard**' under the relevant 'Risk Location' and any further details will be shown under 'DETAILS OF ANY AMENDMENTS TO THE ABOVE STATEMENT OF FACTS DECLARED TO US'.

Policy number: **CCP 2263233**

Effective from: **22/02/22**

Client ('you/your'): **CFTB of Pelham Hall**

COVER DETAILS

The following statements numbered 11 to 21 inclusive are only applicable if the appropriate section of cover is shown as operative on your schedule

- 11) For property cover, you confirm that the buildings and outbuildings (including contents therein) at each premises to be insured are:
- kept in a good state of repair and are not undergoing alterations, renovations or repair beyond that of normal upkeep and maintenance work
 - occupied and used in accordance with your charitable activities and there are not any unoccupied, in whole or part, buildings
 - not in an area where flooding has occurred
 - not sited on a flood plain or within 400 metres of any body of water e.g. river, lake, stream or other watercourse
 - not located on sites that have any unusual features e.g. a bridge, railway line, river, lake, mine, quarry, gravel pit, well or cliff.
- 12) For subsidence cover, you confirm that each of the premises to be insured:
- are free from any signs (e.g. cracking) of:
 - subsidence (downward movement of the ground beneath the buildings other than by settlement)
 - heave (upward movement of the ground beneath the buildings as a result of the soil expanding)
 - landslip (downward movement of sloping ground)
 - settlement (downward movement as a result of the soil being compressed by the weight of the buildings within 10 years of construction)
 - has not had underpinning or remedial action of any type in connection with subsidence, heave, landslip or coastal or river erosion.
- 13) For contents cover you confirm that you meet our minimum standard of physical security or any additional specific protections agreed, at each premises to be insured, and that you will maintain those protections at all times in efficient working order, and keep them in effective operation.
- 14) For liability cover, you confirm that:
- all your charitable and recreational activities (including fund-raising events) have been disclosed to us and specified in the policy wording and schedule or by endorsement or otherwise agreed by us in writing
 - those treatments or professional services you require cover for have been disclosed to us and specified in the schedule
 - you always ensure that established codes of practice and safety are complied with for such activities or work
 - none of your activities involve any work on ships, offshore installations or at oil or gas refineries, chemical works or airports
 - any professional supplier working for you must have in force their own liability insurance which provides cover for their activities
 - any manual work undertaken away from your premises or any work abroad (other than clerical work while on a temporary visit abroad) has been disclosed to us and specified in the policy and/or by endorsement or otherwise agreed by us in writing.
- 15) For liability cover, you confirm that allegations of abuse have never been made against you or any of your employees, volunteers or professional suppliers whilst working for you or acting on your behalf.
- 16) Where you or any of your employees, volunteers or professional suppliers work unsupervised with children or vulnerable adults, or have unsupervised access to children or vulnerable adults, you confirm that you have:
- prepared and implemented a written safeguarding policy that is regularly reviewed (at least annually), and
 - a designated safeguarding officer or named person(s) responsible for safeguarding, and
 - implemented safe recruitment procedures for your employees, volunteers and professional suppliers, and
 - provided suitable safeguarding training and information for all of your employees and volunteers, and
 - suitable arrangements in place for incident reporting and investigation, and
 - undertaken Disclosure and Barring Service (DBS) or equivalent checks at the appropriate level of all eligible persons working with children or vulnerable adults, and
 - retained securely or will retain securely:
 - a copy of your safeguarding policy and any revisions of it, and
 - evidence that training has been given and received by all relevant persons, and
 - employment and engagement applications, references, identity verifications, DBS checks or equivalent reference numbers, and
 - records of any abuse allegations, incidents, notifications and any action taken.
- Not required, as advised no activities involving these groups.**
- 17) For products liability cover, you confirm that:
- you have not or do not sell or supply
 - products incorporated into any aircraft, spacecraft, watercraft or mechanically propelled vehicles
 - products incorporated into any gas, chemical, petrochemical or power generation plant
 - medical, surgical, dental, pharmaceutical or therapeutic products
 - or export products to the United States of America or Canada.
 - any manufacture, processing, servicing, repairing, testing or assembly of components or complete articles have been disclosed to us and specified in the policy and/or by endorsement or otherwise agreed by us in writing
 - records of all products supplied (including their instructions for use and warnings) and details of the quality control system used are retained by you.

Policy number: **CCP 2263233**

Effective from: **22/02/22**

Client ('you/your'): **CFTTB of Pelham Hall**

- 18) For professional indemnity and/or libel and slander (defamation) cover, you confirm that there has not been any incident that may give rise to threatened actions or lawsuits in respect of any of your publications, statements or broadcasts.
- 19) For fidelity guarantee cover, you confirm that you comply with our special requirements for 'best practice'.
- 20) For loss of licence cover (premises licence with a designated premises supervisor or a Club Qualifying Certificate), you confirm that there has not been any review of the premises licence resulting from a police closure order or representation by any interested party.
- 21) For trustees' and directors' indemnity cover, you confirm that:
- a) your governing documents do not prohibit the purchase of trustees' and directors' indemnity insurance
 - b) your most recent annual financial report and accounts were independently examined or audited, where required by any regulatory body governing your organisation, and were not qualified in any way
 - c) your most recent annual accounts had a positive net worth (that is total assets exceed total liabilities)
 - d) you are able to pay the organisation's debts as they fall due

DETAILS OF ANY AMENDMENTS TO THE ABOVE STATEMENT OF FACTS DECLARED TO US

None

Risk Location: **Pelham Hall Penallt Monmouth NP25 4AH**

Construction: **Standard**

Intruder alarm type: **No Alarm**

Stock description: **Bar stock**

Claims details: **None**

Date built: **1992**

Signalling: **No Alarm**

These risk details apply to the risk location specified; details regarding any other locations shown on the policy schedule are as lodged by us.

Policy number: **CCP 2263233**

Effective from: **22/02/22**

Client ('you/your'): **CFTTB of Pelham Hall**

Risk Management Self Assessment Form

Detailed below is your response to the questionnaire.

- | | |
|---|-------------|
| 1. You have an appointed person responsible for Health and Safety | Not advised |
| 2. You have fewer than 5 employees and have a written Health and Safety policy that is current and regularly reviewed | Not advised |
| 3. Training records, including those for manual handling, are kept for all staff (including temporary staff and volunteers); new staff attend an induction programme and staff only undertake tasks once they have demonstrated a satisfactory level of competency | Not advised |
| 4. All food handlers are trained in food hygiene | Not advised |
| 5. An adequate number of staff are trained and appointed first aiders with appropriate first aid equipment | Not advised |
| 6. All work at height (including that within the building) is undertaken by professional contractors | Not advised |
| 7. Within the last 5 years, the electrical installation for the buildings has been inspected, tested and certified by an approved electrical contractor registered with an approved body e.g. the National Inspection Council for Electrical Installation Contracting, the Electrical Contractors Association | Not advised |
| 8. All portable appliances are regularly inspected and tested by a competent person and the results recorded | Not advised |
| 9. There is an established procedure to control and record the issue of any keys and/or keypad codes and for locking the buildings | Not advised |
| 10. There are disaster recovery plans in existence to minimise disruption in the event of damage to the buildings by fire, flood or other hazards or in the event of a personal injury | Not advised |
| 11. All essential documents are kept in fireproof safes/cabinets and back-up computer discs kept off-site | Not advised |
| 12. There is a documented and recorded programme to ensure that the buildings and grounds are checked (at least weekly) to ensure they are kept tidy and that all combustible waste materials are stored externally using lidded containers kept away from any building or in a secure area | Not advised |
| 13. There is a documented and recorded programme to ensure that all roof gutters, valleys and downpipes are regularly (at least annually) checked and kept clear of debris | Not advised |
| 14. All water pipes and tanks are regularly checked (at least annually) to see that they are adequately insulated and protected against freezing | Not advised |
| 15. All oil storage tanks have a secondary containment facility (e.g. a bund wall) to prevent oil escaping | Not advised |

Policy number: **CCP 2263233**

Effective from: **22/02/22**

Client ('you/your'): **CFTTB of Pelham Hall**

Risk Management Self Assessment Form

Detailed below is your response to the questionnaire.

- | | |
|---|-------------|
| 16. a) There is an automatic fire detection system installed and maintained under contract | Not advised |
| b) The system calls the fire service or an alarm receiving centre in the event of activation | Not advised |
| 17. The buildings are protected by an automatic sprinkler installation that is inspected under a maintenance contract | Not advised |
| 18. Dark and vulnerable external areas are protected by automatic or permanent security lighting | Not advised |
| 19. All perimeter gates and vehicle barriers are secured and locked outside business hours | Not advised |
| 20. You have a system for logging in and out all visitors (including any contractors and cleaners) to the premises | Not advised |
| 21. The premises are externally protected by a surveillance system incorporating closed circuit television | Not advised |
| 22. a) There is an intruder alarm system installed which is under a maintenance contract with a NSI/SSAIB/NACOSS approved alarm company | Not advised |
| b) The alarm automatically alerts a 24-hour manned alarm receiving centre | Not advised |
| 23. If your premises is hired out to third party organisations or used for public performances, you have formal safety procedures in place including checks before and after use. | Not advised |

Hirers' Public Liability Summary of Cover

Subject to agreement by our policyholder, public liability insurance is available to charitable organisations, voluntary organisations, not-for-profit groups and individuals using our policyholder's premises when hired or loaned out to them.

Policyholder details

Name of policyholder: (being the person, company or organisation from whom the premises are hired)	CFTTB of Pelham Hall
Policyholder's policy number:	CCP 2263233

Hirers' details

Name of hirer:	
----------------	--

Instructions for:

1) ANSVAR POLICYHOLDER

- If you agree to provide a hirer of your premises cover under your policy for public liability (whether or not a charge has been included), then a copy of this summary and the Hirers' Public Liability Extension should be provided to the hirer.
- You should keep a record of each hire or loan of the premises.
- Any tenants or sub-tenants using your premises should arrange separate insurance cover in their own name as the Hirers' Public Liability Extension is not designed to provide the cover they would need.

2) HIRER OF THE POLICYHOLDER'S PREMISES

- This summary outlines the main features of cover and significant exclusions that applies to you.
- Do read the Hirers' Public Liability Extension (you should be given a copy of this document by the policyholder) that contains all the terms, conditions, exclusions and special requirements that you need to comply with.
- Hirers' Public Liability Extension is provided in respect of the use of our policyholder's premises only and does not extend to your activities at any other location.
- It is your responsibility to check with the policyholder that their insurance policy has not been cancelled and that the period of insurance covers the date(s) when you use the premises.
- The Hirers' Public Liability Extension may not be sufficient to meet your insurance needs and you should consider obtaining advice from an insurance advisor about having your own insurance policy.
- At the request of the policyholder, we will defend claims and pay for damages to third parties if you are found to be legally liable.

Making a claim

- If a claim is made against the hirer, then the hirer must notify the policyholder as soon as is reasonably possible.
- The policyholder must not delay in advising us or their insurance advisor about a claim.
- Should the hirer notify us in the first instance, we will need to obtain a request to deal with the claim from our policyholder.
- The hirer and the policyholder must not make any promise to pay a claim.
- Any letter or document in respect of a claim must be sent immediately to us unanswered.

Our 24-hour claims number is 0345 606 0431.

Our address is Ansvr Insurance, Ansvr House, St Leonard's Road, Eastbourne. East Sussex, BN21 3UR.

Summary of Hirers' Public Liability cover

Cover and limits

Hirers liability - legal liability for injury to the public or damage to their property by persons or organisations hiring the policyholder's premises under a contractual agreement during the period of insurance and occurring at the premises in the course of the hirers' activities

A minimum indemnity limit of £2,000,000 for any one claim including costs and expenses (a higher indemnity limit may apply depending on the type of policy or if selected by the policyholder)

Significant exclusions

£250 excess for third-party property damage
Abuse (physical, sexual, medical or psychological) and insulting behaviour
Bodily injury to a hirer's employee or volunteer
Contractual liability
Commercial organisations for their business activities
Defamation, libel and slander
Fines or penalties
Firework displays or bonfire events
Goods sold or supplied other than food or drink at the premises
Professional advice, error or services
Property being worked upon
Specified excluded activities or activities involving the use of specified excluded items
Terrorism
Treatment other than first aid
Use of mechanically propelled vehicles
Use of the premises by political, lobbying or activist groups

Special requirements

- These are aimed at reducing the risk of liability for loss, damage or injury.
- They only apply if they relate to the hirer's activities.
- We will not pay a claim (unless we say otherwise) if the hirer fails to keep to a special requirement.
- See the Hirers' Public Liability Extension document for full details of the special requirements.

Special requirements

Using bouncy castles and other land based inflatables or trampolines
Use of gym equipment
Use of a baptistry
Face painting and henna tattoos
Fixed outdoor adventure and playground equipment

Summary of special requirements

Supervision and safety requirements for equipment
Supervision and training
Safety checks and procedures
Safety procedures and hygiene precautions
Supervision

Complaints procedure

If you have any reason to complain about the advice or services you have received, please contact us as soon as possible. Full details of our complaints procedure are contained within the Hirers' Public Liability Extension document.

Ansvar Insurance

Ansvar House, 31 St Leonards Road
Eastbourne, East Sussex, BN21 3UR

Phone: **0345 60 20 999** or **01323 737541**

Email: ansvar.insurance@ansvar.co.uk

www.ansvar.co.uk

Ansvar insurance, is a business division of Ecclesiastical Insurance Office plc (EIO) Reg No 24869. EIO is registered in England at Benefact House, 2000, Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW, United Kingdom.

Member of:

Association of British Insurers

Ansvar is a trading name of Ecclesiastical Insurance Office who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 113848.

Phone: **0800 111 6768**

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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 government(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 The following is not included under an agreement : 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	<ul style="list-style-type: none">• legal costs and expenses recoverable from the hirer by any claimant• 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: <ul style="list-style-type: none">• under a contract of service or apprenticeship with the hirer• who is hired to, supplied to or borrowed by the hirer• engaged under a work experience or similar scheme• helping as a volunteer 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

Continued...

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

Continued...

The following extension is added to section 8 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, skates, skateboards, 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

Continued...

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**.
15. Any **claim** if the **hirer** failed to comply with a special requirement and such failure caused, or worsened the liability, unless otherwise stated in the special requirement.

Special requirements for Hirers' Public Liability Extension

Where the stated activity is undertaken by the **hirer**, the **hirer** is required as a condition precedent to **our** liability:

1 USE OF BOUNCY CASTLES, OTHER LAND-BASED INFLATABLES OR TRAMPOLINES

- a) if the **hirer** uses any bouncy castle and/or any other land-based inflatable, to ensure that:
 - access and use is controlled by an adult authorised by the **hirer** at all times
 - when used outside a building, it is securely anchored to the ground at each anchor point
 - each anchor point is signed, or otherwise marked to be made easily visible, and wrapped to prevent injury
 - soft matting is used to cover hard surfaces adjacent to the front or any open sides where there is a risk of injury from falling from the inflatable.

SPECIAL NOTES RELATING TO BOUNCY CASTLES (not forming part of this policy wording)

Those who use bouncy castles are at an increased risk of injury, particularly children and others who may not be aware of the dangers. Where you provide, or are responsible for, bouncy castles we expect you to take extra care to prevent injuries by making sure measures are put in place that help reduce this risk and our guidelines are:

- a) to follow the manufacturer's or supplier's safety recommendations
- b) requiring children to remove sharp articles like shoes, buckles or jewellery
- c) not allowing overcrowding, particularly by children (to help prevent knocking into each other)
- d) not allowing a mix of large and small children at the same time (to avoid larger children crushing the smaller ones)
- e) not allowing use by adults and children at the same time
- f) not allowing any access to the very youngest children, e.g. under 2 years old.

2 USE OF GYM EQUIPMENT

to take reasonable precautions to ensure that any gym facility or equipment the **policyholder** provides to the **hirer**, and any of the **hirer's** own gym equipment, are not used by any unauthorised persons and that:

- any equipment for Olympic-style weightlifting or powerlifting is not used
- they are supervised by a qualified gym instructor at all times when in use, or
- they are only used by unsupervised persons who have undergone an induction or training course held by a qualified gym instructor and then been authorised by the **hirer**.

Continued...

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

Continued...

Special requirements for Hirers' Public Liability Extension

Where the stated activity is undertaken by the **hirer**, the **hirer** is required as a condition precedent to **our** liability:

3 USE OF A BAPTISTRY

to ensure that any baptistry used must:

- always be attended by a responsible person authorised by the **hirer** when it is being filled with water
- be attended by a responsible person authorised by the **hirer** or roped off or warning notice displayed when the baptistry cover is removed
- before anyone enters the water have the electrical heating apparatus to the baptistry turned off and disconnected from the mains supply and checked by a responsible person authorised by the **hirer**
- if portable, be checked by a responsible person authorised by the **hirer** before each use to ensure that it remains in good condition and that there are no apparent defects that might cause **bodily injury** or **damage**.

4 FACE PAINTING AND HENNA TATTOOS

if the **hirer** applies any face paints or henna tattoos, to ensure that they are not applied to any person:

- under three years old
- who has open cuts or sores on their face
- who has a cold sore or conjunctivitis or any other known infectious skin condition

and in addition the **hirer** must:

- carry out a skin test prior to the application of any face paints or henna tattoos where any person has food allergies or allergic reactions to soaps, skin creams and the like
- clean any equipment before each application
- only use professional face paints and henna tattoos that comply with current safety legislation or regulations.

5 FIXED OUTDOOR ADVENTURE AND PLAYGROUND EQUIPMENT

if the **hirer** uses any fixed outdoor adventure or children's playground equipment at the **premises**, to ensure that it is supervised by responsible persons authorised by the **hirer** at all times when in use.

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.

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**.

Continued...

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

Continued...

General Conditions for Hirers' Public Liability Extension

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 HIRER'S 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 damagesand **we** will have full discretion in the conduct and settlement of any such action.

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.

Continued...

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

Continued...

General Conditions for Hirers' Public Liability Extension

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 (HIRER'S 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.

Complaints procedure

If you are unhappy with our products or service, please contact us as soon as possible.

You can complain in writing or by phone at any time to:

Ansvar Insurance
Ansvar House, St Leonards Road, Eastbourne, East Sussex, BN21 3UR
Phone: **0345 60 20 999** or **01323 737541**
Email: ansvar.insurance@ansvar.co.uk

Our promise to you

We will aim to resolve your complaint within one business day.

To resolve your complaint we will:

- investigate your complaint thoroughly and impartially;
- keep you informed of the progress of the investigation; and
- respond in writing to your complaint as soon as possible.
- For more complicated issues, we may need a little longer to investigate and we may ask you for more information to help us reach a decision.

If you are not satisfied with our response, or if we have not completed our investigation within eight weeks, we will tell you about your right to take the complaint to:

Financial Ombudsman Service
Exchange Tower, London, E14 9SR
Phone: **0800 023 4567**
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

If you have bought your insurance online, you can also register your complaint on the Online Dispute Resolution website which has been set up by the European Commission.

Website: <http://ec.europa.eu/consumers/odr/>

This complaints procedure does not affect your right to take legal proceedings.

Ansvar Insurance
Ansvar House, 31 St Leonards Road
Eastbourne, East Sussex, BN21 3UR

Phone: 0345 60 20 999 or 01323 737541
Email: ansvar.insurance@ansvar.co.uk
www.ansvar.co.uk

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Member of:
Association of British Insurers

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Phone: 0800 111 6768

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Adequate Explanation Q&A Sheet

Below are some questions and answers aimed at explaining important features of the Credit Agreement offered by Ansvar Insurance.

Consumer Credit Act 1974

You can arrange to pay for your insurance premium by instalments by completing a Direct Debit Instruction. We will issue you with the following documents to comply with the Consumer Credit Act 1974:

1. Pre-Contract Credit Information - setting out the costs and payments on your Credit Agreement.
2. Credit Agreement - which you will need to sign.

Q) How do I apply to pay my premium by instalments?

A) You will need to complete and return the enclosed Direct Debit Instruction. We will then send your account details to your Bank or Building Society to be validated and arrange for payments to be made at agreed intervals. If we need to alter your payments we will write to tell you this before we debit your account. If you have more than one policy, your account will be charged separately for each policy. Whilst you have the option to pay by monthly instalments, your insurance policy remains an annual contract.

Q) What is the purpose of this Credit Agreement?

A) This Credit Agreement provides an easy way to pay for your insurance. It is an agreement that allows you to spread the cost of your insurance premium over a period of time, allowing you to manage your cash flow more easily over the duration of your insurance policy. Our Credit Agreement is designed specifically for repayment of insurance premiums and is not suitable for any other use.

Q) Who is eligible?

A) You must be 18 or older and have a Bank or Building Society current account. Banks or Building Societies may not accept instructions to pay Direct Debits from certain types of account, please check with them if you are not sure. We can only accept Direct Debit Instructions from the policyholder.

Q) How important is it for me to read the Pre-Contract Credit Information?

A) It is very important that you read the Pre-Contract Credit Information (known as the Standard European Consumer Credit Information or SECCI) included within your Instalment Pack and take time to consider it carefully. The Instalment Pack contains details of the cost of your Credit Agreement, the monthly payment that you will need to make and the dates on which these will be taken, as well as the terms and conditions of the Credit Agreement itself which is our legal contract with you. This information will enable you to make an informed decision about whether or not this is the right method of payment for you.

Q) Do I have the right to cancel or terminate this agreement?

A) You have the right to cancel this Credit Agreement within 14 days from receiving your copy of it by notifying us by phone, or in writing at the address shown overleaf. You may terminate this Credit Agreement free of charge at any time by giving us 14 days' notice in writing or by phone.

If you cancel or terminate the Credit Agreement you will need to pay any outstanding premium due for your insurance cover immediately.

Q) How does paying by Direct Debit work and how much will it cost?

A) Paying by Direct Debit lets you spread the cost of your insurance over 10 instalments rather than paying for it in one lump sum in advance. The premium plus Insurance Premium Tax (IPT) at the current rate plus any instalment charge that may apply (as set out in the Pre-Contract Credit Information and the Credit Agreement) will be divided equally over the instalments. Please make sure you have enough funds in your bank account each month to cover the Direct Debits. If you do not have sufficient funds you may be liable for charges from your Bank or Building Society for which we cannot be held responsible. Direct Debit is only available when you first take out your insurance or when you renew your policy. You cannot change to Direct Debit if you have already started to pay in a different way. We can only consider Direct Debit applications up to two months after the policy inception or renewal date.

Your Pre-Contract Credit Information will set out any specific charges relating to your policy.

Q) What happens at renewal?

A) When your policy is due for renewal your Direct Debit will automatically continue. We will advise you of any changes of amount and continue to apply to your Bank or Building Society for the amount due. If you want to stop your cover and cancel your Direct Debit, please contact us and your Bank or Building Society to let us know before the renewal date.

Q) What happens if I make a claim on the policy?

A) In the event of a claim you remain liable for any outstanding insurance premium. Ansvar reserves the right to deduct any outstanding premium under this agreement from any claims payments.

Q) What happens if I fail to make a payment?

A) If you fail to make a payment we will request it again from your account within the next 10 days. If this request also fails we will contact you and ask you to resolve this. If you cannot make the payment your policy will be cancelled and a charge made for any cover provided up to the date of cancellation. This would leave you without the protection of the insurance cover.

Q) How do I get further information?

A) For further information please contact us on 0345 60 20 999 or by writing to us at Ansvar Insurance, Ansvar House, St Leonards Road, Eastbourne, East Sussex, BN21 3UR.

Please fill in the whole form using ball point pen and send it to:

Ansvar Insurance Ansvar House, St Leonards Road, Eastbourne, East Sussex, BN21 3UR
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Service user number

9	5	3	1	4	7
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Name(s) of Account Holder(s)

Bank/building society account number

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Sort code

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Name and full postal address of your bank or building society

To: The Manager	Bank/building society
Address	
Postcode	

Policy reference number

C	C	P	2	2	6	3	2	3	3								
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For Official Ansvar Insurance broker use only - This is not part of the instructions to your bank or building society

Agreed instalment charge

PAYER TO COMPLETE

Please enter your preferred collection day e.g. 15th

Instruction to your bank or building society

Please pay Ansvar Insurance Direct Debits from the account detailed in this instruction, subject to the safeguards assured by the Direct Debit Guarantee. I understand that this instruction may remain with Ansvar Insurance and, if so, details will be passed electronically to my bank/building society.

Signature(s)
Date

Banks and building societies may not accept Direct Debit instructions for some types of account.

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This guarantee should be detached and retained by the payer

The Direct Debit Guarantee



- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit Ansvar Insurance will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Ansvar Insurance to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by Ansvar Insurance or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society - If you receive a refund you are not entitled to, you must pay it back when Ansvar Insurance asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.