

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

Agent

A D S Ins Brokers Ltd (Charity Offices)  
 136 Turners Hill  
 Cheshunt  
 Herts  
 EN8 9BN

Phone: 01992 636324  
 UK 4367

Agent Ref: CHA212

Policyholder

Carlisle One World Centre  
 2 Lowthians Lane  
 English Street  
 Carlisle  
 CA3 8JR

501493

Policy number	<b>CHA212/CCW 2362838</b>	Reason	<b>New Business</b>
Policy type	<b>Charity and Community Connect</b>		
Period of insurance from	<b>0:01 Hrs 1/09/21</b>	Premium	£340.80
	<b>to Midnight 31/08/22</b>	Insurance Premium Tax (IPT)	£40.89
		<b>Total premium</b>	<b>£381.69</b>

**OBJECTIVES OF THE CHARITY OR ORGANISATION:**

To raise awareness of how actions as individuals, as communities and as a nation affect the wider world. support the economically and socially deprived, both locally and globally, Campaign for justice throughout the world. No demonstrations take place. Meetings and awareness talks, videos at events, steering groups talks, Maintaining Fairtrade City city status in shops.

**CHARITABLE ACTIVITIES OF THE INSURED:**

a) The following activities which you have declared to us:  
 To raise awareness of how actions as individuals, as communities and as a nation affect the wider world. support the economically and socially deprived, both locally and globally, Campaign for justice throughout the world. No demonstrations take place. Meetings and awareness talks, videos at events, steering groups talks, Maintaining Fairtrade City city status in shops.

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**ADDITIONAL RISK INFORMATION**

b) The following activities are automatically included:

- \* attendance at trade shows, exhibitions, conferences, meetings and seminars
- \* clean-ups and litter picks
- \* clerical and non-manual work
- \* collection and delivery work
- \* domestic work, including domestic gardening
- \* firework and/or bonfire events not exceeding an attendance of 100 persons at any one time
- \* fundraising events, other than firework and/or bonfire events, not exceeding an attendance of 1,000 persons at any one time
- \* recreational activities

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

**FLOATING LOCATIONS**

in addition to the correspondence address:

None

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**SCHEDULE**

**Location: Floating cover applicable to all locations as specified under this policy CA3 8JR**

Your No Claims Discount is 0 year(s)

<b>SECTION</b>	<b>EXCESS</b> (Unless another amount is stated by endorsement or in the policy wording)	<b>COVER</b>
1 BUILDINGS Sum Insured Tenants improvements		NOT OPERATIVE £0 £0
2 CONTENTS including Accidental Damage Contents, Electronic and Computer Equipment Stock	£75	OPERATIVE £17,000 £1,000
3 ALL RISKS Sum Insured (as per enclosed specification)	£75	OPERATIVE £3,000
4 MONEY Limit during working hours Limit in transit Limit in bank night safe Limit in Safe Personal Accident (Assault) Capital Benefits Weekly Benefits for persons aged 16 to 75 years		NOT OPERATIVE £0 £0 £0 £0 £0 £0
5 BUSINESS INTERRUPTION A - Loss of Income (max. indemnity period 00 months) B - Extra Expenses (max. indemnity period 00 months) C - Gross Profit (max. indemnity period 00 months) D - Rental Income (max. indemnity period 00 months)		NOT OPERATIVE £0 £0 £0 £0
6 BOOK DEBTS Sum Insured		NOT OPERATIVE £0
7 EMPLOYERS LIABILITY Indemnity Limit		OPERATIVE £10,000,000
8 PUBLIC & PRODUCTS LIABILITY Indemnity Limit including Libel and Slander	£100	OPERATIVE £5,000,000 £100,000
9 PROFESSIONAL INDEMNITY Indemnity Limit Retroactive date -		NOT OPERATIVE £0
10 PROPERTY OWNERS LIABILITY Indemnity Limit		NOT OPERATIVE £0
11 LOSS OF LICENCE Sum Insured		NOT OPERATIVE £0

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**SCHEDULE**

<b>SECTION</b>	<b>EXCESS</b> (Unless another amount is stated by endorsement or in the policy wording)	<b>COVER</b>
12 PERSONAL ACCIDENT		NOT OPERATIVE
13 COMPUTER BREAKDOWN		NOT OPERATIVE
Computer equipment		£0
Data		£0
14 REFRIGERATED CONTENTS		NOT OPERATIVE
Limit any one Unit		£0
Total Sum Insured		£0
15 GOODS IN TRANSIT		NOT OPERATIVE
Own Vehicle Limit		£0
Limit any one package		£0
Limit any one consignment		£0
16 TRUSTEES & DIRECTORS INDEMNITY	£250	OPERATIVE
Indemnity Limit		£100,000
Retroactive date -		
17 FIDELITY GUARANTEE	£250	OPERATIVE
Indemnity Limit		£50,000
Retroactive date - 1/09/2021		
18 PR CRISIS COMMUNICATION	£250	OPERATIVE
Up to 25% contribution to a claim or excess if greater		
Sum Insured		£25,000
19 MOTOR POLICY COMPENSATION		NOT OPERATIVE
Limit any one driver/person		£0
20 LEGAL EXPENSES		NOT OPERATIVE
Indemnity Limit		£0



Policy number CCW 2362838

**SCHEDULE**

**Endorsements**

062 - Declarations  
317 - Policy Changes Sept 2020 (Infectious disease)  
482 - Policy Changes April 2018

215 - Activities  
323 - Cyber Loss (Property) General Exclusion  
483 - Policy Changes May 2018



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**ALL RISKS SPECIFICATION**

Item number	Description	Geographical Limits	Sum Insured
<b>Location: Floating cover applicable to all locations as specified under this policy CA3 8JR</b>			
1	Unspecified property subject to a single item limit of £1,000.	British Isles	£3,000
<b>Total:</b>			<b>£3,000</b>



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**ENDORSEMENTS**

62 DECLARATIONS

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

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**ENDORSEMENTS**

215 ACTIVITIES

1. EXCLUDED ACTIVITIES

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

a) Liability arising from any of the following activities:

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>i.           <ul style="list-style-type: none"> <li>• abseiling</li> <li>• aerial activities of any kind</li> <li>• American football or Australian rules football</li> <li>• climbing requiring the use of hands as well as feet (other than children's playground equipment)</li> <li>• fire walking</li> <li>• firework and/or bonfire events organised or run by any <b>professional supplier</b></li> <li>• glacier walking or trekking</li> <li>• Gaelic football</li> <li>• gorge walking and the like</li> <li>• gymnastics</li> </ul> </li> <li>ii. football where:           <ul style="list-style-type: none"> <li>- <b>your</b> football team(s) is (are) participating in a league system (including official training and practice sessions)</li> <li>- <b>you</b> manage, control or organise a football league system.</li> </ul> </li> <li>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).</li> </ul> | <ul style="list-style-type: none"> <li>• horse, pony or donkey riding of any kind</li> <li>• martial arts or fighting sports of any kind</li> <li>• Olympic style weightlifting</li> <li>• parkour or freerunning</li> <li>• powerlifting</li> <li>• professional sport of any kind</li> <li>• racing or time trials (other than on foot)</li> <li>• rugby</li> <li>• tree climbing</li> <li>• underground activities of any kind including but not limited to caving and potholing.</li> </ul> |
|--|---|

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

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>• airborne lanterns</li> <li>• bicycles other than for normal road use</li> <li>• cables or wires</li> <li>• elastic ropes</li> <li>• fireworks or explosive items (other than as specifically stated as part of <b>your</b> Charitable Activities shown in the schedule)</li> <li>• land, kite or fly boards of any kind</li> <li>• land, sand or ice yachts of any kind</li> <li>• motorised fairground rides</li> <li>• roller blades</li> <li>• sandboards</li> </ul> | <ul style="list-style-type: none"> <li>• segway vehicles</li> <li>• skates</li> <li>• skateboards and hover boards</li> <li>• skis</li> <li>• sleds</li> <li>• snowboards</li> <li>• snow tubes of any kind</li> <li>• toboggans</li> <li>• water based play inflatables</li> <li>• weaponry.</li> </ul> |
|--|--|

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

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

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

2. PROFESSIONAL SUPPLIERS CONTINGENCY EXTENSION

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

- |   |  |   |
|---|--|---|
| <ul style="list-style-type: none"> <li>• abseiling</li> <li>• aerial runways</li> <li>• air rifle shooting</li> <li>• archery</li> <li>• assault courses</li> <li>• BMX riding</li> <li>• clay pigeon shooting</li> <li>• climbing wall</li> <li>• climbing with ropes</li> <li>• dry slope skiing or boarding</li> </ul> | <ul style="list-style-type: none"> <li>• go-karting</li> <li>• gymnastics</li> <li>• horse, pony or donkey riding</li> <li>• ice skating</li> <li>• inflatable play equipment</li> <li>• javelin throwing</li> <li>• land, kite or fly surfing or boarding</li> <li>• land, sand or ice yachting</li> <li>• motorised fairground rides</li> <li>• Olympic style weightlifting</li> </ul> | <ul style="list-style-type: none"> <li>• paint-balling</li> <li>• powerlifting</li> <li>• roller blading</li> <li>• roller skating</li> <li>• rope courses</li> <li>• skateboarding</li> <li>• zip wires</li> <li>• zorbing.</li> </ul> |
|---|--|---|

Policy number CCW 2362838

**ENDORSEMENTS**

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

The following changes are made to this policy:

1. The policy definition of **specified disease** is deleted and of no further effect.

2. The following definition is added to this policy:

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

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

whether:

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

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

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

**WHAT IS COVERED**

1 FOOD POISONING, DEFECTIVE SANITATION, VERMIN, MURDER OR SUICIDE

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

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

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

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

**WHAT IS NOT COVERED**

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

Continued...

Policy number CCW 2362838

**ENDORSEMENTS**

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

Continued....

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

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

**WHAT IS COVERED**

**2 BOMB SCARE OR EMERGENCY ACTION**

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

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

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

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

**WHAT IS NOT COVERED**

Any:

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

4. General exclusion of infectious or communicable disease

The following general exclusion is added to this policy:

This policy does not cover:

**INFECTIOUS OR COMMUNICABLE DISEASE**

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

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

Provided that:

- this exclusion applies regardless of any concurrent or contributory cause or event or occurrence in any sequence with any other cause or event
- in the event of any conflict between this exclusion and any other provision of this policy this exclusion shall always apply and take precedence over any such other provision
- where **we** apply this exclusion the burden of proving the contrary shall be upon **you**
- this exclusion applies to all sections and extensions of this policy except those sections or extensions (where available and insured by this policy) noted below:

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

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## ENDORSEMENTS

### 323 CYBER LOSS (PROPERTY) GENERAL EXCLUSION

1. The policy definitions of **computer system**, **data** and **time element loss** are added to this policy:

**computer system**

For 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 Loss (Property) General Exclusion only this definition is as follows:  
information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **computer system**

**time element loss**

business interruption, contingent business interruption or any other consequential losses

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

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

This policy does not cover:

### CYBER LOSS (PROPERTY)

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

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

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

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

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

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

Such costs shall include all reasonable and necessary expenses incurred in re-creating, 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.

Continued....

Policy number CCW 2362838

## ENDORSEMENTS

323 CYBER LOSS (PROPERTY) GENERAL EXCLUSION

Continued....

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

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

This policy does not cover:

CYBER LOSS (PROPERTY)

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

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

Policy number CCW 2362838

## ENDORSEMENTS

483 POLICY CHANGES MAY 2018

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

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

### WHAT IS COVERED

#### 6 DATA PROTECTION

The following definition applies to this extension:

#### **data protection legislation**

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

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

The most **we** will pay for:

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

### WHAT IS NOT COVERED

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

#### Any **claims**:

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

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

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

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

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

Continued...

Date of issue 2/08/21

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## ENDORSEMENTS

483 POLICY CHANGES MAY 2018

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

Continued...

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

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

### WHAT IS COVERED

#### 2 LEGAL DEFENCE

##### a) **Costs and expenses:**

##### iii. DATA PROTECTION

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

##### 1. an individual

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

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

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

provided that:

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

### WHAT IS NOT COVERED

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

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## ENDORSEMENTS

482 POLICY CHANGES APRIL 2018

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

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

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

- organises
- runs
- supervises

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

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

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

3 SAFEGUARDING POLICY FOR CHILDREN OR VULNERABLE ADULTS

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

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

## **CERTIFICATE OF EMPLOYERS' LIABILITY INSURANCE (a)**

*(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 1998 (the Regulations), one or more copies of this certificate must be displayed at each place of business at which the policyholder employs persons covered by the policy.)*

Policy Number: **CHA212/CCW 2362838**

1. Name of policyholder:

**Carlisle One World Centre**

2. Date of commencement of insurance: **1st September 2021**

3. Date of expiry of insurance: **31st August 2022**

We hereby certify that subject to paragraph 2:-

1. the policy to which this certificate relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Jersey, the Island of Guernsey and the Island of Alderney (b)
2. (a) the minimum amount of cover provided by this policy is no less than £5 million (c)

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



Mark Hews  
Group Chief Executive Officer

**Notes:**

- (a) Where the employer is a company to which regulation 3(2) of the Regulations applies, the certificate shall state in a prominent place, either that the policy covers the holding company and all its subsidiaries, or that the policy covers the holding company and all its subsidiaries except any specifically excluded by name, or that the policy covers the holding company and only the named subsidiaries.*
- (b) Specify applicable law as provided for in regulation 4(6) of the Regulations.*
- (c) See regulation 3(1) of the Regulations and delete whichever of paragraphs 2(a) or 2(b) does not apply. Where 2(b) is applicable, specify the amount of cover provided by the relevant policy.*

**IMPORTANT NOTICE TO POLICYHOLDERS**

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

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

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

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

NB/ 4367

## 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](http://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](mailto:compliance@ansvar.co.uk).

Policy number: **CCW 2362838**

Effective from: **1/09/21**

Client ('you/your'): **Carlisle One World Centre**

#### THE CONTRACT OF INSURANCE

- This Statement of Facts must be read in conjunction with the schedule and forms part of your contract of insurance with Ansvar Insurance (we/us/our).
- If the premium is to be paid by instalments, our application form must be fully completed and received by us within 14 days of cover being incepted/renewed, otherwise payment by instalments will not be accepted by us.
- You must make sure that the information provided to us for this policy is, and will continue to be, accurate and not misleading and is a fair presentation of the risks we are accepting. In respect of the policy renewal, this includes any changes occurring during the last period of insurance. If any of the information you provide is not accurate or is misleading then we may reduce the amount we pay for any claim, or in some cases, make no payment at all, cancel your policy and retain the premium. You should keep a record (including copies of letters) of any information you give to your insurance advisor or us when renewing your policy.
- You must carefully check all policy documentation and certificates. If there are any inaccuracies then you must tell your insurance advisor or us immediately.
- Any policy issued will be governed by the law of England unless your legally registered address is located in Scotland in which case the law of Scotland will apply. If there is any dispute as to which law applies it shall be English law.
- We will communicate with you in English at all times.
- Your insurance advisor will be regarded as your agent acting on your behalf, and not on behalf of us, in respect of any information that has been provided by them.
- Our policy cover is underwritten by Ecclesiastical Insurance Office plc. The Legal Expenses cover is dealt with by DAS Legal Expenses Insurance Company Limited.

Date of issue: **2/08/21**

Policy number: **CCW 2362838**

Effective from: **1/09/21**

Client ('you/your'): **Carlisle One World Centre**

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

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

#### ORGANISATION DETAILS

- 1) Your:
  - a) organisation is a **Registered Charity**
  - b) Charity registration number is **1088693**
- 2) Year your organisation was established:
- 3) You confirm that your organisation's:
  - a) income does not exceed **£28,000**
  - b) wage roll does not exceed **£15,000**
  - c) volunteer pool does not exceed **250**
  - d) active volunteers does not exceed **250**
- 4) You confirm that you do not have any assets, employees or representation outside of England, Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man requiring cover under this policy.
- 5) You confirm that you comply with all statutory regulations, including those related to health and safety, product safety and environmental issues.
- 6) You confirm that there has been no change in your activities or legal structure in the last 12 months or have any planned changes in the next 12 months.
- 7) You confirm that you or any director, partner, trustee or committee member, either as private individuals or in connection with any business or organisation, have not been:
  - a) convicted of a criminal offence (any convictions spent under the Rehabilitation of Offenders Act 1974 can be ignored), other than motoring offences
  - b) the subject of any unsatisfied County Court Judgement, Sheriff Court Decree, bankruptcy, insolvency or voluntary agreement, or been disqualified from holding a company directorship
  - c) the subject of a prosecution, or notice of intended prosecution, under any health and safety at work, consumer protection or environmental legislation or investigation in the last three years by the Charity Commission, Revenue & Customs or any other regulatory body
  - d) the subject of any adverse publicity in the last three years, or anticipate being the subject of any adverse publicity in the next twelve months.
- 8) You confirm that you:
  - a) have not had any insurance contract cancelled or declared void, or renewal refused, or any special conditions imposed, due to:
    - i) breach of a policy condition
    - ii) non-disclosure or misrepresentation of a material fact
    - iii) claims or losses
    - iv) non-compliance with risk improvement requirements
  - b) are not aware of any circumstances that might give rise to a claim
  - c) have not had any claim(s) or loss(es) or incurred any liability, for any of the risks to be insured, within the last three years other than those stated under the relevant 'Risk location'.
- 9) Your previous insurance details:
  - a) Insurer: **Insurer not known**
  - b) Policy number:
  - c) Expiry date: **31/08/21**
- 10) You confirm that each of the premises to be insured, the buildings and outbuildings are of 'standard construction' i.e. built of brick/stone/concrete and roofed with slates/tiles/metal/concrete (we include within 'standard construction' flat felt roof area(s) not exceeding 20% of the total roof area). Any non-standard construction for buildings will be noted as '**Non-standard**' under the relevant 'Risk Location' and any further details will be shown under 'DETAILS OF ANY AMENDMENTS TO THE ABOVE STATEMENT OF FACTS DECLARED TO US'.

Policy number: **CCW 2362838**

Effective from: **1/09/21**

Client ('you/your'): **Carlisle One World Centre**

**COVER DETAILS**

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

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

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

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

**None**

Risk Location: ***Floating cover applicable to all locations as specified under this policy CA3 8JR***  
Construction: ***Standard*** Date built:  
Intruder alarm type: ***No Alarm*** Signalling: ***No Alarm***  
Stock description: ***literature***  
Claims details: ***None***

### **How my insurer helps me manage my health and safety risk**

Good health and safety standards help you to run your business successfully. Meeting the requirements of relevant regulation is a central factor in achieving this. Insurers recognise the wider benefits to society of encouraging businesses in following sensible, proportionate measures aimed at helping them to carry out their activities.

We are providing this information to help you take sensible steps to manage health and safety effectively.

Insurers will continue to settle legitimate claims. Insurers will also co-operate with businesses such as yours if you need to deal with the consequences of vexatious claims made against you.

Your insurer will always be willing to offer you guidance on what constitutes good practice in managing health and safety. This guidance should be aimed at improving the resilience of your business in dealing with civil law claims made against you, and will be proportionate to the level of risk involved.

### **Employers' liability vs public liability – what's the difference?**

Insurers provide cover for businesses' legal liabilities by issuing:

- employers' liability policies – this covers employers for injury or disease to people they **employ**; and
- public liability policies – this covers businesses for injury, disease or damage to people they **do not employ**, for example visitors.

### **The law - the Health and Safety at Work etc. Act 1974**

- This is the main law on health and safety and says that every employer is to ensure, so far as is reasonably practicable, the health and safety of employees and also persons not in their employment who may be affected by work activities.
- Your insurer expects you to take reasonable steps to comply with this requirement and other related regulations, using the guidance and tools provided by the Health and Safety Executive (or other competent organisations) to help with this aim. You can find more information at [www.hse.gov.uk/index.htm](http://www.hse.gov.uk/index.htm).
- Your insurer will not refuse to pay a claim purely because of a breach of health and safety regulations.
- Your insurer will not withdraw cover midterm purely because of a breach of health and safety regulations.

### **Who is an employee?**

There are various forms of employment. Often a working individual may not be engaged under a contract of employment. For this reason, insurers include, under an employers' liability policy, a definition of who is to be treated as an 'employee'. A typical definition would be:

- any person employed under a contract of service or apprenticeship;
- people on work experience schemes, for example, students;
- any person hired or borrowed from another employer including drivers or operators of hired in plant;
- labour only subcontractors; and
- home workers.

All these people are covered while working for and under your control in your business.

**Some common concerns**

<p><b>Documentation</b></p>	<ul style="list-style-type: none"> <li>• Insurers do not generally need you to show any formal evidence that you are keeping to health and safety regulations nor do they ask to see health and safety documents as a condition of granting insurance cover.</li> <li>• However, although it is not a legal or insurance requirement to do so, good record keeping (for example, training records, written risk assessments etc.) may be useful if you need to defend a civil law claim.</li> </ul>
<p><b>Written risk assessments</b></p>	<ul style="list-style-type: none"> <li>• If you employ fewer than five employees, there is no need for you to complete written risk assessments. However, although completing and recording risk assessments is not a legal or insurance requirement, it may help in defending any civil law claims made against you.</li> </ul>
<p><b>The role of health and safety consultants</b></p>	<ul style="list-style-type: none"> <li>• You do not need to hire a health and safety consultant. The law says that you must have access to competent health and safety advice – often, this is available from your own staff.</li> <li>• If, however, the complexity or nature of your business indicates that you do need external support, your insurer will normally recommend that you use a health and safety consultant who is listed on the Occupational Safety and Health Consultants Register. You can get more information at <a href="http://www.oshcr.org">www.oshcr.org</a>.</li> </ul>
<p><b>Testing portable electrical appliances</b></p>	<ul style="list-style-type: none"> <li>• There is no specific legal requirement for every portable electrical appliance to be tested each year and your insurer will not insist upon this when offering you insurance.</li> <li>• However, as you must maintain this equipment suitably to prevent danger, insurers recommend you follow the guidance published by the HSE, available at <a href="http://www.hse.gov.uk/electricity/index.htm">www.hse.gov.uk/electricity/index.htm</a>.</li> <li>• For specific guidance, read 'Maintaining portable electric equipment in low risk environments', available at <a href="http://www.hse.gov.uk/pubns/indg236.pdf">www.hse.gov.uk/pubns/indg236.pdf</a>.</li> </ul>

**More help**

Insurers approve the principles set out in the Association of British Insurers' Key Principles document: Health and Safety for Businesses and the Voluntary Sector. This is available at [www.abi.org.uk](http://www.abi.org.uk).

You can also find more guidance on the HSE website available at [www.hse.gov.uk](http://www.hse.gov.uk).