

PREMIUM NOTIFICATION

Agent

James Hallam Insurance (CAS)
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10 Budshead Way
Crownhill, Plymouth
PL6 5FE

Phone: 01752 670440
UK 6171

Policyholder

Cheverell Magna Parish Council
71 Damask Way

Warminster
BA12 9PP

521300

Policy number	ACY 2384336	Reason	Renewal.
Policy type	Charity and Community (Essentials)		
Period of insurance from	0:01 Hrs 22/06/23	Premium	£466.56
to	Midnight 21/06/24	Insurance Premium Tax (IPT)	£55.97 at 12.0%
		Total premium	£522.53

Number of claims in previous insurance year: 0

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

Date of Issue 16/06/23

Does this policy still meet your needs?

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

Notes applying to renewal of your policy

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

Important Reminder

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

Date of Issue 16/06/23

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

Infectious Disease and Cyber Loss (Property) General Exclusions

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.

Previously, the 'Infectious or Communicable Disease' general exclusion was shown in the schedule under endorsement 324. This endorsement has been deleted and replaced with endorsement 330 'Infectious Disease and Cyber Exclusions and Data Protection Extension Limit', shown in the schedule. The terms, conditions and exceptions of the Infectious or Communicable Disease general exclusion are unchanged.

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).

Continued...

NOTICE TO POLICYHOLDERS

Important - Cyber updates to your policy wording

Continued...

Cyber - Liabilities

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.

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 330 'Infectious Disease and Cyber Exclusions and Data Protection Extension Limit'.

NOTICE TO POLICYHOLDERS

NEW GENERAL EXCLUSION: TERRITORIAL EXCLUSION (PROPERTY)

Please note that from the policy inception, or the first renewal date of your policy, on or after the 1st May 2023, we need to make some changes to your policy.

As a result of the conflict within Ukraine, changes in the property reinsurance market now requires us to add a new territorial limits general exclusion to all of our insurance products. This is to ensure contract certainty and be clear we do not provide any insurance cover to any person resident of, or any entity located in, or any property located within, the regions of Belarus (Republic of Belarus), Russian Federation or Ukraine (including the Crimean Peninsula and the Donetsk and Luhansk regions).

The new general exclusion does not apply to any liability, reputational risks or PR crisis communication, professional indemnity, trustees' and directors' indemnity, personal accident, legal expenses, or cyber cover sections where available under the policy you have chosen.

The new general exclusion will not apply if we are required to provide such cover by action of the law or regulation. In such circumstances if the policy you have chosen has a policy general condition for 'Sanctions', this general condition will continue to apply.

This clarification is shown as an additional policy general exclusion for 'Territorial Exclusion (Property)', now added to your policy. Please see endorsement 340 Territorial Exclusion (Property) - General Exclusions, shown in your policy schedule.

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

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Policy type	Charity and Community (Essentials)		
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	to Midnight 21/06/24	Insurance Premium Tax (IPT)	£55.97 at 12.0%
		Total premium	£522.53

DESCRIPTION OF THE ORGANISATION:
 Council (town, parish or community)

CHARITABLE ACTIVITIES OF THE INSURED:

- a) We cover the following activities:
- * Allotments
 - * Clean-Ups and Litter Picks
 - * Clerical and Other Non-Manual Work
 - * Committee Activities
 - * Conferences, Trade Shows and Exhibitions
 - * Delivery And/Or Collection Of Goods
 - * Domestic Duties
 - * Fire Safety Or Theft Prevention Advice
 - * Fireworks Display or Bonfire Event up to 100 Attendees
 - * Fundraising Events (ex. Fireworks & Bonfires) up to 1000 people
 - * Gardening (Domestic)
 - * Gritting of pavements and paths
 - * Meetings, coaching and mentoring
 - * Provision and maintenance of municipal infrastructure
 - * Provision and maintenance of parks, open spaces and playgrounds

Policy number ACY 2384336

ADDITIONAL RISK INFORMATION

* Talks, Presentations And Seminars

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

DECLARED INCOME, WAGES AND VOLUNTEERS

You have declared to us your:

- a) income as £19,000
- b) wage roll as £5,400
- c) number of volunteers as 9

Policy number ACY 2384336

SCHEDULE

General Cover

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

SECTION	EXCESS (Unless another amount is stated by endorsement or in the policy wording)	COVER	
1 PUBLIC AND PRODUCTS LIABILITY Indemnity Limit	£100	OPERATIVE £10,000,000	
2 EMPLOYERS' LIABILITY Indemnity Limit		OPERATIVE £10,000,000	
3 TRUSTEES' AND DIRECTORS' INDEMNITY Indemnity Limit	£250	OPERATIVE £1,000,000	
4 PROFESSIONAL INDEMNITY		NOT OPERATIVE	
5 PERSONAL ACCIDENT Deferment period 14 days		OPERATIVE	
Person(s) insured:	Death Benefit	Permanent Total Disablement	Temporary Total Disablement (per week)
Employees/volunteers aged 16-65 years	£25,000	£25,000	£250
Employees/volunteers aged 66-75 years	£10,000	£10,000	£50
Employees/volunteers aged 76-80 years	£5,000	£5,000	£25
6 FIDELITY GUARANTEE Indemnity Limit Retroactive date - 1/06/2020	£250	OPERATIVE £25,000	
7 REPUTATIONAL RISKS 1. Libel and slander 2. PR crisis - any incident	£250	OPERATIVE £250,000 £5,000	
8 LEGAL EXPENSES Indemnity Limit		OPERATIVE £250,000	
9 CYBER		NOT OPERATIVE	
10 ALL RISKS		NOT OPERATIVE	
11 MONEY		NOT OPERATIVE	
12 GOODS IN TRANSIT		NOT OPERATIVE	
13 MOTOR POLICY COMPENSATION		NOT OPERATIVE	

Policy number ACY 2384336

SCHEDULE

Endorsements

215 - Activities

333 - Parish Council Scheme Endorsement

330 - Infectious Disease, Cyber and Data Protection

340 - Territorial Exclusion (Property)General Exclusions

Policy number ACY 2384336

SCHEDULE

Location: Municipal Infrastructure within the parish of Cheverell Magna SN10 5TH

SECTION	EXCESS (Unless another amount is stated by endorsement or in the policy wording)	COVER
14 PROPERTY DAMAGE including Accidental Damage	£100	OPERATIVE
Buildings sum insured		£93,840
Day one item - declared value		£81,600
Malicious people	£250	
15 BUSINESS INTERRUPTION		NOT OPERATIVE
16 LOSS OF LICENCE		NOT OPERATIVE
17 EQUIPMENT BREAKDOWN		NOT OPERATIVE
18 TERRORISM		NOT OPERATIVE

Endorsements

049 - Day One Non-Adjustable (Property Damage)
 333 - Parish Council Scheme Endorsement

330 - Infectious Disease, Cyber and Data Protection
 340 - Territorial Exclusion (Property)General Exclusions

Policy number ACY 2384336

ENDORSEMENTS

215 ACTIVITIES

1. EXCLUDED ACTIVITIES

The following exclusions are added to WHAT IS NOT COVERED under section 1 (Public and Products Liability):

a) Liability arising from any of the following activities:

- i.
 - abseiling
 - 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:
 - **you** 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 **you** 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 **you** 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 1 (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**:

- 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 ACY 2384336

ENDORSEMENTS

330 INFECTIOUS DISEASE AND CYBER EXCLUSIONS AND DATA PROTECTION EXTENSION LIMIT

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

computer system

For the Cyber section only this definition is as follows:
hardware, data, computer networks, websites, intranet and extranet sites

For the Terrorism section only this definition is as follows:
 any computer or other equipment or component or system or item which processes, stores, transmits or receives **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:
 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back-up facility

data

For the Cyber section only this definition is as follows:
 facts, concepts, information, ideas, text, recordings and images which are converted to a form which can be processed by **hardware**, but not including software and programs

For the Terrorism section only this definition is as follows:
 data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever

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**

2. The following definitions are added to this policy:

cyber act

any unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of, or operation of any **computer system**

cyber incident

a) any error or omission, or series of related errors or omissions involving access to, processing of, use of, or operation of any **computer system**, or
 b) any partial or total unavailability, or failure, or series of related partial or total unavailability or failures, to access, process, use or operate any **computer system**

infectious or communicable disease

any disease, pandemic or epidemic including but not limited to any:
 a) virus
 b) bacterium
 c) parasite
 d) other organism or infectious matter
 e) mutation or variation to any of the above
 whether:
 i. living or dead
 ii. natural or artificial
 iii. officially declared an epidemic or pandemic or not
 transmitted by any direct or indirect means (whether asymptomatic or not)

time element loss

business interruption, contingent business interruption or any other consequential losses

Continued....

Policy number ACY 2384336

ENDORSEMENTS

330 INFECTIOUS DISEASE AND CYBER EXCLUSIONS AND DATA PROTECTION EXTENSION LIMIT

Continued....

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

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

This policy does not cover:

INFECTIOUS OR COMMUNICABLE DISEASE

loss, **damage**, liability, cost, expense or any other sum of whatsoever nature directly or indirectly caused by, resulting from, arising out of or related to or contributed to by:

a) any **infectious or communicable disease** including but not limited to:

- i. the fear of a threat (whether actual or perceived) from an **infectious or communicable disease**
- ii. contamination or fear of contamination (whether actual or perceived) of property by an **infectious or communicable disease** but this shall not exclude direct physical loss or physical damage to insured property at the **premises** occurring during the **period of insurance** resulting directly or indirectly from, or caused by, a peril otherwise insured by this policy

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

Provided that:

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

CYBER LOSS (PROPERTY)

1. Notwithstanding any provision to the contrary within this policy or any endorsement thereto, this policy excludes all loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:

- a) any unauthorised access to, or loss of, alteration of, or damage to, or a reduction in the functionality, availability or operation of a **computer system** or any unauthorised access to, or modification of, **data**.

Notwithstanding the provisions of this sub-paragraph 1. a) and subject to all other terms and conditions and exclusions contained in this policy, this policy will provide cover for physical loss of, or physical damage to, property insured under this policy (not including **data**) and any **time element loss** directly resulting therefrom where such physical loss, or physical damage, is directly occasioned by any of the following perils provided always that such perils are otherwise insured by this policy:

- i. Fire, lightning or explosion
- ii. Impact by aircraft or vehicle or animal or falling objects
- iii. Wind, storm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow
- iv. Escape of water or oil
- v. Riot or civil commotion
- vi. Subsidence, heave or landslip
- vii. Theft or loss of insured property caused by persons physically present at both the time and location of such theft or loss
- viii. Vandalism or malicious acts causing physical damage to insured property caused by persons physically present at both the time and location of such damage
- ix. Accidental damage to insured property caused by persons physically present at both the time and location of such damage

Continued....

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ENDORSEMENTS

330 INFECTIOUS DISEASE AND CYBER EXCLUSIONS AND DATA PROTECTION EXTENSION LIMIT

Continued....

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

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

This policy does not cover:

CYBER LOSS (PROPERTY)

1. Notwithstanding any provision to the contrary within this policy or any endorsement thereto, this policy excludes all loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:

b) any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **data** including any amount pertaining to the value of such **data**

Notwithstanding the provisions of this sub-paragraph 1. b) in the event that hardware or the data storage device of a **computer system** insured under this policy sustains physical damage caused by a peril described in the proviso to paragraph 1. a) above which results in damage to, or loss of, **data** stored on that hardware or the data storage device, then the damage to, or loss of, such **data** shall be recoverable hereunder and the basis of valuation for the recovery of the damaged or lost **data** under this policy shall be limited to the cost of reproducing **data**, provided that such costs are otherwise indemnifiable under this policy.

Such costs shall include all reasonable and necessary expenses incurred in recreating, gathering and assembling such **data** but shall not include the value of the **data** whether to the **insured** or any other party even if such **data** cannot be recreated, gathered or assembled

c) any:

- i. unauthorised appropriation of **data**
- ii. unauthorised transmission of **data** to any Third Party
- iii. misrepresentation or use or mis-use of **data**
- iv. operator error in respect of **data**

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

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

This exclusion applies to all sections and extensions of this policy except those sections or extensions (where available and insured by this policy) noted below:

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

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

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

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

- a) statutory liability under the Employers' Liability cover,
- b) liability caused by or arising out of a **cyber act** or a **cyber incident** that results in **bodily injury** to third parties or physical damage to third party material property
- c) liability arising under extension 6 Data Protection of section 1.

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

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ENDORSEMENTS

330 INFECTIOUS DISEASE AND CYBER EXCLUSIONS AND DATA PROTECTION EXTENSION LIMIT

Continued....

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

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

The most **we** will pay is:

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

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

a) The following cyber exclusion is added:

We do not cover any liability under this section of the policy for, or directly or indirectly arising out of, or in any way connected with:

- 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
- 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:

- any **bodily injury** to any person or **damage** to, or destruction of, or loss of, including loss of use of, any property, unless directly caused by any negligent act, negligent error, negligent omission or negligent breach of duty

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

No indemnity will be provided in respect of:

- 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
- any loss of use, reduction in functionality, repair, replacement, restoration, or reproduction of any **data** including any amount pertaining to the value of such **data**

However, this exclusion shall not apply to **claims made** which a **trustee or director** becomes legally liable to pay as damages and **costs and expenses** arising from a **wrongful act** involving access to, processing of, use of, or operation of, any **computer system** or **data**.

Policy number ACY 2384336

ENDORSEMENTS

333 PARISH COUNCIL SCHEME ENDORSEMENT

1) The policy definition of **buildings** is deleted and replaced by:

buildings

1. the buildings at the **premises** used for **your activities**, including:
 - a) landlords fixtures and fittings
 - b) **fixed glass** forming part of the buildings
 - c) piping, ducting, cabling, wiring and associated control gear and accessories on the **premises** and extending to the public mains
 - d) tenants' improvements
 - e) **outbuildings**
 - f) walls, gates, fences, decking, lychgates, monuments, notice boards, nameplates, signs and fixed garden seating
 - g) paths, drives, car parks and other paved or hard-standing areas
 - h) swimming pools
 - i) fixed outdoor adventure and playground equipment
 - j) artificial playing surfaces
 - k) inspection covers and fixed:
 - i. lighting
 - ii. storage tanks
 - iii. plant
 - iv. alarm equipment
 - v. closed circuit television equipmentexternal to the buildings
 - l) the following items fixed to the buildings:
 - i. wind turbines less than 10kw generating capacity
 - ii. solar or photovoltaic panels less than 50kw generating capacity
 - m) aerials and satellite dishes fixed to the buildingsall belonging to **you** or for which **you** are responsible
2. the following property within **your** parish boundaries:
 - a) fixed street furniture including but not limited to bus shelters, playground equipment and its associated hard or artificial surface, outdoor gym equipment, war memorials and waste bins
 - b) multi-use games areasbelonging to **you** for which **you** are responsible and used for **your activities**

The definition of **buildings** does not include:

- a) bridges, dams, land piers, jetties, culverts, excavations and marquees
- b) property or structures in the course of construction, or erection and any materials or supplies in connection with such property or structure (except where insured under the Minor Contract Works extension to the Property Damage section of this policy)

2) The policy definition of **charity** is deleted and replaced by:

charity

- a) a registered or recognised charity or organisation holding charitable status
 - b) a volunteer organisation
 - c) a not-for-profit company
 - d) a company limited by guarantee
 - e) a Charitable Incorporated Organisation (CIO)
 - f) a Community Interest Company (CIC)
 - g) a social enterprise
- the purposes and objectives for which are recognised as charitable in law and are for the public benefit

For the Trustees' and Directors' Indemnity section only this definition is extended to include

- h) a parish, town or community council

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Continued...

3) The policy definition of **employee** is deleted and replaced by:

employee any person:
a) under a contract of service or apprenticeship with **you**
b) who is hired to, supplied to or borrowed by **you**
c) engaged under a work experience or similar scheme
d) helping as an authorised volunteer
e) who is a **trustee or director of yours**
while under **your** direct control and supervision and working for **you** in connection with **your activities**

For the Employers' Liability, Public and Products Liability and Professional Indemnity sections only, this definition is extended to include any:

f) labour only sub-contractor or anyone employed by them
g) self-employed person
h) parish, town or community councillors
while under **your** direct control and supervision and working for **you** in connection with **your activities**

For the Cyber section only this definition is extended to include any:

i) labour only sub-contractor or anyone employed by them
j) self-employed person
while under **your** direct control and supervision and working for **you** in connection with **your activities**

4) The policy definition of **premises** is deleted and replaced by:

premises that part of the buildings and grounds at each of the addresses shown in the schedule owned or occupied by **you** in connection with **your activities**

The definition of **premises** does not include:

- a) fixed street furniture including but not limited to bus shelters, playground equipment and its associated hard or artificial surface, outdoor gym equipment, war memorials and waste bins
- b) multi-use games areas

5) The policy definition of **trustee or director** is deleted and replaced by:

trustee or director any natural person who was, is or becomes a (an):
a) trustee
b) director
c) officer
d) governor
e) member of a committee of management
f) shadow or de facto director
g) **employee** acting in a managerial or supervisory capacity of the **charitable body**

For the Trustees' and Directors' Indemnity section only this definition is extended to include parish, town or community councillors

6) The policy definition of **unoccupied** is deleted and replaced by:

unoccupied vacant, untenanted, empty or no longer in active use for a period exceeding 30 consecutive days

The definition of **unoccupied** does not include:

- a) fixed street furniture including but not limited to bus shelters, playground equipment and its associated hard or artificial surface,
 - b) outdoor gym equipment, war memorials and waste bins
- multi-use games areas

SPECIAL NOTE (not forming part of this policy wording):

Buildings that are hired or loaned to third parties on an hourly or daily basis for specific functions or activities as part of your activities are not deemed to be unoccupied during the periods between each hiring provided no one period between each hiring exceeds 30 consecutive days.

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Continued...

7) Under section 14 (Property Damage), in respect of any:

- a) fixed street furniture including but not limited to bus shelters, playground equipment and its associated hard or artificial surface, outdoor gym equipment, war memorials and waste bins
 - b) multi-use games areas
- the extensions of cover are not operative other than:
- Extension 2 Fees
 - Extension 3 Debris Removal
 - Extension 4 Statutory Regulation and Public Authorities.

8) Under section 14 (Property Damage), the following is added to WHAT IS NOT COVERED:

Damage to contents or stock whilst in, or on, any:

- a) fixed street furniture including but not limited to bus shelters, playground equipment and its associated hard or artificial surface, outdoor gym equipment, war memorials and waste bins
- b) multi-use games areas.

9) Under section 1 (Public and Products Liability), extension 12 PROPERTY OWNERS' LIABILITY is not operative in respect of any:

- a) fixed street furniture including but not limited to bus shelters, playground equipment and its associated hard or artificial surface, outdoor gym equipment, war memorials and waste bins
- b) multi-use games areas.

10) The EXCLUDED ACTIVITIES stated within endorsement 215 ACTIVITIES, shown in the schedule, do not apply to the extent that cover is provided by this endorsement. Section 1 is deemed to cover the following additional activity(ies):

Playground zipwires

- in connection with **your activities**, or
- whilst under the overall control of any **professional supplier** in connection with **your activities**.

11) DEFIBRILLATORS (PROPERTY DAMAGE)

The following extension is added to section 14

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:

- Property Away from the Premises and Homeworking,
- Property of Employees, Members and Visitors,
- Exhibitions, Outside Catering and Fund-Raising, or
- Property in the Open

extension to this section, then only 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 exclusion is added:

1. **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.

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49 DAY ONE - NON-ADJUSTABLE (PROPERTY DAMAGE)
 The following policy definition is added:

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

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

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

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

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

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

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

UNDERINSURANCE

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

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

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

This policy does not cover:

TERRITORIAL EXCLUSION (PROPERTY)

The following definition is added to this policy:

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

any loss, **damage**, liability, cost or expense of whatsoever nature, directly or indirectly arising from, or in respect of, any:

- a) identity domiciled, resident, located, incorporated, registered or established in an **excluded territory**, or
- b) property or asset located in an **excluded territory**, or
- c) individual that is resident in or located in an **excluded territory**, or
- d) **claim**, action, suit or enforcement proceeding brought or maintained in an **excluded territory**, or
- e) payment in an **excluded territory**.

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

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

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

Data Privacy Notice

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

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

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

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

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

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

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

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

Fraud Prevention

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

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

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

Further Information

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

DAS DATA PROTECTION

In addition to any other data processing notice provided in relation to this policy, data under this policy will be processed by DAS Legal Expenses Insurance Company (DAS), who are committed to processing personal information fairly and transparently. This section is designed to provide a brief understanding of how DAS collect and use this information.

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

WHO DAS ARE

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

HOW DAS WILL USE YOUR INFORMATION

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

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

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

WHAT IS DAS' LEGAL BASIS FOR PROCESSING YOUR INFORMATION?

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

HOW LONG WILL YOUR INFORMATION BE HELD FOR?

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

WHAT ARE YOUR RIGHTS?

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

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

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

HOW TO MAKE A COMPLAINT

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

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