



# STARTER CONNECT POLICY

Arranged by



Underwritten by



# STARTER CONNECT POLICY

Thank **you** for insuring with Ansvar and **we** welcome **you** as a **policyholder**.

Please read the Policy and Schedule carefully. If **you** need any further explanation, or if **you** find any mistakes, please contact **your** insurance advisor or **us** immediately.

**You** must tell **us** about any changes which affect **your** Policy. Failure to do so could invalidate **your** cover. If **you** are not sure whether certain facts or changes are relevant please check with **your** insurance advisor or **us**.

The Schedule enclosed with this Policy shows **your** individual details. It also shows the Sections of cover which are operative together with any endorsement numbers which may apply.

Should **you** at any time be dissatisfied with **our** service, please refer to **our** Complaints Procedure together with details of **our** participation in the Financial Ombudsman Service (refer to index for appropriate page).

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**We** and **you** agree that:

- a) the basis of the contract is:
  - the information contained in the proposal, declaration or statement of facts,
  - and
  - any additional or supplementary information supplied;
- b) **you** will pay the premium;
- c) **we** will insure **you** as detailed in the Policy, Schedule and any endorsements during the **period of insurance** shown in the Schedule.
- d) the Policy, Schedule and any endorsements (including any replacements for them) are to be read together as one document.

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## Definitions

Some words or phrases in this Policy and its Schedule are in ***bold italics*** and have particular meanings that are stated below unless otherwise specified by Endorsement. These definitions apply equally where used in the singular or plural unless otherwise stated.

<b><i>abuse</i></b>	<b><i>bodily injury</i></b> , or allegations of <b><i>bodily injury</i></b> , caused by: <ul style="list-style-type: none"><li>• rape</li><li>• molestation or acts of:<ul style="list-style-type: none"><li>- a physical or psychological sexual nature</li><li>- sexual gratification</li></ul></li><li>• physical or psychological:<ul style="list-style-type: none"><li>- assault</li><li>- maltreatment</li><li>- ill-use</li></ul></li><li>• repeated or continuing contemptuous, intimidating, coarse or insulting words or behaviour</li></ul>
<b><i>asbestos</i></b>	asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos, asbestos fibres or any derivatives of asbestos
<b><i>bodily injury</i></b>	death, illness, injury or disease
<b><i>charitable activities</i></b>	<b><i>your</i></b> charitable activities which are: <ul style="list-style-type: none"><li>• undertaken with <b><i>your</i></b> full knowledge and authority</li><li>• under <b><i>your</i></b> control</li><li>• operated from premises in the <b><i>territorial limits</i></b></li></ul> provided they are not specifically excluded from cover under this Policy or within any endorsement
<b><i>claim</i></b>	<b><i>your</i></b> request to <b><i>us</i></b> for indemnity under the terms of this Policy, provided that a claim for legal liability includes a single loss or series of losses from one event consequent on or attributable to one source or original cause
<b><i>costs and expenses</i></b>	<ul style="list-style-type: none"><li>• legal costs and expenses recoverable from <b><i>you</i></b> by any claimant</li><li>• defence costs and expenses incurred with <b><i>our</i></b> written consent</li></ul>
<b><i>damage / damaged</i></b>	physical loss, destruction or damage
<b><i>data</i></b>	information represented or stored electronically including but not limited to code or series of instructions, operating systems, software programs or firmware
<b><i>employee</i></b>	any person: <ul style="list-style-type: none"><li>• under a contract of service or apprenticeship with <b><i>you</i></b></li><li>• who is hired to, supplied to or borrowed by <b><i>you</i></b></li><li>• engaged under a work experience or similar scheme</li><li>• helping as a volunteer</li><li>• who is one of <b><i>your</i></b> trustees</li></ul> while under <b><i>your</i></b> direct control and supervision and working for <b><i>you</i></b> in connection with the <b><i>charitable activities</i></b>
<b><i>excess</i></b>	the first amount of each and every agreed <b><i>claim</i></b> that <b><i>you</i></b> will be asked to pay
<b><i>offshore</i></b>	<ul style="list-style-type: none"><li>• embarkation onto a vessel or aircraft for conveyance to an offshore rig, platform or service or accommodation vessel, until disembarkation from the conveyance onto land from such offshore rig, platform or service or accommodation vessel</li><li>• whilst on any offshore rig, platform or service or accommodation vessel</li></ul>
<b><i>period of insurance</i></b>	the period shown on the Schedule for which <b><i>we</i></b> agree to accept and <b><i>you</i></b> have paid or agreed to pay the premium
<b><i>principal</i></b>	any person, local or public authority, company or firm, with whom <b><i>you</i></b> have entered into a contract for work or services
<b><i>professional supplier</i></b>	any third party individual, company or organisation, other than <b><i>you</i></b> or <b><i>your employees</i></b> , that: <ul style="list-style-type: none"><li>• organises</li><li>• runs</li><li>• supervises</li></ul> activities as a business, and provides such activities for <b><i>you</i></b> under contract with or without a fee being charged
<b><i>products</i></b>	goods (including their containers, packaging, labelling or instructions) no longer in <b><i>your</i></b> custody or control that have been sold, supplied, installed, erected, serviced, repaired, altered, treated or otherwise worked upon by <b><i>you</i></b> from or within the <b><i>territorial limits</i></b> in connection with the <b><i>charitable activities</i></b>
<b><i>territorial limits</i></b>	England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man
<b><i>terrorism</i></b>	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, ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public in fear
<b><i>we / us / our</i></b>	Ansvar Insurance Company Limited
<b><i>you / your / insured / policyholder</i></b>	the person(s), company, or organisation (including a body of trustees) named in the Schedule as the Policyholder

## Section 1 Public and Products Liability

### WHAT IS COVERED

**We** will pay all amounts which **you** become legally liable to pay as damages and **costs and expenses** for accidental:

- **bodily injury** to any person
- **damage** to material property
- obstruction, trespass, nuisance or interference with any right of way, air, light, water or other easement

occurring during the **period of insurance** and happening within the **territorial limits**:

- a) in connection with the following **charitable activities**:
- clerical work
  - collection or delivery work by **you**
  - non-manual work
  - domestic work, including domestic gardening
  - exhibitions, craft fairs or fetes provided the attendance at any one exhibition, craft fair or fete organised or run by **you** does not exceed 250 persons at any one time
  - clean-ups or litter picks
  - recreational or fund-raising activities not otherwise excluded
- b) and caused by **products**.

**We** will also pay the cost of representation at any Coroner's Inquest, Fatal Accident Inquiry or Court of Summary Jurisdiction incurred with **our** consent.

### WHAT IS NOT COVERED

1. £250 **excess** in respect of each **claim** for **damage** to material property.
2. Liability arising directly or indirectly from any:
  - a) activity, property or premises detailed on the 'Activities – Standard Exclusion' endorsement to this Policy
  - b) **abuse**
  - c) error or omission in the provision of professional services
  - d) treatment of any kind (other than first aid)
  - e) libel, slander, defamation or plagiarism
  - f) **bodily injury** to any **employee** arising out of and in the course of the **charitable activities**
  - g) ownership, repair or maintenance of buildings or land
  - h) **damage** to property:
    - i) or any part on which **you** have been working where the **damage** results from such work
    - ii) belonging to **you** or held in trust by **you** or borrowed, rented, leased or hired for use by **you** other than personal property (including vehicles and contents) of **your** visitors, partners, directors or **employees**
  - i) **offshore** activities
  - j) counselling, advice, design, formula or specification whether given for a fee or not
  - k) medical, surgical, dental, pharmaceutical or therapeutic **products**
  - l) **products** incorporated in any:
    - i) craft designed to travel through air or space
    - ii) watercraft which could affect its safety, navigation or propulsion
    - iii) mechanically propelled vehicles which could affect their safety
    - iv) gas, chemical, petrochemical or power generation plant
  - m) **damage** to or the costs of recall, replacement, alteration, repair or reinstatement of any **products** or contract work executed by **you** which is caused by a defect or its unsuitability for its intended purpose
  - n) ownership, possession or use by **you** or on **your** behalf, or by any person entitled to cover under this Policy, of any:
    - i) watercraft (other than hand propelled) and craft designed to travel through air or space
    - ii) mechanically propelled vehicles for which compulsory motor insurance or security is required other than for loading and unloading unless cover is provided by any other policy
  - o) an agreement unless liability would have existed without the agreement
  - p) mining, processing, manufacturing, removing, handling, disposing of, treatment of, distributing or storing of **asbestos**.  
However, this shall not apply where removing, handling or disposing of **asbestos** does not form part of **your** usual **charitable activities** or any contract work undertaken and
    - i) **you** have complied with any legal obligations to manage **asbestos** and
    - ii) any discovery of **asbestos** by **you** is unintentional and accidental and
    - iii) where, upon discovery of **asbestos**, all work immediately stops and
    - iv) a HSE licensed asbestos removal contractor is employed
      - to make safe the area in which the discovery is made as soon as is practicable and
      - who has Employers' and Public Liability insurance in force which provides limits of indemnity no less than those provided by **your** policies and which do not exclude the work to be carried out
  - q) fears of the consequences of exposure to, or inhalation of **asbestos**
  - r) second-hand **products** except as provided for in Extension 7 to this Section
  - s) legal action or investigation brought or commenced in any court of law outside of the **territorial limits** or is brought or commenced within the **territorial limits** to enforce an award or judgement outside the **territorial limits**.

Continued on next page

## Section 1 Public and Products Liability continued

### WHAT IS COVERED

### WHAT IS NOT COVERED

Continued ...

3. Fines or penalties.
4. Punitive, exemplary, aggravated or multiplied damages.
5. Liquidated damages.
6. Any compensation awarded by a court of criminal jurisdiction.
7. **We** will not pay any **claim** when **you** have failed to comply with the SPECIAL REQUIREMENTS for this Section and such failure caused or worsened the liability.

## Special requirements for Section 1 Public and Products Liability

**You** are required:

- 1 USE OF BOUNCY CASTLES  
if **you** use any bouncy castle, to ensure that it is:
  - supervised by responsible **employees** at all times when in use
  - not used by children under 2 years old
  - restricted to use by age group (age groups 2 to 5, 6 to 12 and over 12 years must not be mixed).
- 2 CLEAN-UPS OR LITTER PICKS  
to ensure that any person involved in clearing up litter or rubbish:
  - wears boots or other stout footwear
  - wears suitable gloves if handling any litter or rubbish
  - is instructed not to clear up, move or touch any sharp objects, needles or syringes.
- 3 SECOND-HAND PRODUCTS  
under Extension 7 of this Section, before the **products** leave **your** custody or control, to:
  - have any electrical appliance (other than a battery operated appliance) inspected and tested by a suitably qualified person (the minimum standard required is the Portable Appliance Testing qualification, such as the City & Guilds 2377-002 Certificate of Competence for the Inspection and Testing of Portable Equipment (PAT Testing) or its equivalent)
  - ensure that any other **product** is compliant with any current safety legislation or regulations
  - retain all required records under such legislation or regulations for the required period provided this period is not less than 3 years.

## Extensions to Section 1 Public and Products Liability

Subject otherwise to the terms, exceptions and conditions of this Section.

### WHAT IS COVERED

### WHAT IS NOT COVERED

- 1 HEALTH AND SAFETY AT WORK  
**We** will pay all amounts which **you** become legally liable to pay for **costs and expenses** in the defence of any criminal proceedings for an offence under:
  - the Health and Safety at Work etc. Act 1974
  - the Health and Safety at Work (Northern Ireland) Order 1978
  - similar safety legislation of the **territorial limits** committed or alleged to have been committed in the course of the **charitable activities** during the **period of insurance**, including **costs and expenses** incurred in an appeal against conviction arising from such proceedings, provided that the proceedings relate to the health, safety or welfare of persons other than **employees**.

The most **we** will pay is £250,000 for any **claim**.
- 2 INDEMNITY TO PRINCIPAL  
At **your** request **we** will pay all amounts which any **principal** becomes legally liable to pay as damages and **costs and expenses** for a claim made against them but only in respect of claims arising out of the performance of the contracted work or services by **you**, provided:
  - **you** would have been entitled to cover under this Section if the **claim** had been made against **you**
  - such parties keep to the terms of this Policy insofar as they can apply.

1. Fines or penalties of any kind.
2. Proceedings consequent upon any deliberate act or omission by:
  - a) **you** or **your** directors or partners
  - b) any **employee** responsible for compliance with the legislation.
3. Legal costs and expenses covered by any other insurance.
4. Liability for **bodily injury** or **damage** to property.

## Extensions to Section 1 Public and Products Liability continued

### WHAT IS COVERED

#### 3 CROSS LIABILITIES

If more than one party is named in the Schedule as the **insured we** will deal with any **claim** as though a separate policy had been issued to each of them.

#### 4 HIRED OR RENTED BUILDINGS

Where **you** are legally liable to pay for **damage** to property at premises borrowed, rented, leased or hired for use by **you** for the **charitable activities**, the cover provided under this Section extends to include **your** legal liability for such **damage**.

#### 5 CONSUMER PROTECTION

**We** will pay all amounts which **you** become legally liable to pay for **costs and expenses** in the defence of any criminal proceedings brought in respect of a breach of Part II of the Consumer Protection Act 1987 or in an appeal against conviction arising from such proceedings, provided that the proceedings relate to an offence alleged to have been committed during the **period of insurance** and in the course of the **charitable activities** and are brought in the **territorial limits**.

The most **we** will pay is £250,000 for any **claim**.

#### 6 FOOD SAFETY ACT

**We** will pay all amounts which **you** become legally liable to pay for **costs and expenses** in the defence of any criminal proceedings brought in respect of a breach of The Food Safety Act 1990 or in an appeal against conviction arising from such proceedings, provided that the proceedings relate to an offence alleged to have been committed during the **period of insurance** and in the course of the **charitable activities** and are brought in the **territorial limits**.

The most **we** will pay is £250,000 for any **claim**.

#### 7 SECOND-HAND GOODS (PRODUCTS LIABILITY)

**We** will pay all amounts which **you** become legally liable to pay as damages and **costs and expenses** for liability arising from the following second-hand **products**:

- electrical appliances
- other second-hand goods that are not specifically excluded in 'WHAT IS NOT COVERED' by this Extension.

### WHAT IS NOT COVERED

1. £250 **excess** other than for **claims** caused by fire or explosion.
2. Liability:
  - a) arising from an agreement unless liability would have existed without the agreement
  - b) otherwise excluded under this Section apart from property borrowed, rented, leased or hired for use by **you**
  - c) where **you** are required to insure, or pay for the insurance of, the property **damaged**.

1. Fines or penalties of any kind.
2. Proceedings consequent upon any deliberate act or omission by:
  - a) **you**, or **your** directors or partners
  - b) any **employee** responsible for compliance with the legislation.
3. Legal costs and expenses covered by any other insurance.
4. Liability for **bodily injury** or **damage** to property.

1. Fines or penalties of any kind.
2. Proceedings consequent upon any deliberate act or omission by:
  - a) **you**, or **your** directors or partners
  - b) any **employee** responsible for compliance with the legislation.
3. Legal costs, expenses, reimbursements or charges:
  - a) covered by any other insurance
  - b) arising from an order made under Section 9 of the Food Safety Act
  - c) resulting from any regulation under Section 45 of the Food Safety Act.
4. Liability for **bodily injury** or **damage** to property.

1. Liability arising from the following second-hand **products**:
  - a) upholstered furniture or bedding
  - b) gas appliances of any description
  - c) any appliance containing or using flammable liquids.

## Claims settlement for Section 1 Public and Products Liability

### LIMITS

Unless otherwise stated, the most **we** will pay for:

- all **claims**, including **costs and expenses**, in any one **period of insurance** caused by **products**
- all **claims**, including **costs and expenses**, in any one **period of insurance** arising from pollution or contamination
- any **claim**, including **costs and expenses**, for liability other than relating to **products** or pollution or contamination
- any **claim**, including **costs and expenses**, under Cross Liabilities (Extension 3) in total to all parties

is the Indemnity Limit shown in the Schedule.

## Section 2 Employers Liability

### WHAT IS COVERED

**We** will pay all amounts which **you** become legally liable to pay as damages and **costs and expenses** for **bodily injury** to any **employee** occurring during the **period of insurance** in connection with the **charitable activities** and occurring in the **territorial limits**.

**We** will also pay the cost of representation at any Coroner's Inquest, Fatal Accident Inquiry or Court of Summary Jurisdiction incurred with **our** consent.

### RIGHT OF RECOVERY

The cover under this Section shall be interpreted as being in accordance with the provisions of any law relating to compulsory insurance of liability to **employees** in the **territorial limits** but **you** shall repay to **us** all sums paid by **us** which **we** would not have been liable to pay but for the provisions of such law.

### CERTIFICATE OF EMPLOYERS LIABILITY INSURANCE

If this Section or the Policy is cancelled the Certificate of Employers Liability Insurance issued for this Section is cancelled at the same time.

### WHAT IS NOT COVERED

1. Liability:
  - a) for which compulsory motor insurance or security is required
  - b) arising in connection with **offshore** activities.

## Extensions to Section 2 Employers Liability

Subject otherwise to the terms, exceptions and conditions of this Section.

### WHAT IS COVERED

#### 1 HEALTH AND SAFETY AT WORK

**We** will pay all amounts which **you** become legally liable to pay for **costs and expenses** in the defence of any criminal proceedings for an offence under:

- the Health and Safety at Work etc. Act 1974
- the Health and Safety at Work (Northern Ireland) Order 1978
- similar safety legislation of the **territorial limits** committed or alleged to have been committed in the course of the **charitable activities** during the **period of insurance**, including **costs and expenses** incurred in an appeal against conviction arising from such proceedings, provided that the proceedings relate to the health, safety or welfare of **employees**.

The most **we** will pay is £250,000 for any **claim**.

#### 2 INDEMNITY TO PRINCIPAL

At **your** request **we** will pay all amounts which any **principal** becomes legally liable to pay as damages and **costs and expenses** for a claim made against them but only in respect of claims arising out of the performance of the contracted work or services by **you**, provided:

- **you** would have been entitled to cover under this Section if the **claim** had been made against **you**
- such parties keep to the terms of this Policy insofar as they can apply.

### WHAT IS NOT COVERED

1. Fines or penalties of any kind.
2. Proceedings consequent upon any deliberate act or omission by:
  - a) **you** or **your** directors or partners
  - b) any **employee** responsible for compliance with the legislation.
3. Legal costs and expenses covered by any other insurance.
4. Liability for **bodily injury**.

## Extensions to Section 2 Employers Liability continued

### WHAT IS COVERED

#### 3 UNSATISFIED COURT JUDGEMENTS

If any **employee** obtains a judgement for damages in respect of **bodily injury** against any company or individual operating from premises within the **territorial limits** and that judgement remains unpaid for more than six months, **we** will pay to the **employee**, at **your** request, the amount of any unpaid damages and awarded costs.

Provided:

- the **bodily injury** is caused:
  - a) during the **period of insurance**
  - b) in the course of **charitable activities**
  - c) in the **territorial limits**
- there is no appeal outstanding
- the judgement being obtained in the first instance under the jurisdiction of a court in the **territorial limits**
- the judgement relates to **bodily injury** which would otherwise be insured by this Section of the policy
- if any payment is made under this Extension the **employee** or his legal personal representatives shall assign the judgement to **us**.

### WHAT IS NOT COVERED

## Claims settlement for Section 2 Employers Liability

### LIMITS

The most **we** will pay for any **claim**, including **costs and expenses**, unless otherwise stated is:

- £5,000,000 in respect of liability directly or indirectly caused by, resulting from or in connection with any act of **terrorism**. If **we** allege that by reason of this limitation any liability for damages and **costs and expenses** is covered only up to a specified limit of liability the burden of proving the contrary shall be upon **you**
- the Indemnity Limit shown in the Schedule.

## Section 3 All Risks

### WHAT IS COVERED

**We** will pay for **damage** to **your** property, or property for which **you** have accepted responsibility, as stated in the Schedule occurring within the **territorial limits**.

### WHAT IS NOT COVERED

1. £50 **excess** increasing to £250 **excess** in respect of **damage** resulting from theft from any unattended motor vehicle.
2. **Damage** to:
  - a) **money**, securities, credit and debit cards
  - b) strings, reeds or drumheads on musical instruments
  - c) any marquee or tent caused during its erection or dismantling.
3. **Damage** caused by, resulting from or consisting of:
  - a) wear and tear, depreciation or gradually operating cause
  - b) action of light, atmospheric or climatic conditions or frost
  - c) moths, vermin, insects, parasites, woodworm, fungus, mildew or rot
  - d) mechanical or electrical fault, breakdown or failure or use contrary to the manufacturer's instructions
  - e) faulty workmanship, defective design or the use of defective materials
  - f) inherent vice or latent defect
  - g) any process of cleaning, dyeing, altering, repairing, renovating or restoring
  - h) the deliberate erasure, loss, distortion or corruption of **data**
  - i) unexplained disappearance or inventory shortage or shortage due to error or omission
  - j) marring or scratching
  - k) rise or fall in temperature.
4. **Damage** by theft of:
  - a) property from any unattended motor vehicle unless:
    - i. the property is hidden from view in a closed glove, storage or luggage compartment or boot, and
    - ii. all windows and sunroofs are securely closed and all doors, tailgate and boot are locked
  - b) any pedal cycle unless at the time of **damage** it was in a locked building or was attached by an appropriate security device to a permanently fixed structure.

## Claims settlement for Section 3 All Risks

**We** will indemnify **you** by, at **our** option, either:

- making a cash payment for
- paying for the repair of
- if **damaged** beyond repair, paying for the replacement as new of the **damaged** property.

### LIMITS

The most **we** will pay in respect of any:

- single article is the limit
- **claim** is the sum insured stated in the Schedule at the date of the **damage**.

### UNDERINSURANCE

If at the time of **damage** the sum insured is less than its full reinstatement as new value **we** will only pay the same proportion of the **damage** as the sum insured bears to the full reinstatement as new value.

### AUTOMATIC REINSTATEMENT OF SUM INSURED

The sum insured will not be reduced by a **claim** payment unless **we** give written notice to the contrary within 30 days of the **claim** notification being first received by **us**, provided that **you** take immediate steps to carry out any **damage** prevention measures that **we** may require.

### MATCHING SETS

**We** will not pay the cost of replacing any undamaged item or part of any item solely because it forms part of a set, suite or one of a number of items of a similar nature, colour or design.

## General Exclusions (Applicable to the whole Policy)

This Policy does not cover:

### 1 RADIOACTIVE CONTAMINATION

any expense, consequential loss, legal liability or **damage** to any property directly or indirectly arising from:

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.

### 2 WAR RISKS

any consequence of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.

### 3 SONIC BANGS

**damage** arising directly from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

### 4 CONFISCATION

**damage** caused by or happening through confiscation or destruction or requisition by order of any government or any public authority.

### 5 TERRORISM

A) In respect of any cover or extension under this Policy for property of any description, including **data**

any **damage**, cost, expense or consequential loss of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of **terrorism** regardless of any other contributory cause.

This insurance also excludes **damage**, cost, expense or consequential loss of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**.

If **we** allege that by reason of this Exclusion any **damage**, expense, cost or consequential loss is not covered by this Policy the burden of proving the contrary shall be upon **you**.

B) In respect of any cover or extension under this Policy for liability to third parties

liability to third parties:

- i. for damages and **costs and expenses** directly or indirectly caused by, resulting from or in connection with any act of **terrorism**
- ii. directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**.

If **we** allege that by reason of this Exclusion any liability for damages and **costs and expenses** of whatsoever nature is not covered by this Policy the burden of proving the contrary shall be upon **you**.

### 6 NORTHERN IRELAND (PROPERTY DAMAGE)

any **damage**, cost, expense or consequential loss of whatsoever nature in Northern Ireland directly or indirectly caused by, resulting from or in connection with riot, civil commotion and (except in respect of **damage** or consequential loss by fire or explosion) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation.

### 7 POLLUTION OR CONTAMINATION

A) In respect of any cover or extension under this Policy for property of any description, including **data**

pollution or contamination except (unless otherwise excluded) **damage** caused by:

- i. pollution or contamination which itself results from fire, lightning, explosion, aircraft, riot, malicious persons, earthquake, subterranean fire, storm, flood, escape of water, impact, falling trees, falling aerials, escape of oil, sprinkler leakage, subsidence, theft or attempted theft, glass and sanitary fixtures
- ii. fire, lightning, explosion, aircraft, riot, malicious persons, earthquake, subterranean fire, storm, flood, escape of water, impact, falling trees, falling aerials, escape of oil, sprinkler leakage, subsidence, theft or attempted theft, glass and sanitary fixtures which itself results from pollution or contamination.

Exclusion 7 applies solely to **your** insured property.

B) In respect of any cover or extension under this Policy for liability to third parties

liability 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:

- i. all pollution or contamination of buildings or other structures or water or land or the atmosphere; and
- ii. all **damage** or **bodily injury** directly or indirectly caused by such pollution or contamination.

## General Exclusions continued

### 8 DATE RELATED COMPUTER FAILURE

any **claim**, loss, liability or expenses caused by or arising from, directly or indirectly or in any way relating to, the failure of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software, whether **your** property or not, to:

- a) correctly recognise any date as its true calendar date
- b) capture, save or retain, and/or correctly to manipulate, interpret or process any **data** or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- c) capture, save, retain or correctly to process any **data** as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of **data** or the inability to capture, save, retain or correctly to process such **data** on or after any date

but this shall not exclude subsequent **damage** to **your** property specifically insured by the Policy or any loss not otherwise excluded which itself results from:

fire, explosion, lightning, smoke, aircraft or other aerial devices dropped from them, theft or attempted theft, impact by any road vehicle, train or animal, riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances, malicious people or vandals, storm or flood, escape of water from any tank, apparatus or pipe, escape of fuel oil from any fixed oil-fired heating installation

if covered by this Policy.

### 9 ELECTRONIC RISKS

Meaning of words specific to this Exclusion:

#### **Denial of service attack**

any actions or instructions construed or generated with the ability to **damage** or interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. Denial of service attack includes but is not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

#### **Hacking**

unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives **data** whether **your** property or not.

#### **Virus or similar mechanism**

program code, programming instruction or any set of instructions intentionally construed with the ability to **damage**, interfere with or otherwise adversely affect computer programs, **data** files or operations whether involving self replication or not. Virus or similar mechanism includes but is not limited to Trojan horses, worms and logic bombs.

A) In respect of any cover or extension under this Policy for property of any description, including **data**

- i. **damage** to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives **data** or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether **your** property or not where such **damage** is directly or indirectly
- ii. consequential loss caused by or arising from **virus or similar mechanism** or **hacking** or **denial of service attack**.

B) In respect of any cover or extension under this Policy for liability to third parties

liability arising from **damage to data**.

## General Conditions (Applicable to the whole Policy)

### 1 CONDITIONS PRECEDENT TO LIABILITY

The due observance and fulfilment of the terms of this Policy relating to anything to be done or complied with by **you** shall be conditions precedent to **our** liability to make any payment under this Policy.

### 2 GOVERNING LAW

This Policy is to be governed solely by the relevant laws of the **territorial limits** relating to **your** postal address as shown in the Schedule. If there is any dispute as to which law applies, it shall be English Law.

### 3 COOLING-OFF

If **you** are a private customer and **you** decide within 14 days of taking out this Policy that it does not meet **your** requirements, **we** will refund the premium **you** have paid provided that:

- **you** return the Schedule and any other documents **we** have issued
- there are no **claims** notified or pending.

### 4 CANCELLATION

- **We** may cancel this Policy by giving 14 days notice in writing by recorded delivery to **your** last known address. **We** shall return a proportionate part of the premium for the unexpired period of the Policy.
- **You** may cancel this Policy but **you** will not be entitled to a return of premium unless **we** have agreed to transfer cover onto another Ansvar policy.

### 5 SUBROGATION

Before or after **we** settle any **claim** under this Policy **you** shall, at **our** request and at **our** expense do, or permit to be done, anything necessary or reasonably required by **us** in order to:

- enforce any rights and remedies against
- obtain relief or indemnity from other parties, to which **we** would be entitled after settlement of that **claim**.

### 6 CLAIMS PROCEDURE (YOUR DUTIES)

When **you** become aware of a possible **claim** under this Policy **you**:

- shall (at **your** expense):
  - a) notify **us** immediately
  - b) immediately tell the police if **damage** is caused by theft, attempted theft, malicious acts, riot or civil commotion
  - c) take all practical steps to recover any property lost or to minimise the **damage**
  - d) within 30 days (7 days in the case of **damage** by riot, civil commotion, strikers, labour disturbances and malicious persons) advise **us** in writing giving full details, and complete **our** appropriate claim form
  - e) give all assistance, information and documentation **we** may reasonably require within any timescales **we** may set at the time
  - f) send to **us**, unanswered, every writ, summons or other communication immediately it is received
  - g) send to **us** written details of any related inquest, legal inquiry, prosecution or procedure immediately it is known to **you**
  - h) if **we** require, provide to **us** a statutory declaration of the truth of the **claim**.
- shall not:
  - a) admit, deny, negotiate or settle a **claim** without **our** written consent
  - b) abandon any property to **us**.

### 7 CLAIMS PROCEDURE (OUR RIGHTS)

If **you** make a **claim** under this Policy **we** have the right:

- to enter any building where **damage** has occurred and take, and keep, possession of any property covered by this Policy
- to the salvage of any property covered by this Policy
- at any time to start, take over, defend and conduct any legal action or prosecution in **your** name
- 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.

### 8 OTHER INSURANCE

- If at the time of a **claim** there is any other insurance covering anything insured by this Policy, other than in respect of insurances for legal liabilities, **we** will only pay **our** proportionate share.
- In respect of any covers, including their respective extensions and endorsements, for legal liabilities **we** will only pay for any amount over the limit obtainable under such other insurance which is or would be payable but for the existence of this Policy.
- If any other insurance is subject to any condition of underinsurance (average) the appropriate cover under this Policy will be subject to the same condition of underinsurance (average) if it is not already included.

### 9 FRAUD

If **you** or anyone acting for **you** makes a **claim** under this Policy knowing the **claim** to be false in any respect, **we** will not pay the **claim** and all cover under this Policy ceases.

### 10 MISREPRESENTATION, MISDESCRIPTION OR NON-DISCLOSURE

This Policy will be voidable if there is any misrepresentation, misdescription or non-disclosure of any material fact or detail.

## General Conditions continued

### 11 REASONABLE CARE

At all times **you** must take all reasonable steps to:

- prevent or minimise **damage** or **bodily injury**
- protect the property covered under this Policy
- maintain the property covered under this Policy in a good state of repair
- exercise and use reasonable care in the selection and supervision of **employees**
- comply with all statutory and other obligations and regulations imposed by any authority
- make safe or repair any defects in the property covered under this Policy immediately they are identified.

### 12 ALTERATION OF RISK

**You** must tell **us** immediately:

- **you** become aware of any changes in circumstances which increase the risk of **damage**, accident or liability, such as a change in the **charitable activities**
- **your** interest ceases, except by will or operation of law
- if an administrator, liquidator or receiver is appointed or if **you** enter into a voluntary arrangement.

**You** will not be covered under this Policy unless such changes have been accepted by **us** in writing.

### 13 RIGHTS OF THIRD PARTIES

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

## Endorsements

The following endorsements and any supplementary endorsements are operative only if the number shown against them appears in the Schedule.

Each endorsement is subject otherwise to the terms, exceptions and conditions of the Policy.

### 212 ACTIVITIES – STANDARD EXCLUSION

The following additional exclusion is added to Section 1 (Public and Products Liability):

**We** do not cover liability arising:

a) from any of the following activities:

- abseiling
- aerial activities of any kind
- climbing of any kind
- dry slope skiing
- fire walking
- football that is played within a league system
- gorge walking and the like
- gymnastics
- horse or pony riding of any kind
- landboarding
- professional sport of any kind
- racing or time trials other than on foot
- rugby and other contact sports
- trampolining
- underground activities of any kind
- water activities, other than:
  - swimming or snorkelling
  - the use of hand or foot propelled watercraft on inland waterways or lakes provided they are not used in any white water activity
- weightlifting
- winter sports

b) from any activity that involves the use of:

- bicycles other than for normal road use
- cables, ropes, or wires
- elastic ropes
- fireworks or explosive items
- ice skates
- mechanically propelled vehicles
- motorised fairground rides
- play inflatables other than bouncy castles
- roller skates, roller blades or skateboards
- weaponry.

Subject to the terms, exceptions and conditions of Section 1 (Public and Products Liability), cover by Section 1 includes the following specified activities whilst under the overall control of any **professional supplier** of such activities, subject to the ACTIVITIES REQUIREMENT stated below:

Specified activities:

abseiling, aerial runways, air rifle shooting, archery, assault courses, BMX riding, clay pigeon shooting, climbing with ropes, canoeing (excluding white-water), go-karting, ice skating, inflatable play equipment that is land-based, javelin throwing, kayaking (excluding white-water), motorised fairground rides, paint-balling, roller blading, skateboarding, wind surfing

The Activities – Standard Exclusion does not apply to the extent that cover is provided by this Endorsement.

#### ACTIVITIES REQUIREMENT

**We** will not pay any **claim** under this Endorsement unless prior to the activity commencing **you** have:

- a) either:
  - i) made a check of the public liability insurance held by the **professional supplier** of that activity to ensure that appropriate cover would be in force for the contracted activity
  - or
  - ii) reasonable grounds to believe that:
    - the **professional supplier** is required to be licensed to operate by the local authority or other appropriate regulatory body and that
    - public liability insurance is required to be held for the contracted activity by the **professional supplier** in compliance of such licence to operate.
- b) confirmed with the **professional supplier** that the appropriate level of facilities and supervision will be provided for **your** activity participants, particularly in relation to those with physical or mental disabilities.
- c) obtained written and signed confirmation from the parent or guardian of each activity participant up to and including the age of 16, or of any age whose special needs require an appointed guardian, that:
  - i) there is no medical reason to prevent;
  - ii) they have agreed to; their charge taking part in the activity concerned.

## Making a Claim

- \* Check the Policy carefully to see that cover is operative. If in doubt, contact **your** insurance advisor or **us**.
- \* Tell **your** insurance advisor or **us** immediately by telephone, letter, fax or e-mail.  
Ansva Insurance Company Limited, Ansva House, St. Leonards Road, Eastbourne, East Sussex, BN21 3UR  
Tel: 01323 737541 Fax: 01323 739355 email: [ansvar.claims@ansvar.co.uk](mailto:ansvar.claims@ansvar.co.uk)
- \* **We** may appoint an independent loss adjuster or investigator to deal with **your claim**.
- \* If possible, two competitive estimates for repair or replacement of **damaged** property should be obtained.
- \* Do not delay sending in the **claim** form while waiting for estimates - just state they are being obtained.
- \* Tell the police as soon as **you** can if property is stolen, maliciously **damaged**, or a valuable item is lost, and obtain a crime reference number.
- \* When necessary, **you** should arrange for emergency repairs to be carried out to prevent further **damage**.
- \* All salvage must be protected and retained for **our** inspection, unless **we** or the loss adjuster have instructed **you** to the contrary.
- \* Once **we** have agreed an estimate, **you** can get the work done and send the final account to **us** for reimbursement (subject to any Policy terms).
- \* If someone is making a **claim** against **you**, do not make any promise to pay. Send any letter or document to **us** unanswered without delay.

## The Financial Services Compensation Scheme (FSCS)

This Scheme was set up under the terms of the Financial Services and Markets Act 2000.

The aim of FSCS is to protect private and small business customers should an insurer go out of business and be unable to meet its liabilities or pay **claims**. In this event, **we** believe it is likely that the FSCS could consider churches and charities similarly to small companies i.e. **you** may be entitled to compensation depending upon **your** income and the number of people **you** employ.

FSCS may arrange to transfer **your** Policy to another insurer, provide a new policy or, if these actions are not possible, provide compensation. The maximum level of compensation **you** can receive from the Scheme for a **claim** against an insurance firm depends on the type of insurance policy.

- For compulsory insurance, such as third party motor insurance, the full amount of the **claim** or unused premiums is protected in full.
- For non-compulsory insurance, such as property insurance, the first £2,000 of a **claim** or unused premiums is protected in full followed by 90% of the remainder.

For further information:

#### FINANCIAL SERVICES COMPENSATION SCHEME

7th Floor, Lloyds Chambers, Portsoken Street, London, E1 8BN

Tel: 020 7892 7300

Fax: 020 7892 7301

email (please include full name and address with any message): [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

website: [www.fscs.org.uk](http://www.fscs.org.uk)

## Complaints Procedure

**We** aim to provide a high standard of service. However, if **you** have any reason to complain about the advice or service **you** have received **you** should contact **your** Insurance Advisor or Ansvr Insurance Company Limited.

**You** can make **your** complaint in writing or verbally to the General Manager or any manager at:

ANSVAR INSURANCE COMPANY LIMITED  
Ansvr House, St. Leonards Road, Eastbourne, East Sussex, BN21 3UR  
Tel: 01323 737541 Fax: 01323 644082  
email: [ansvar.insurance@ansvar.co.uk](mailto:ansvar.insurance@ansvar.co.uk)  
website: [www.ansvar.co.uk](http://www.ansvar.co.uk)

- **We** will acknowledge all complaints within 5 working days.
- All complaints will be investigated independently at a senior level within Ansvr Insurance.
- **We** will aim to respond formally to **your** complaint within 4 weeks, but **we** shall endeavour to report to **you** within 10 working days whenever possible.
- If after 4 weeks **we** have not completed **our** investigation **we** will write to **you** to tell **you** the progress of the investigation. **We** will then write to **you** again within 8 weeks of receiving **your** complaint with **our** response, or to inform **you** of the progress being made.
- If **you** are not satisfied with **our** response, or **we** have not completed **our** investigation after 8 weeks, **we** will inform **you** of **your** right to take the complaint to:

FINANCIAL OMBUDSMAN SERVICE  
South Quay Plaza, 183 Marsh Wall, London, E14 9SR  
Tel: 0845 080 1800  
Fax: 020 7964 1001  
email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

- If **you** are a business or a not-for-profit organisation with an annual turnover of less than £1million, **you** are entitled to refer **your** case to the Financial Ombudsman Service.

This complaints procedure does not affect **your** right to take legal proceedings.

## Other Useful Addresses

ANSVAR INSURANCE COMPANY LIMITED  
Ansvr House, St Leonards Road  
Eastbourne,  
East Sussex, BN21 3UR  
Tel: 0845 60 20 999 or 01323 737541  
Fax: 01323 644082  
[www.ansvar.co.uk](http://www.ansvar.co.uk)

FINANCIAL SERVICES COMPENSATION SCHEME  
7<sup>th</sup> Floor, Lloyds Chambers,  
Portsoken Street, London, E1 8BN  
Tel: 020 7892 7300  
Fax: 020 7892 7301  
[www.fscs.org.uk](http://www.fscs.org.uk)

THE FINANCIAL SERVICES AUTHORITY  
25 The Colonnade  
Canary Wharf  
London, E14 5HS  
Tel: 020 7066 1000  
[www.fsa.gov.uk/mgi](http://www.fsa.gov.uk/mgi)

ASSOCIATION OF BRITISH INSURERS  
Consumer Information Department  
51 Gresham Street  
London, EC2V 7HQ  
Tel: 020 7600 3333  
Fax: 020 7696 8999  
[www.abi.org.uk](http://www.abi.org.uk)

## **Insurance Advisor**

ACCESS INSURANCE SERVICES

50 Chapel View

South Croydon

Surrey

CR2 7LF

Tel: 08702 412214

Fax: 08702 421852



Ansvar Insurance Company Limited  
Ansvar House, St Leonards Road  
Eastbourne, East Sussex, BN21 3UR  
Tel: 0845 60 20 999 or 01323 737541  
Fax: 01323 644082  
Email: [ansvar.insurance@ansvar.co.uk](mailto:ansvar.insurance@ansvar.co.uk)  
[www.ansvar.co.uk](http://www.ansvar.co.uk)

Registered Office: Beaufort House,  
Brunswick Road, Gloucester, GL1 1JZ  
Registered No: 661060 England

Member of:  
Association of British Insurers (ABI)  
Financial Ombudsman Service (FOS)

Ansvar is Authorised and Regulated  
by the Financial Services Authority (FSA).  
Our FSA Register number is 202019.

To check these details on the FSA's Register:  
[www.fsa.gov.uk/register](http://www.fsa.gov.uk/register)  
Tel: 0845 606 1234

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