

**THE SCHEDULE:** Attaching to and forming part of the policy bearing the number below and written upon policy form FA29 2014.  
 Subject to the terms and conditions of the policy the insurance is for the period shown.

Agent  
 Russell Scanlan Ltd  
 Wellington House  
 15 Wellington Circus  
 Notts  
 NG1 5AJ  
 Phone: 0115 9470032  
 UK 981

Policyholder  
 Leicester Diocesan Guild of Church  
 Bell Ringers  
 50 Petersfield  
 Croft  
 LEICESTER,  
 LE9 3GY  
 297540

Policy number	<b>BPP 2171925</b>	Reason	<b>Renewal</b>
Policy type	<b>Community Group Connect</b>		
Period of insurance from	<b>0:01 Hrs 1/07/22</b>	Premium	£470.56
to	<b>Midnight 30/06/23</b>	Insurance Premium Tax (IPT)	£56.47 at 12.0%
		<b>Total premium</b>	<b>£527.03</b>

TYPE OF CLUB, GROUP OR SOCIETY:  
 Bell Ringers

ACTIVITIES OF THE INSURED:  
 Diocesan Guild of Church Bell Ringers, Bell Ringing, Secular  
 Travels , Training, Meetings, Open days, Teas & Fund Raising

Policy number BPP 2171925

**SCHEDULE**

**Location: 50 Petersfield Croft LEICESTER, LE9 3GY**

Your No Claims Discount is 7 year(s)

<b>SECTION</b>	<b>EXCESS</b> (Unless another amount is stated by endorsement or in the policy wording)	<b>COVER</b>
1 PUBLIC AND PRODUCTS LIABILITY Indemnity Limit	£250	OPERATIVE £2,000,000
2 EMPLOYERS LIABILITY Indemnity Limit		OPERATIVE £10,000,000
3 ALL RISKS Sum Insured (as per enclosed specification)	£50	OPERATIVE £4,117
4 MONEY See Policy Wording Limit in Safe		NOT OPERATIVE £0 £0
5 BUSINESS INTERRUPTION Extra Expenses		NOT OPERATIVE £0
6 PERSONAL ACCIDENT		NOT OPERATIVE
7 TRUSTEES INDEMNITY Indemnity Limit		NOT OPERATIVE £0

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**SCHEDULE**

**Endorsements**

215 - Activities  
331 - Cyber Exclusions & Data Protection extension limit  
432 - Policy Changes 2015 (Including Insurance Act 2015)  
482 - Policy Changes April 2018

317 - Policy Changes Sept 2020 (Infectious disease)  
407 - April 2014 Revisions  
453 - Costs in Addition & Contractual Liability Amends  
483 - Policy Changes May 2018

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**ALL RISKS SPECIFICATION**

Item number	Description	Geographical Limits	Sum Insured
<b>Location: 50 Petersfield Croft LEICESTER, LE9 3GY</b>			
10	Unspecified property (other than stock, foodstuffs, stationery, documents or data) belonging to you and subject to a single item limit of £1000.	British Isles	£4,117
<b>Total:</b>			<b>£4,117</b>

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**ENDORSEMENTS**

215 ACTIVITIES

1. EXCLUDED ACTIVITIES (PUBLIC AND PRODUCTS LIABILITY)

The following exclusions are added to WHAT IS NOT COVERED under section 1:

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 except to the extent covered under the FIREWORK DISPLAY EXTENSION shown on the schedule (endorsement 684)
  - 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
  - parkour or freerunning
  - professional sport of any kind
  - racing or time trials (other than on foot)
  - rugby
  - underground activities of any kind including but not limited to caving and potholing
  - weightlifting.
- 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 except to the extent covered under the FIREWORK DISPLAY EXTENSION shown on the schedule (endorsement 684)
- land, kite or fly boards of any kind
- land, sand or ice yachts of any kind
- motorised fairground rides
- roller blades
- sandboards
- skates
- skateboards
- 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.

2. PROFESSIONAL SUPPLIERS CONTINGENCY EXTENSION (PUBLIC AND PRODUCTS LIABILITY)

Section 1, 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
- paint-balling
- roller blading
- roller skating
- rope courses
- skateboarding
- weightlifting
- zip wires
- zorbing.

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## ENDORSEMENTS

215 ACTIVITIES

Continued...

Special requirement for Professional Suppliers Contingency Extension

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

INSURANCE CHECKS FOR PROFESSIONAL SUPPLIERS OF ACTIVITIES

under this extension to have either:

- made a check of the public liability insurance held by the **professional supplier** of that activity to ensure that appropriate cover would be in force for the contracted activity
- or
- reasonable grounds to believe that:
  - a) the **professional supplier** is required to be licensed to operate by the local authority or other appropriate regulatory body, and
  - b) public liability insurance is required to be held for the contracted activity by the **professional supplier** in compliance of such licence to operate.

**We** will not pay any **claim** if **you** failed to comply with any special requirement for this extension and such failure caused, or worsened the liability.

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**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
  - b) defective sanitation, pests or vermin at the **premises** which causes restrictions in the use of the **premises** on the order or advice of the competent local authority
  - c) murder, rape or suicide at the **premises**.

The most **we** will pay for any **claim** is £25,000 or the sum insured whichever is the less.

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**.

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**.

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.

Continued...

Policy number BPP 2171925

## ENDORSEMENTS

317 POLICY CHANGES SEPTEMBER 2020 (EXCLUSION OF INFECTIOUS OR COMMUNICABLE DISEASE)

The following changes are made to this policy:

Continued....

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  |                                       |

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**ENDORSEMENTS**

331 CYBER EXCLUSIONS AND DATA PROTECTION EXTENSION LIMIT

1. The following definitions are added to this policy:

- computer system** 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** 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

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**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 1 (Public and Products Liability) and 2 (Employers' Liability):

No indemnity will be provided in respect of any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with, any **cyber act** or **cyber incident** including but not limited to any action taken in controlling, preventing, suppressing or remediating any **cyber act** or **cyber incident** regardless of any other cause or event contributing concurrently or in any other sequence thereto.

This exclusion will not apply to legal liability to pay damages and **costs and expenses** resulting from:

- a) statutory liability under the Employers' Liability cover,
- b) liability caused by or arising out of a **cyber act** or a **cyber incident** that results in **bodily injury** to third parties or physical damage to third party material property
- c) liability arising under extension 11 Data Protection of section 1.

Any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with, any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **data** including any amount pertaining to the value of such **data** is not covered and is not considered as physical loss or damage for the purposes of this exclusion.

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

Under extension 11 Data Protection of section 1, 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 cyber exclusion is added to WHAT IS NOT COVERED under section 7 (Trustees' 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** 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

432 POLICY CHANGES 2015 (INCLUDING INSURANCE ACT 2015 AMENDMENTS)  
The following changes are made to **your** policy:

A. The introductory text to the policy document on page 3 is deleted and replaced by the following:

Thank you for insuring with Ansvar and we welcome you as a policyholder. We have been trading in the UK for more than 50 years with our roots firmly established as a socially responsible general insurer. Ansvar is a business division of Ecclesiastical Insurance Office plc.

Your policy wording, including the schedule, is the evidence of the legal contract for this insurance. You should read the policy and check your details in the schedule carefully. The schedule is normally reissued each time there is a change in the policy details or in the policy cover. Please contact your insurance advisor or us immediately if the policy or the schedule does not meet your insurance needs or contains any mistakes.

Should you at any time be dissatisfied with our service, please refer to our Complaints Procedure for full details.

Underwritten by Ecclesiastical Insurance Office plc

B. The introductory text to the actual policy wording on page 7 is deleted and replaced by the following:

FORM No. F.A. 29 (2014)

### Community Group Connect Policy Wording

This policy, its schedule, any endorsements and certificates are to be read together as one document. Words or phrases in **bold italics** have the particular meanings stated within the policy Definitions list.

**You** agree that the information provided to **us** for this insurance is, and will continue to be, a fair presentation of the risks **we** are accepting or may accept during the lifetime of the policy.

**We** will insure **you** as detailed in the policy's schedule, subject to the terms and conditions of the policy, during the **period of insurance** shown in the schedule, provided that **you** pay the premium and **we** accept the premium.

This policy shall be governed by and construed in accordance with the law of England and Wales unless **your** 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.

**We** will communicate with **you** in English at all times.

The policy includes:

- a) general exclusions and conditions. These apply to each and every section of the policy unless stated otherwise. The following general conditions are of particular importance and explain about:
- Cancellation - when **you** or **we** could cancel the policy
  - Misrepresentation - what happens if **you** misrepresent the risk to **us** or fail to disclose information
  - Fraud - the consequences of making a fraudulent **claim**
  - Alteration of risk - what **you** must do if the risk changes and the consequences if **you** fail to tell **us**.
- b) special requirements. These are aimed at reducing the risk of loss, **damage** or liability. **We** will not pay a **claim** (unless **we** say otherwise) if **your** failure to keep to a special requirement causes or increases a loss.

C. General Condition 1 CONDITIONS PRECEDENT TO LIABILITY on page 29 is deleted and is of no further effect.

D. On pages 29 to 31 the General Conditions for 2 CANCELLATION AND COOLING-OFF (PRIVATE CUSTOMERS ONLY), 3 CANCELLATION (OTHER THAN IN GENERAL CONDITION 2 ABOVE), 9 FRAUD, 10 MISREPRESENTATION, MISDESCRIPTION OR NON-DISCLOSURE, and 12 ALTERATION OF RISK are deleted and replaced by the following:

### 2 COOLING-OFF (PRIVATE CUSTOMERS ONLY)

If **you** are an individual person and any part of the insurance by this policy has been requested by **you** for purposes which are outside **your** trade, business or profession then the following cooling-off and cancellation conditions apply.

#### **Your** right to cancel in the cooling-off period

If at inception or renewal of this policy and after receiving the full written documentation (either in paper or electronic format), including the schedule, **you** change **your** mind and no longer require the cover then **you** have 14 days (cooling-off period) from either the date **you** received the full documentation or the date the cover commenced, whichever is the later, to tell **us**, or **your** insurance advisor, in writing that **you** wish to cancel the policy. In such circumstances **we** will make a full refund of premium.

If the policy is not cancelled within the cooling-off period, then the insurance is in force and **you** are committed to pay the premium.

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## ENDORSEMENTS

432 POLICY CHANGES 2015 (INCLUDING INSURANCE ACT 2015 AMENDMENTS)

Continued...

### 3 CANCELLATION (OTHER THAN COOLING-OFF IN GENERAL CONDITION 2)

**Your** right to cancel

- **You** can cancel this policy providing **you** give **us** notice in writing (including electronic format) and that there is no Long Term Undertaking in force.
- As long as **you** have not made a **claim** **we** will refund the premium for the remainder of the **period of insurance**, suitably adjusted if the premium is paid by instalments and provided that the amount of refund due is not less than £25.
- If **you** have made a **claim** in the current **period of insurance** then the full annual premium is due and no refund will be allowed. If the premium is paid by instalments then any premium owing for the remainder of the **period of insurance** must be paid by **you** or it will be deducted from any **claim** settlement.

**Our** right to cancel (14 days notice)

**We** have the right to cancel the policy by giving **you** 14 days notice in writing sent by special delivery to **your** last known address. Valid reasons for cancelling **your** policy may include, but are not limited to:

- a criminal conviction incurred by **you**, or any **trustee of yours**, which results in a custodial sentence
- continuation of the policy which would result in **us** breaching any applicable law or regulation that applies to the policy
- **us** reasonably suspecting fraud.

If **we** cancel the policy **we** will refund the premium (unless stated otherwise within the policy) for the remainder of the **period of insurance**, suitably adjusted if the premium is paid by instalments.

**Our** right to cancel (non-payment of premium)

Unless otherwise agreed by **us** in writing, if the premium is:

- payable by instalments and an instalment is not received by the due date, the policy will be cancelled from the date the instalment was due
- not payable by instalments and the payment is not received by the due date, the policy will be cancelled from the date the payment was due.

**We** will not cancel the policy for failure to pay the premium or instalment of premium if such failure is due to error on **our** part or on the part of **your** insurance advisor, bank or building society.

### 9 FRAUD

If **you** or anyone acting for **you**:

- make(s) a false or fraudulent **claim**
- support(s) a **claim** by any fraudulent document, device or statement

then **we**:

- will not pay the **claim** and **we** have the right to recover from **you** any part payments made prior to discovery of the fraudulent act
- have the rights to:
  - a) refuse any **claim** arising after a fraudulent act
  - b) cancel the policy from the date of a fraudulent act even if the policy expired before the discovery of the fraudulent act
  - c) keep the premium.

**We** will still remain responsible for legitimate **claims** before the fraudulent act.

### 10 MISREPRESENTATION OR NON-DISCLOSURE

It is **your** legal duty to make a fair presentation of the information required by **us** to provide the insurance by this policy.

**We** will treat the policy as void (i.e. as if it had not existed) if there is any deliberate or reckless misrepresentation or non-disclosure of any material circumstance and there will be no return of premium.

Where any misrepresentation or non-disclosure of any material circumstance is not deliberate or reckless and if the material particular(s) had been fairly presented or disclosed **we** would:

- a) not have agreed to provide the insurance on any terms, **we** have the right to treat the policy as void (i.e. as if it had not existed) and **we** will return the premium paid.
- b) not have charged additional premium but would have entered into the policy on different terms, **we** have the right to impose those additional terms from inception of the policy or the date the risk changed.
- c) have charged a higher premium, **we** have the right to limit the amount of any **claim** payment under the policy to the same proportion that the premium charged bears to the higher premium.

**Our** rights under b) and c) above may both apply at the same time.

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## ENDORSEMENTS

432 POLICY CHANGES 2015 (INCLUDING INSURANCE ACT 2015 AMENDMENTS)

Continued...

### 12 ALTERATION OF RISK

The policy will be cancelled at the date any of the undermentioned alterations occur after the start of the policy unless **we** agree otherwise in writing:

- **your** interest ceases, except by will or operation of law
- an administrator, liquidator or receiver is appointed or if **you** enter into a voluntary arrangement
- any change, or additional circumstance, which increases the risk of **damage**, accident or liability, such as changes in, or additions to, **your** organisation, **your activities**, the **premises** or its use.

If **we** agree to maintain or amend cover **we** have the right to charge additional premium and, if necessary, amend the terms of cover from the date of the alteration.

E. The following General Condition is added (this was previously part of the introductory text to the actual policy wording on page 7):

### 16 RIGHTS OF THIRD PARTIES

A person or company who is not party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

F. For section 4 (Money) the first sentence under the heading of LIMITS - PERSONAL ACCIDENT (ASSAULT) within Claims settlement for Money is deleted and replaced by the following:

**We** will pay the amount of benefit as shown in this extension to **you** or at **your** request to the injured person or their legal personal representative.

G. For section 6 (Personal Accident) the first sentence under the heading of LIMITS within Claims settlement for Personal Accident is deleted and replaced by the following:

**We** will pay the amount of benefit as shown in the schedule to **you** or at **your** request to the injured person or their legal personal representative.

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## ENDORSEMENTS

### 453 COSTS IN ADDITION AND CONTRACTUAL LIABILITY AMENDMENTS

The following changes are made to section 1 (Public and Products Liability):

- A. Any payment for **costs and expenses** under this section, including any of its extensions, is now in addition to the limits stated in the policy wording or the schedule, other than in respect of any:
- a) **claim**:
    - i. which is brought within the legal jurisdiction of the United States of America or Canada
    - ii. under the following extensions:
      - 8 Wrongful Arrest
      - 11 Data Protection Actin which circumstances the **costs and expenses** is included within the indemnity limit, or extension limit, to which the **claim** applies
  - b) extension that only covers **costs and expenses**, in which circumstances the extension limit will apply.
- B. The Claims settlement for Public and Products Liability is deleted and restated as follows:
- Claims settlement for Public and Products Liability  
LIMITS  
The most **we** will pay:
- a) under this section, including any extension to this section not stated in b) below:
    - i. for damages in respect of:
      - all **claims** in any one **period of insurance** caused by **products** or arising from pollution or contamination
      - any **claim** for liability other than relating to a **claim** brought within the legal jurisdiction of the United States of America or Canada, **products**, pollution or contamination
    - ii. for damages and **costs and expenses** in respect of any **claim** brought within the legal jurisdiction of the United States of America or Canadais the indemnity limit shown in the schedule, or any limitation stated within an extension, whichever is less.  
**Costs and expenses** will be paid in addition to the indemnity limit unless **we** have stated otherwise.
  - b) under any extension to this section which relates to **costs and expenses** only, including Court Attendance Expenses, is the limit stated in the extension which is in addition to the indemnity limit stated in a) above.
  - c) for damages in respect of any **claim** under the Cross Liabilities extension in total to all parties is the indemnity limit shown in the schedule, or any limitation stated within an extension, whichever is less.
- C. Exclusion 4 relating to liability arising from an agreement is deleted and replaced by the following:
4. Liability arising from an agreement in respect of **products** or contract work executed by **you** unless liability would have existed without the agreement.
- D. The following exclusion is added to extension 10 Second-hand Goods (Products Liability):
3. Liability arising from an agreement unless liability would have existed without the agreement.

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## ENDORSEMENTS

483 POLICY CHANGES MAY 2018

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

A. Under section 1 (Public and Products Liability), extension 11 for data protection is deleted and is replaced by the following:

### WHAT IS COVERED

#### 11 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**.

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**ENDORSEMENTS**

407 APRIL 2014 REVISIONS

SECTION 3 ALL RISKS

1. Exclusion 3. d) is deleted and replaced by the following:
  3. **Damage** caused by or resulting from:
    - d) use contrary to the manufacturer's instructions
2. The following new exclusion is added:
  7. **Damage** consisting of mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates.
3. Claims settlement for All Risks - the LIMITS and AUTOMATIC REINSTATEMENT OF SUM INSURED paragraphs are deleted and replaced by the following:

LIMITS

The most **we** will pay in any one **period of insurance** for each item listed in the All Risks Specification of the schedule is its sum insured, unless such sum insured is reinstated after a **claim** in accordance with the Automatic Reinstatement of Sum Insured.

The sum insured will be adjusted for any index-linking increases up to the completion of **reinstatement** where applicable.

Under the extensions to this section, any payment **we** make will only be in addition to the above where a specific extension limit applies.

AUTOMATIC REINSTATEMENT OF SUM INSURED

The sum insured for any item listed in the All Risks Specification of the schedule will be reinstated by the amount of any **claim we** pay, unless:

- a) the **claim** relates to the total loss of any specified item, or
- b) **we** or **you** give notice to the contrary within 30 days of notification of the **claim** to **us** and provided that, if **we** so require, **you** will:
  - i. pay an additional premium based on a proportional part of the annual premium to reinstate the sum insured
  - ii. take immediate steps to carry out any **damage** prevention measures that **we** may specify.

482 POLICY CHANGES APRIL 2018

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

- A. The definition of **professional supplier** is added to this policy:

**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 1, 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.

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