

215 ACTIVITIES

1. EXCLUDED ACTIVITIES

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

a) Liability arising from any of the following activities:

- i.
 - abseiling
 - aerial activities of any kind
 - American football or Australian rules football
 - climbing requiring the use of hands as well as feet (other than children's playground equipment)
 - fire walking
 - firework and/or bonfire events organised or run by any **professional supplier**
 - glacier walking or trekking
 - Gaelic football
 - gorge walking and the like
 - gymnastics
 - horse, pony or donkey riding of any kind
 - martial arts or fighting sports of any kind
 - Olympic style weightlifting
 - parkour or freerunning
 - powerlifting
 - professional sport of any kind
 - racing or time trials (other than on foot)
 - rugby
 - tree climbing
 - underground activities of any kind including but not limited to caving and potholing.
- ii. football where:
 - **your** football team(s) is (are) participating in a league system (including official training and practice sessions)
 - **you** manage, control or organise a football league system.
- iii. water activities (other than swimming, snorkelling, surfing, windsurfing or the use of non-mechanically propelled watercraft not exceeding nine metres in length whilst operated on inland waterways only or within three miles of the coast provided they are not used in any white water activity).

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

- airborne lanterns
- bicycles other than for normal road use
- cables or wires
- elastic ropes
- fireworks or explosive items (other than as specifically stated as part of **your** Charitable Activities shown in the schedule)
- land, kite or fly boards of any kind
- land, sand or ice yachts of any kind
- motorised fairground rides
- roller blades
- sandboards
- segway vehicles
- skates
- skateboards and hover boards
- skis
- sleds
- snowboards
- snow tubes of any kind
- toboggans
- water based play inflatables
- weaponry.

c) Liability arising from any activity that involves the ownership, possession or use by **you** or on **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 1 (Public and Products Liability), subject to its terms, exceptions and conditions, extends to cover the following specified activities whilst under the overall control of any **professional supplier**:

- abseiling
- aerial runways
- air rifle shooting
- archery
- assault courses
- BMX riding
- clay pigeon shooting
- climbing wall
- climbing with ropes
- dry slope skiing or boarding
- go-karting
- gymnastics
- horse, pony or donkey riding
- ice skating
- inflatable play equipment
- javelin throwing
- land, kite or fly surfing or boarding
- land, sand or ice yachting
- motorised fairground rides
- Olympic style weightlifting
- paint-balling
- powerlifting
- roller blading
- roller skating
- rope courses
- skateboarding
- zip wires
- zorbing.

330 INFECTIOUS DISEASE AND CYBER EXCLUSIONS AND DATA PROTECTION EXTENSION LIMIT

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

computer system

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

For the Terrorism section only this definition is as follows:
any computer or other equipment or component or system or item which processes, stores, transmits or receives **data**

For the Public and Products Liability section, Employers' Liability section, Professional Indemnity section, Trustees' and Directors' Indemnity section and the Cyber Loss (Property) General Exclusion only this definition is as follows:
any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back-up facility

data

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

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

For the Public and Products Liability section, Employers' Liability section, Professional Indemnity section, Trustees' and Directors' Indemnity section and the Cyber Loss (Property) General Exclusion only this definition is as follows:
information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **computer system**

2. The following definitions are added to this policy:

cyber act

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

cyber incident

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

infectious or communicable disease

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

time element loss

business interruption, contingent business interruption or any other consequential losses

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330 INFECTIOUS DISEASE AND CYBER EXCLUSIONS AND DATA PROTECTION EXTENSION LIMIT

Continued....

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

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

This policy does not cover:

INFECTIOUS OR COMMUNICABLE DISEASE

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

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

Provided that:

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

CYBER LOSS (PROPERTY)

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

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

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

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

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330 INFECTIOUS DISEASE AND CYBER EXCLUSIONS AND DATA PROTECTION EXTENSION LIMIT

Continued....

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

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

This policy does not cover:

CYBER LOSS (PROPERTY)

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

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

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

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

c) any:

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

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

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

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

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

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

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

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

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

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

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330 INFECTIOUS DISEASE AND CYBER EXCLUSIONS AND DATA PROTECTION EXTENSION LIMIT

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

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

The most **we** will pay is:

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

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

a) The following cyber exclusion is added:

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

- any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with, any **cyber act** or **cyber incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **cyber act** or **cyber incident** regardless of any other cause or event contributing concurrently or in any other sequence thereto
- any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **data** including any amount pertaining to the value of such **data**

Notwithstanding the above, no cover otherwise provided under this section for **claims made** arising from any negligent act, negligent error, negligent omission or negligent breach of duty committed in the conduct of **your activities** shall be restricted solely due to the use of a **computer system** or **data**.

b) Exclusion 2. a) is deleted and replaced by:

2. Liability directly or indirectly arising from:

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

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

No indemnity will be provided in respect of:

- any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with, any **cyber act** or **cyber incident** including but not limited to any action taken in controlling, preventing, suppressing, or remediating any **cyber act** or **cyber incident** regardless of any other cause or event contributing concurrently or in any other sequence thereto
- any loss of use, reduction in functionality, repair, replacement, restoration, or reproduction of any **data** including any amount pertaining to the value of such **data**

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

333 PARISH COUNCIL SCHEME ENDORSEMENT

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

buildings

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

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

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

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

charity

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

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

- h) a parish, town or community council

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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333 PARISH COUNCIL SCHEME ENDORSEMENT

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- 7) Under section 14 (Property Damage), in respect of any:
- a) fixed street furniture including but not limited to bus shelters, playground equipment and its associated hard or artificial surface, outdoor gym equipment, war memorials and waste bins
 - b) multi-use games areas
- the extensions of cover are not operative other than:
- Extension 2 Fees
 - Extension 3 Debris Removal
 - Extension 4 Statutory Regulation and Public Authorities.
- 8) Under section 14 (Property Damage) , the following is added to WHAT IS NOT COVERED:
- Damage to contents or stock** whilst in, or on, any:
- a) fixed street furniture including but not limited to bus shelters, playground equipment and its associated hard or artificial surface, outdoor gym equipment, war memorials and waste bins
 - b) multi-use games areas.
- 9) Under section 1 (Public and Products Liability), extension 12 PROPERTY OWNERS' LIABILITY is not operative in respect of any:
- a) fixed street furniture including but not limited to bus shelters, playground equipment and its associated hard or artificial surface, outdoor gym equipment, war memorials and waste bins
 - b) multi-use games areas.
- 10) The EXCLUDED ACTIVITIES stated within endorsement 215 ACTIVITIES, shown in the schedule, do not apply to the extent that cover is provided by this endorsement. Section 1 is deemed to cover the following additional activity(ies):
- Playground zipwires
- in connection with **your activities**, or
 - whilst under the overall control of any **professional supplier** in connection with **your activities**.

49 DAY ONE - NON-ADJUSTABLE (PROPERTY DAMAGE)

The following policy definition is added:

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

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

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

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

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

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

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

UNDERINSURANCE

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