

## PREMIUM NOTIFICATION

Agent

Norris & Fisher (Sub-Broking)  
34a Hiltlingbury Road  
Chandlers Ford  
Eastleigh  
SO53 5SS

Phone: 023 8027 3164  
UK 4239

Policyholder

Grewelthorpe Village Hall and  
Community Centre  
J Illingworth & Co  
Newgate House, 1 Newgate  
York  
YO1 7LA

405672

Policy number	<b>CCP 2256656</b>	Reason	<b>Renewal</b>
Policy type	<b>Charity and Community Connect</b>		
Period of insurance from	<b>0:01 Hrs 17/01/22</b>	Premium	£374.17
to	<b>Midnight 16/01/23</b>	Insurance Premium Tax (IPT)	£44.89 at 12.0%
		Instalment charge	£NIL
		<b>Total premium</b>	<b>£419.06</b>

Number of claims in previous insurance year: 0

Your Long Term Undertaking (LTU) expires on 16/01/23

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

Date of Issue 7/12/21

### **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 7/12/21

**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](http://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.

Agent

Norris & Fisher (Sub-Broking)  
 34a Hildingbury Road  
 Chandlers Ford  
 Eastleigh  
 S053 5SS

Phone: 023 8027 3164  
 UK 4239

Policyholder

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 Newgate House, 1 Newgate  
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Policy number	<b>CCP 2256656</b>	Reason	<b>Renewal</b>
Policy type	<b>Charity and Community Connect</b>		
Period of insurance from	<b>0:01 Hrs 17/01/22</b>	Premium	£374.17
	to <b>Midnight 16/01/23</b>	Insurance Premium Tax (IPT)	£44.89 at 12.0%
		Instalment charge	£NIL
		<b>Total premium</b>	<b>£419.06</b>

Your Long Term Undertaking (LTU) expires on 16/01/23

**AIMS OF THE INSURED:**

Management and Letting of a 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

Date of issue 7/12/21

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Policy number CCP 2256656

**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 2256656

**SCHEDULE**

**Location: Ripon Road Grewelthorpe RIPON, North Yorkshire HG4 3BT**

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 Sum Insured Tenants improvements		NOT OPERATIVE £0 £0
2 CONTENTS  Escape of water  including Accidental Damage Contents Electronic and computer equipment Stock	£100 £350	OPERATIVE   £24,263 £0 £121
3 ALL RISKS Sum Insured (as per enclosed specification)		NOT OPERATIVE £0
4 MONEY Limit during working hours Limit in transit Limit in bank night safe Limit in Safe Personal Accident (Assault) Capital Benefits Weekly Benefits for persons aged 16 to 75 years	£75	OPERATIVE £2,500 £2,500 £2,500 £2,500 £10,000 £100
5 BUSINESS INTERRUPTION A - Loss of Income (max. indemnity period 24 months) B - Extra Expenses (max. indemnity period 00 months) C - Gross Profit (max. indemnity period 00 months) D - Rental Income (max. indemnity period 00 months)		OPERATIVE £62,000 £0 £0 £0
6 BOOK DEBTS Sum Insured		NOT OPERATIVE £0
7 EMPLOYERS LIABILITY Indemnity Limit		OPERATIVE £10,000,000
8 PUBLIC & PRODUCTS LIABILITY Indemnity Limit including Libel and Slander	£100	OPERATIVE £5,000,000 £500,000
9 PROFESSIONAL INDEMNITY Indemnity Limit Retroactive date -		NOT OPERATIVE £0
10 PROPERTY OWNERS LIABILITY Indemnity Limit		NOT OPERATIVE £0
11 LOSS OF LICENCE Sum Insured		NOT OPERATIVE £0

Policy number CCP 2256656

**SCHEDULE**

<b>SECTION</b>	<b>EXCESS</b> (Unless another amount is stated by endorsement or in the policy wording)	<b>COVER</b>
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 2256656

**SCHEDULE**

**Endorsements**

046 - Long Term Undertaking (3 Years)  
215 - Activities  
331 - Cyber Exclusions & Data Protection extension limit  
437 - Hirers Liability - Public Liability (£5,000,000)  
483 - Policy Changes May 2018

062 - Declarations  
317 - Policy Changes Sept 2020 (Infectious disease)  
419 - Village and Community Hall Scheme Endorsement  
482 - Policy Changes April 2018



Policy number CCP 2256656

**ENDORSEMENTS**

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 2256656

**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 2256656

**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 2256656

**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 2256656

**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 landslide
  - 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 2256656

**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.



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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**
- 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:

- 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)

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**.

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## ENDORSEMENTS

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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.

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Policy number CCP 2256656

## 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 2256656

**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 2256656

## 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 2256656

**ENDORSEMENTS**

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.

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.