

215 ACTIVITIES

1. EXCLUDED ACTIVITIES

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

a) Liability arising from any of the following activities:

- i.
 - abseiling or rappelling
 - aerial activities of any kind
 - American football, Australian rules football, Gaelic football and rugby (other than walking or tag/touch variants of these sports)
 - caving, potholing or underground activities of any kind
 - climbing (including tree climbing) requiring the use of hands as well as feet (other than children's playground equipment)
 - fire or glass walking
 - firework and/or bonfire events organised or run by any **professional supplier**
 - gorge or glacier walking or trekking and the like
 - gymnastics
 - horse, pony or donkey riding of any kind
 - martial arts or combat sports of any kind
 - parkour or freerunning
 - professional sport of any kind
 - racing or time trials (other than on foot)
- ii. football where:
 - **your** football team(s) is (are) participating in a league system (including official training and practice sessions)
 - **you** manage, control or organise a football league system.
- iii. water and wind sport activities, other than:
 - paddle boarding, snorkelling, surfing, swimming, windsurfing in, on or under water
 - the use of non-mechanically propelled watercraft not exceeding nine meters in length whilst operated on inland waterways or within three miles of the coast (provided they are not used in any white water activity).
- iv. winter sports (including but not limited to ice skating, skiing, sledding, snowboarding, snow tubing or tobogganning).
- v. cycling using manual or e-bikes, where this involves:
 - commercial use (such as couriers)
 - downhill or trials courses.

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

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

c) Liability arising from any activity that involves the ownership, possession or use by **you** or on **your** behalf, or by any person entitled to cover under this section, of any:

- motor car, van, lorry, motor unit of an articulated lorry, coach, bus, mini-bus, quad bike, go-kart, motorcycle, motor tricycle, motor scooter or moped (whether powered by an internal combustion engine or electric motor)
- trailer used for carrying people (whether fare paying or not) for which compulsory motor insurance or security is not required.

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

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....

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

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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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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**.

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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333 PARISH COUNCIL SCHEME ENDORSEMENT

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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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333 PARISH COUNCIL SCHEME ENDORSEMENT

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.

435 HIRERS' PUBLIC LIABILITY EXTENSION (£2M INDEMNITY LIMIT)

The extension of cover by this endorsement forms part of the insurance **we** provide to **our policyholder** under the terms, exceptions and conditions of their policy with **us** subject to the variations set out in this endorsement.

Definitions

Some words or phrases used in this endorsement are in **bold italics** and have the particular meanings that are stated below unless otherwise specified. If they are not in **bold italics** then their normal everyday meaning will apply. These definitions apply equally where used in the singular or plural unless otherwise stated. The definitions below apply solely in respect of the cover under this endorsement.

act of terrorism	an act including, but not limited to, the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear
agreement	the hire or loan contract between the policyholder and the hirer concerning the use of the premises The following is not included under an agreement: a) any form of tenancy agreement for the premises
asbestos	asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos, asbestos fibres or any derivatives of asbestos
bodily injury	death, illness, injury or disease
claim	the policyholder's request to us for indemnity, reimbursement or benefit under the terms of this endorsement, provided that a claim includes a single loss or series of losses arising from one event consequent on or attributable to one source or original cause
costs and expenses	• legal costs and expenses recoverable from the hirer by any claimant • defence costs and expenses of the hirer incurred with our written consent
damage / damaged	physical loss, destruction or damage
defamation	defamation, libel, slander and slander of title to goods
excess	the first amount of each and every agreed claim that the hirer will be asked to pay
hirer	the person or organisation hiring or loaning the premises under an agreement with the policyholder
hirer's employee	any person: • under a contract of service or apprenticeship with the hirer • who is hired to, supplied to or borrowed by the hirer • engaged under a work experience or similar scheme • helping as a volunteer while under the hirer's direct control and supervision and working for the hirer at the premises in connection with the agreement
period of insurance	the period of hire under the agreement provided this period does not exceed the expiry or cancellation date of the policyholder's policy
policyholder	the person(s), company or organisation (including a body of trustees or board of directors) for whom we provide this insurance and from whom the hirer has hired the premises under the agreement
premises	the premises at the location insured by us under the policyholder's policy
we / us / our	Ansvar Insurance - a business division of Ecclesiastical Insurance Office plc

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435 HIRERS' PUBLIC LIABILITY EXTENSION (£2M INDEMNITY LIMIT)

Continued...

The following extension is added to section 1 of the policy for **our policyholder**:

WHAT IS COVERED

At the **policyholder's** request **we** will indemnify the **hirer** for all sums which the **hirer** becomes legally liable to pay as damages and **costs and expenses** following a claim against them for accidental:

- **bodily injury** to any person
- **damage** to the **premises** or its contents belonging to the **policyholder** or for which the **policyholder** is responsible
- **damage** to other material property not belonging to nor in the custody or control of the **hirer**

occurring during the **period of insurance** in connection with the **hirers'** activities and happening at the **premises**, provided the **hirer** keeps to all the terms of this endorsement.

Within **costs and expenses**, **we** will also pay the cost of legal representation at any Coroner's Inquest, Fatal Accident Inquiry or Court of Summary Jurisdiction incurred with **our** written consent.

WHAT IS NOT COVERED

1. £250 **excess** for each **claim** for **damage** to material property or the **premises**.
2. Liability covered by any other policy or indemnity.
3. **Damage** to material property:
 - a) or any part on which the **hirer** or any **hirer's employee** is or has been working where the **damage** results from such work
 - b) belonging to or held in trust by the **hirer** or borrowed, rented, leased or hired for use by the **hirer** other than:
 - i. personal property (including vehicles and contents) of the **hirer's** visitors, partners, directors or **hirer's employees**
 - ii. the **premises** or its contents hired under the **agreement**.
4. Fines, penalties or punitive, exemplary, aggravated or multiplied damages.
5. Liquidated damages.
6. Any compensation awarded by a court of criminal jurisdiction.
7. Liability directly or indirectly caused by, resulting from or in connection with:
 - a) an **act of terrorism** regardless of any other contributory cause
 - b) any action taken in controlling, preventing, suppressing or in any way relating to an **act of terrorism**.If **we** allege that by reason of this exclusion any **claim** is not covered by this endorsement the burden of proving the contrary shall be upon the **hirer**.
8. Any liability directly or indirectly arising out of, or in any way connected with, any actual or alleged:
 - a) physical or psychological abuse, or
 - b) the intentional inappropriate administration or non-administration of any drug, medicine or substance, or
 - c) conduct of a sexual nature including sexual molestation, assault, gratification, coercion, harassment or pressure of any kind, or
 - d) repeated or continuing threatening abusive or insulting words or behaviour.
9. Liability arising from:
 - a) **bodily injury** to any **hirer's employee**
 - b) use of the **premises** by any lobbying, political or activist groups
 - c) any of the following activities:
abseiling, aerial activities of any kind, air rifle or clay pigeon shooting, archery, American football or Australian rules football, animal riding of any kind, assault courses, climbing (other than children's playground equipment), firewalking, firework displays or bonfire events, forest school activities, Gaelic football, go-karting, gymnastics, javelin throwing, martial arts or fighting sports of any kind, Olympic style weightlifting, paint-balling, parkour or freerunning, powerlifting, professional sport of any kind, racing or time trials (other than on foot), rugby, water activities of any kind (other than swimming) or zorbing
 - d) football where:
 - i. the **hirer's** football team(s) is (are) participating in a league system (including official training and practice sessions)
 - ii. the **hirer** manages, controls or organises a football league system
 - e) any activity that involves the use of:
airborne lanterns, bicycles (other than for normal road use), cables or wires, climbing walls, elastic ropes, fireworks or explosive items, land or kite or fly boards of any kind, land or sand or ice yachts of any kind, motorised fairground rides, water based play inflatables, roller blades, rope courses, sandboards, segway vehicles, skates, skateboards and hoverboards, skis, sleds, snowboards, snowtubes of any kind, toboggans, weaponry or zip wires
 - f) use of the **premises** by commercial organisations for business activities
 - g) error or omission in the provision of professional services
 - h) treatment of any kind (other than first aid)
 - i) counselling, advice, design, formula or specification whether given for a fee or not
 - j) **defamation**
 - k) or caused by goods (including their containers, packaging, labelling or instructions) sold, supplied, hired out, constructed, installed, erected, serviced, repaired, altered, processed, treated or otherwise worked upon by or on behalf of the **hirer** other than food or drink sold or supplied by the **hirer** for consumption on the **premises** in connection with the **hirer's** activities
 - l) ownership, possession or use by the **hirer**, or on the **hirer's** behalf, or any person entitled to cover under this extension, of any:
 - i. watercraft (other than hand or foot propelled) and craft designed to travel through air or space
 - ii. mechanically propelled vehicles (other than loading and unloading unless cover is provided by any other policy)
 - m) **damage** to, or the cost incurred by anyone in recalling, replacing, repairing or reinstating goods, or in making any refund on the price paid for any goods sold or supplied

Continued...

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Continued...

- n) an agreement unless liability would have existed without the agreement
 - o) any offence under the Corporate Manslaughter and Corporate Homicide Act 2007 or any replacement or amending legislation committed or alleged to have been committed by the **hirer**.
10. **Damage**, consequential loss, liability, cost or expense directly or indirectly caused by, or contributed to by, or arising from:
- a) ionising radiation from, or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
 - c) any weapon or device employing atomic or nuclear fission and/or fusion, or other like reaction, or radioactive force or matter
 - d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter
- Part d) does not extend to radioactive isotopes other than nuclear fuel or nuclear waste when such isotopes are on the property insured and are being prepared, stored or used in the normal course of operations by the **hirer** or **policyholder** for the commercial, agricultural, medical, scientific or other similar peaceful purposes for which they were intended
- e) any chemical, biological, bio-chemical or electromagnetic weapon.
- However, this exclusion does not apply to losses arising from naturally occurring radioactive gases released from the earth such as Radon.
11. **Damage**, consequential loss, liability, cost or expense directly or indirectly occasioned by happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power.
12. Any liability, cost or expense arising from pollution or contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **period of insurance**.
- All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.
- Pollution or contamination shall be deemed to mean:
- a) all pollution or contamination of buildings or other structures or water or land or the atmosphere; and
 - b) all **damage** or **bodily injury** directly or indirectly caused by such pollution or contamination.
13. Any liability arising from **damage** to information represented or stored electronically including but not limited to code or series of instructions, operating systems, software programs or firmware.
14. Any liability arising directly or indirectly from:
- a) any mining, processing, manufacturing, removing, handling, disposing of, treatment of, distributing or storing of **asbestos**
 - b) fears of the consequences of exposure to, or inhalation of **asbestos**.

Claims settlement for Hirers' Public Liability Extension

The most **we** will pay, including **costs and expenses**, for:

- all **claims** in total if more than one party is entitled to cover for the same occurrence
 - all **claims**, in any one **period of insurance**:
 - caused by food or drink sold or supplied
 - arising from pollution or contamination
 - any **claim** for liability other than relating to food or drink sold or supplied or pollution or contamination
- is £2,000,000.

This limit forms part of, and is not in addition to, the indemnity limit for the **policyholder's** Public and Products Liability cover.

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435 HIRERS' PUBLIC LIABILITY EXTENSION (£2M INDEMNITY LIMIT)

Continued...

General Conditions for Hirers' Public Liability Extension

1. LANGUAGE AND LAW APPLICABLE

We will communicate with the **policyholder** and the **hirer** in English at all times.

Cover under this endorsement shall be governed by and construed in accordance with the law of England and Wales unless the **policyholder's** legally registered address is located in Scotland in which case the law of Scotland shall apply. If there is any dispute as to which law applies it shall be English law.

2. RIGHTS OF THIRD PARTIES

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

3. CANCELLATION

If the **policyholder's** policy is cancelled in accordance with its terms and conditions then the insurance by this endorsement is cancelled at the same time and cover for any hiring after the cancellation date of the policy will accordingly no longer be effective.

It is the **policyholder's** responsibility to advise the **hirer** of cancellation that affects any **agreement**.

4. FRAUD

If the **hirer** or anyone acting for the **hirer** or any other person claiming to obtain benefit under this endorsement:

- make(s) a false, fraudulent or exaggerated **claim**
- support(s) a **claim** by any false or fraudulent document, device or statement
- cause(s) an event by a wilful or wrongful act which results in a **claim**

then **we**:

- will not pay the **claim** and **we** have the right to recover from the **hirer** any part payments made prior to discovery of the fraudulent act
- have the right to:
 - a) refuse any **claim** arising after a fraudulent act
 - b) cancel the cover by this endorsement from the date of a fraudulent act even if this policy or endorsement expired before the discovery of the fraudulent act
(If **we** cancel this endorsement, **we** will notify the **policyholder** in writing by special delivery to the **policyholder's** last known address)
 - c) keep the premium.

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

5. CLAIMS PROCEDURE (POLICYHOLDER AND HIRERS DUTIES)

It is a condition precedent to **our** liability under this extension that the **policyholder** and the **hirer** comply with the following (at their expense).

a) When the:

- **hirer** becomes aware of a possible **claim**, the **hirer** shall notify the **policyholder** as soon as is reasonably possible,
- **policyholder** becomes aware of a possible **claim**, the **policyholder** shall notify **us** as soon as is reasonably possible.

b) If the **claim** relates to, or includes, any allegations or proceedings made against the **hirer**, or any person who is entitled to indemnity under this extension, the **policyholder** and the **hirer** shall:

- not admit, deny, negotiate or agree a settlement without **our** written consent
- send to **us**, unanswered, every writ, summons or other communication immediately it is received without making any acknowledgement
- send to **us** written details of any related inquest, legal inquiry, prosecution or procedure immediately it is known to the **policyholder** or the **hirer**.

c) The **policyholder** and the **hirer** shall:

- give all assistance, information and documentation **we** may reasonably require within any reasonable timescales **we** may set
- not abandon any property to **us**.

d) If requested by **us** the **policyholder** or the **hirer** shall:

- complete **our** appropriate claim form
- provide a statutory declaration of the truth of the **claim**.

We will not deal with, continue to deal with or pay, any **claim** if the **policyholder** or the **hirer** fail to comply with any part of this condition where such failure adversely affected **our** liability for, or the amount of, any **claim**. Any payment on account of a **claim** already made by **us** shall be repaid to **us**.

6. CLAIMS PROCEDURE (OUR RIGHTS)

If the **policyholder** agrees that **we** may indemnify the **hirer** for a **claim** under this extension, **we** have the right to:

- settle any liability **claim** by payment of the indemnity limit (less any sum or sums already paid or incurred) or any less amount for which, at **our** discretion, the **claim** can be settled. **We** will then relinquish control of the **claim** and be under no further liability
- at any time, and at **our** expense, to:
 - i. start, take over, defend and conduct any legal action in the name of the **hirer**
 - ii. prosecute in the name of the **hirer** for **our** benefit any **claim** for indemnity or damages and **we** will have full discretion in the conduct and settlement of any such action.

Continued...

435 HIRERS' PUBLIC LIABILITY EXTENSION (£2M INDEMNITY LIMIT)

Continued...

General Conditions for Hirers' Public Liability Extension

7. OTHER INSURANCE

If at the time any **claim** arises under this extension the **policyholder** or the **hirer** is, or would be, but for the existence of this extension, entitled to cover under any other insurance, **we** will only pay for any additional amount beyond the amount which would have been payable under such other insurance had this extension not been effected.

8. ARBITRATION

Provided **we** have admitted liability for a **claim**, any unresolved dispute as to the amount to be paid shall be referred to arbitration in accordance with the statutory provisions in force at the time to:

- an agreed arbitrator, or if an arbitrator cannot be agreed
- an arbitrator appointed by the Chartered Institute of Arbitrators following a request from either party provided they have given seven days written notice to the other party.

The **policyholder** must not take legal action against **us** over the dispute before the arbitrator has reached a decision.

9. SANCTIONS

We shall not provide any cover under this policy or be liable to pay any **claim** or provide any benefit to the extent that the provision of such cover, payment of such **claim** or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

If any such sanction, prohibition or restriction takes effect during the **period of insurance you** or **we** may cancel that part of this policy which is affected with immediate effect by giving such notice in writing.

In such circumstances, **we** shall return a proportionate premium for the unexpired period of cover provided no **claims** have been paid or are outstanding.

10. REASONABLE CARE (HIRERS' DUTIES)

At all times during the currency of this extension, the **hirer** must take reasonable steps to ensure:

- appropriate precautions are in place to prevent accidents, **damage** or **bodily injury**,
- any property on hire from the **policyholder** is protected
- appropriate care in the selection and supervision of the **hirer's employees**
- all statutory and other obligations and regulations imposed by any authority are complied with.

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