

AGENT			
Keegan & Pennykid Insurance Brokers Ltd 50 Queen Street, Edinburgh, EH2 3HS	Telephone: Fax:	0131 225 6005 0131 226 3811	Email: mail@keegan-pennykid.com Website: www.keegan-pennykid.com

AIMS OF THE INSURED

CHARITABLE ACTIVITIES OF THE INSURED

Club organising approx. 14 open running/race events annually for members and non members. Also training activities including cycling and swimming. Associated social events.

PROFESSIONAL SERVICES (Only applicable if Professional Indemnity is operative)

POLICYHOLDER DETAILS

Name:
Carnethy Hill Running Club Ltd & Carnethy Hill Racing Club Ltd

Primary Risk Address:
35 Damhead Road Holdings Pentland Road
Edinburgh EH10 7EA

Insurer: Ansvar Insurance
Policy Number: CCP5100332
Broker Ref: CARN16CO01

Account Manager: Hazel Strachan

If any of the information contained in this schedule is incorrect or not exactly as you expected it; please contact us immediately so we may rectify this for you.

PERIOD OF INSURANCE	
From 31/08/2023	To 30/08/2024

PREMIUM	
Premium:	£462.50
Insurance Premium Tax:	£55.50
Total Premium:	£518.00

Long Term Undertaking Not Applicable	No Claims Discount 10.00%
---	----------------------------------

Policy Number: CCP5100332 SCHEDULE OF COVER

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.

SECTION	EXCESS				
1. BUILDINGS	including Accidental Damage	£	100	Buildings	Not Insured
	Subsidence Cover	£	1,000	Tenant's Improvements (Cover only applicable when endorsement 044 applies)	Not Insured Not Insured
2. CONTENTS	including Accidental Damage	£	100	Contents	Not Insured
				Electronic and computer equipment	Not Insured
				Stock	Not Insured
3. ALL RISKS		£	75	Contents away from the premises	£ 4,289
Sum Insured is the Total Sum Insured for all items. Items over the single article limit are detailed below				Geographical Limits:	UK Only
				Single Item Limit:	£0
4. MONEY		£	75	Limit in Safe	£ 2,500
				Money Limit (on the premises/in transit/in bank night safe)	£ 2,500
				Personal Accident (Assault) Capital/Weekly Benefit	Not Insured
5. BUSINESS INTERRUPTION			Nil	Loss of Income	Not Insured
				Additional Extra Expenses	Not Insured
6. BOOK DEBTS			Nil	Sum Insured	Not Insured
7. EMPLOYERS LIABILITY			Nil	Indemnity Limit	Not Insured
8. PUBLIC AND PRODUCTS LIABILITY		£	100	Indemnity Limit	£ 5,000,000
Libel and Slander sub section		£	100	Indemnity Limit	£ 100,000
				Declared Income	£ 19,234
9. PROFESSIONAL INDEMNITY		£	250	Indemnity Limit	Not Insured
				Retroactive Date:	Not Applicable
10. PROPERTY OWNERS LIABILITY		£	100	Indemnity Limit	Not Insured
11. LOSS OF LICENCE			Nil	Indemnity Limit	Not Insured
12. PERSONAL ACCIDENT			Nil	Occupational Cover	Not Insured
Benefits shown are: Death and Permanent Total Disablement/Temporary Total Disablement				Persons Aged 16 to 65 years	Death PTD TTD £10,000 £10,000 £100
				Persons Aged 66 to 75 years	£10,000 £10,000 £50
				Persons Aged 76 to 80 years	£10,000 £10,000 £25
				Persons Aged 81 to 85 years	£10,000 £10,000 £0
13. COMPUTER BREAKDOWN		£	250	Computer Equipment	Not Insured
				Data	Not Insured
14. REFRIGERATED CONTENTS		£	50	Total Sum Insured	Not Insured
15. GOODS IN TRANSIT		£	75	Own Vehicle Limit	Not Insured
16. TRUSTEES & DIRECTORS INDEMNITY		£	250	Indemnity Limit	£ 250,000
17. FIDELITY GUARANTEE		£	250	Indemnity Limit	Not Insured
18. LOSS OF REPUTATION		£	250	Sum Insured	£ 25,000
19. MOTOR POLICY COMPENSATION			Nil	Sum Insured	Not Insured
20. LEGAL EXPENSES	See Policy			Indemnity Limit	£ 250,000

NOTE: Excess shown above apply unless another amount is stated by endorsement or within the policy wording

ENDORSEMENTS APPLICABLE (Refer to policy wording or schedule for full wording)

215	Activities	028	Not Applicable
317	Policy Changes September 2020 (Exclusion of Infectious or Communicable Disease)	034	Not Applicable
340	Territorial Exclusion (Property) - General Exclusions	437	Not Applicable
483	Policy Changes April 2018	482	Policy Changes May 2018
049	Not Applicable	516	Not Applicable
062	Declarations	331	Cyber Exclusions and Data Protection Extension Limit

Policy Number:	CCP5100332	SUM INSURED SPLITS AND ENDORSEMENTS
ALL RISKS ITEMS (Applicable where items exceed the single article limit shown in the schedule)		
ITEM DESCRIPTION		SUM INSURED
Unspecified All Risks	£	4,289

Where more than one risk location exists cover applies to all risk locations shown below, other than for Buildings, Contents, Business Interruption, Money, Owners Liability and Public & Products Liability sections of this policy, which apply as follows:

BUILDINGS & CONTENTS - SUM INSURED SPLIT BY LOCATION (Applicable to multiple location policies only)

RISK ADDRESS	BUILDINGS	TENANTS IMPROVEMENTS	CONTENTS	ELECTRONIC EQUIPMENT	STOCK
35 Damhead Road Holdings Pentland Road Edinburgh EH10 7EA	£ 0	£ 0	£ 0	£ 0	£ 0
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
	£ 0	£ 0	£ 0	£ 0	£ 0

BUSINESS INTERRUPTION Applicable to: All Risk locations above
MONEY Applicable to: All Risk locations above
PUBLIC & PRODUCTS LIABILITY Applicable to: All Risk locations above
PROPERTY OWNERS LIABILITY Applicable to: All Risk locations above

Interested Parties
35 Damhead Road Holdings EH10 7EA:

NOTICE TO POLICYHOLDERS

Important - Cyber updates to your policy wording

Please note that from the policy inception, or the first renewal date of your policy, on or after the 1st January 2022, we need to make some changes to your policy. In this notice, we explain these changes and the reason for them.

Before renewing your policy, please make sure that the cover provided meets your needs. By continuing to insure with us you accept these changes and they will form part of your policy on renewal.

If we have made further changes to your policy there may be other notices that apply, please read these in addition.

We recommend that you keep this notice with your schedule and policy booklet.

Summary of changes

Cyber Loss (Property) General Exclusion

When property insurance policies were developed, computer and cyber risks were rare or did not exist; therefore no specific exclusionary language was necessary at that time. As computer technology has evolved, allied with the growth of the internet and connectivity, exposure to cyber events has increased significantly.

As cyber risks have not been insured by standard property insurances, premiums have never included such cyber risks. To cater for these new risks specific Cyber insurance covers have been developed (please ask us or your broker for details).

Following improved clarity and contract certainty in the reinsurance market as regards cyber risks, we are providing similar clarification under your policy through an additional General Exclusion 'Cyber Loss (Property)' now added to your policy.

Cyber - Liabilities

As computer technology and internet usage has evolved, the risk of exposure to cyber events has increased significantly. It was never envisaged that liability policies would need to respond to these risks. There are specific Cyber policies available in the market that include cover for Cyber liability (please ask us or your broker for details).

Following improved clarity and contract certainty in the reinsurance market as regards cyber risks, we are providing similar clarification under your policy through a new endorsement that has now been applied to various liability sections and will appear on your policy schedule.

The sections affected are those covering Public and Products Liability, Employers' Liability, Professional Indemnity and Trustees' and Directors' Indemnity.

In this notice we provide a summary of these changes.

Please note that not all policies will include all the sections listed, or you may have chosen not to include a particular section that is available, please see your schedule for the sections that apply to you.

Public and Products Liability

'Cyber act' and 'Cyber incident' are excluded. However, the exclusion does not apply to claims arising from legal liability for bodily injury to third parties or physical damage to third party property, and liability that arises under the Data Protection extension of the section.

The Data Protection extension to your section will now be subject to a limit of £1,000,000 for all claims in the period of insurance.

Employers' Liability

'Cyber act' and 'Cyber incident' are excluded. However, the exclusion does not apply to claims arising from legal liability for bodily injury to employees.

Professional Indemnity

'Cyber act' and 'Cyber incident' are excluded. However, the exclusion clarifies that a claim for negligent acts or omissions won't be excluded simply because a computer was used in providing the professional services or advice involved.

Trustees' and Directors' Indemnity

'Cyber act' and 'Cyber incident' are excluded. However, the exclusion does not apply to claims by individual insureds for their wrongful acts as trustees. The exclusion applies in full to claims by the organisation itself.

The changes above, where applicable to the policy you have chosen, are shown in the schedule under endorsement 331 Cyber Exclusions and Data Protection Extension Limit'.

28 TENANTS' IMPROVEMENTS

Where a separate sum insured for tenants' improvements is shown under the Buildings section in the schedule:

- a) any separate sum insured for **buildings** shall be deemed as excluding tenants improvements
- b) cover for tenants' improvements includes fixed external fittings, lighting, plant or equipment which **you own** as tenant of the **premises**
- c) the following extensions for Buildings under section 1 do not apply to the cover for such tenants improvements:
 - * UNDERGROUND SERVICES
 - * CAPITAL ADDITIONS
 - * DAMAGE TO GROUNDS
 - * CLEARING OR CLEANING OF DRAINS
 - * BEQUEATHED PROPERTY
 - * GLASS BOARDING UP.

34 GLASS AND SANITARY FITTINGS (BUILDINGS)

Applicable only where section 2 (Contents) is inoperative.
The following extension is added to section 1 (Buildings):

WHAT IS COVERED	WHAT IS NOT COVERED
<p>We will pay for breakage of:</p> <ul style="list-style-type: none"> * fixed glass * sanitary fittings * lamps or signs * fixed glass that forms part of multiple glazed units forming part of the buildings that is not otherwise covered by an operative event under section 1 including the: <ul style="list-style-type: none"> a) cost of necessary boarding up pending the replacement of any fixed glass which is the subject of a valid claim under this extension b) repair of frames or framework caused by such breakage c) cost of replacing any lettering, ornamentation or intruder alarm foil on fixed glass. <p>The most we will pay for any claim:</p> <ul style="list-style-type: none"> * under b) and c) is £5,000 in total * for fixed toughened, armoured, wired, curved, leaded, engraved, stained, coloured or other special glass in total is £5,000 * for breakage of lamps and signs is £5,000 <p>unless otherwise agreed by us in writing.</p>	<ol style="list-style-type: none"> 1. The amount of excess for buildings shown in the schedule. 2. Breakage caused: <ul style="list-style-type: none"> a) by repairs or alterations to the buildings b) while the buildings are unoccupied c) to property which was in any way defective at the time cover was effected d) to bulbs or tubes in lamps or signs when there is no other damage to the lamp or sign.

44 SUBSIDENCE, HEAVE OR LANDSLIP (BUILDINGS AND CONTENTS)

The following event is added to section 1 and, if operative at the same time, to section 2:

WHAT IS COVERED	WHAT IS NOT COVERED
<p>We will pay damage to:</p> <ul style="list-style-type: none"> * buildings under section 1, and * contents, electronic equipment and stock within the buildings (if section 2 is operative) <p>caused by subsidence, heave or landslip of the site on which the buildings stand.</p> <p>The most we will pay is in accordance with the claims settlement limits for each section.</p>	<ol style="list-style-type: none"> 1. The amount of the excess shown in the schedule. 2. Damage that originated prior to the inception of this cover. 3. Damage caused by or resulting from: <ul style="list-style-type: none"> a. coastal or riverbank erosion b. the compaction of infill within 10 years of construction of the buildings c. settlement d. normal shrinkage or expansion e. faulty workmanship or design or the use of defective materials f. demolition, structural alteration or structural repair of any property at the premises g. ground works or excavation at the premises. 4. Damage due solely to change in the water table level. 5. Damage to drives, car parks, paths, paved or hard-standing areas, swimming pools, walls, gates, fences, tanks, drains, pipes, cables, ducting, fittings, plant, equipment or any other immovable structures external to the buildings, unless the buildings are damaged by the same cause at the same time. 6. Damage to artificial playing surfaces.

46 LONG TERM UNDERTAKING (3 YEARS)

A discount has been allowed off the net premium on this policy. For this discount **you** agree to offer annually for three years the insurance under this policy on the terms and conditions in force at the expiry of each **period of insurance**.

You also agree to pay the premium annually in advance or, with our agreement, by instalments.

It is understood that:

- a) **we** shall be under no obligation to accept an offer to renew this policy made in accordance with this undertaking
- b) the sums insured may be reduced at any time to correspond with any reduction in value or activity.

This undertaking applies to any policy(ies) that we may issue in place and the same discount will be allowed off the net premium on the replacement policy(ies).

Payment of the premium at the renewal date immediately following the expiry of the current undertaking, as specified in the schedule, shall be deemed acceptance by you of:

- * the continuation of the undertaking for a further three years, in line with the original undertaking
- * **this undertaking and the policy terms.**

SPECIAL NOTES (not forming part of the policy wording):

1. This undertaking is a legally binding contract between you and us.
2. If you break the undertaking we are at least entitled to recover from you the total amount of discount allowed for the period of the undertaking up to the date it is broken.
3. If we make any changes to the terms and conditions that are to your benefit then the undertaking is unaffected.
4. If we make any changes to the terms and conditions otherwise than in 3. above then you are no longer required to renew the policy(ies) with us.
5. If there is a material change in the risk that requires a change in the terms and conditions before the undertaking expires then from the date of the change either a new undertaking or the existing undertaking will be (re)negotiated and agreed.
6. If you discuss this insurance with a new intermediary or any other insurer before the undertaking expires then you must tell them about its existence.

49 DAY ONE - NON-ADJUSTABLE (BUILDINGS)

You have stated to **us** in writing that the **declared value** of the **buildings**, as shown on the schedule, and the premium under section 1 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 a 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 view of the above the following amendments apply to the claims settlement provisions under section 1 (Buildings):

The underinsurance provisions are deleted and replaced with 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**, 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.

In assessing the total cost of rebuilding a deduction will be made for wear and tear and betterment.

215 ACTIVITIES

1. EXCLUDED ACTIVITIES

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

b) 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
- * 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)

c) 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 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:

* 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.	

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	WHAT IS NOT COVERED
<p>1 FOOD POISONING, DEFECTIVE SANITATION, VERMIN, MURDER OR SUICIDE</p> <p>a) poisoning caused by food or drink provided at the premises</p> <p>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</p> <p>c) any discovery of pests or vermin at the premises</p> <p>d) murder, rape or suicide at the premises.</p> <p>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.</p> <p>The indemnity period in respect of this extension only is re-defined as follows:</p> <p>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.</p>	<p>1. Costs incurred in the cleaning, repair, replacement, recall or checking of property.</p> <p>2. Any occurrence that is not at the premises.</p> <p>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.</p>

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	WHAT IS NOT COVERED
<p>2 BOMB SCARE OR EMERGENCY ACTION</p> <p>closure of the premises by a competent authority due to:</p> <p>a) bomb scare, or</p> <p>b) an emergency that could endanger human life or neighbouring property.</p> <p>The most we will pay is £2,500 for any claim.</p> <p>For the purpose of cover 2.a) (bomb scare) general exclusion 5 Terrorism does not apply.</p>	<p>Any:</p> <p>a) closure of less than 4 hours duration</p> <p>b) premises in Northern Ireland</p> <p>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.</p>

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
- 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.

331 CYBER EXCLUSIONS AND DATA PROTECTION EXTENSION LIMIT

1. The following definitions are added to this policy:

computer system

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

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

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:
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.

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 | |

3. The following cyber exclusion is added to WHAT IS NOT COVERED under each of sections 7 (Employers' Liability), 8 (Public and Products Liability) and 10 (Property Owners' 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 8.

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.

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

Under extension 6 Data Protection of section 8, wherever shown in this policy or any other endorsement in the schedule, 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.

340 TERRITORIAL EXCLUSION (PROPERTY) - GENERAL EXCLUSIONS

The following general exclusion is added to this policy.

(Applicable to the whole policy unless we say otherwise)

This policy does not cover:

TERRITORIAL EXCLUSION (PROPERTY)

The following definition is added to this policy:

excluded territory

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

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

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

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

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

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

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.

483 POLICY CHANGES MAY 2018

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

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

WHAT IS COVERED

WHAT IS NOT 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.

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.

D. 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.

E. 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

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

F. 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.

516 SUBJECT TO SURVEY(S)

Cover is agreed subject to a survey(s) being undertaken by our nominated surveyor arranged by us at our expense to verify the information provided to us and to identify if any risk improvements are required.

We will issue a risk management report to you following the survey(s) and this will include details of any risk improvements that are required. These risk improvements must be completed within the timescales specified in the report.

If any risk improvement is not carried out within the required timescale, you must advise us no later than the expiry of the timescale whereupon we may agree an alternative in writing.

If:

- a) you do not allow us to arrange or conduct the survey(s), or
- b) any risk improvement is not completed within the timescale specified and no alternative is agreed by us, or cancellation or avoidance of the policy in accordance with policy conditions
- c) following the survey(s) the information is found to be different to that originally provided **we** may amend the policy terms or cancel the policy in accordance with policy conditions.

Data Privacy Notice

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

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

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

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

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

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

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

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

Fraud Prevention

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

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

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

Further Information

For further information on how your personal data is used and your rights in relation to your personal data please refer to our Privacy Policy at www.ansvar.co.uk/privacypolicy or contact our Data Protection Officer at Beaufort House, Brunswick Road, Gloucester GL1 1JZ or on 0345 6073274 or email compliance@ansvar.co.uk.

DAS DATA PROTECTION

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

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

WHO DAS ARE

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

HOW DAS WILL USE YOUR INFORMATION

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

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

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

WHAT IS DAS' LEGAL BASIS FOR PROCESSING YOUR INFORMATION?

It is necessary for DAS to use the insured person's personal information to perform their obligations in accordance with any contract that they may have with the insured person. It is also in their legitimate interest to use the insured person's personal information for the provision of services in relation to any contract that they may have with you.

HOW LONG WILL YOUR INFORMATION BE HELD FOR?

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

WHAT ARE YOUR RIGHTS?

The insured person has the following rights in relation to the handling of their personal data:

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

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

HOW TO MAKE A COMPLAINT

If the insured person is unhappy with the way in which their personal data has been processed, the insured person may in the first instance contact the Data Protection Officer using the contact details above.

If the insured person remains dissatisfied then they have the right to apply directly to the Information Commissioner's Office for a decision. The Information Commissioner can be contacted at: -

Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF.
www.ico.org.uk

CHARITY CONNECT STATEMENT OF FACTS

Policy Number:	CCP5100332
Client (you/your)	Carnethy Hill Running Club Ltd

THE CONTRACT OF INSURANCE

- 1) 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).
- 2) 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.
- 3) You must make sure that the information provided to us for this policy is, and will continue to be, accurate and not misleading and is a fair presentation of the risks we are accepting. In respect of the policy renewal, this includes any changes occurring during the last period of insurance. If any of the information you provide is not accurate or is misleading then we may reduce the amount we pay for any claim, or in some cases, make no payment at all, cancel your policy and 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.
- 4) You must carefully check all policy documentation and certificates. If there are any inaccuracies then you must tell your insurance advisor or us immediately.
- 5) 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.
- 6) We will communicate with you in English at all times.
- 7) 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.
- 8) Our policy cover is underwritten by Ecclesiastical Insurance Office plc. The Legal Expenses cover is dealt with by DAS Legal Expenses Insurance Company Limited.

CHARITY CONNECT STATEMENT OF FACTS

Policy Number:	CCP5100332	Effective From:	31/08/2022
Client (you/your)	Carnethy Hill Running Club Ltd		

- 1) You confirm that you or any director, partner, trustee or committee member 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 can be ignored), other than motoring offences.
 - b) the subject of any unsatisfied County Court Judgement, bankruptcy or insolvency, 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 3 years, or anticipate being the subject of any adverse publicity in the next 12 months.
- 2) 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 breach of a policy condition, or due to non-disclosure or misrepresentation of a material fact, or due to claims or losses, or due to 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 as notified to us prior to the inception of this policy.
- 3) 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.
- 4) You confirm that you comply with all statutory regulations, including those related to health and safety, product safety and environmental issues.
- 5) 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 or concrete (we include within 'standard construction' flat felt roof area(s) not exceeding 20% of the total roof area) other than as notified to us prior to the inception of this policy.
- 6) For property cover, you confirm that the buildings and outbuildings (including contents therein) at each premises to be insured are:
 - a) kept in a good state of repair and are not undergoing alterations, renovations or repair beyond that of normal upkeep and maintenance work
 - b) occupied and used in accordance with your charitable activities and there are not any unoccupied buildings
 - c) not occupied for any manufacturing process or repair or where any power driven machinery is used
 - d) not in an area where flooding has occurred
 - e) not sited on a flood plain or within 500 metres of any body of water e.g. river, lake, stream or other watercourse
 - f) not located on sites that have any unusual features e.g. a bridge, railway line, river, lake, mine, quarry, gravel pit, well or cliff.
- 7) For subsidence cover, you confirm that each of the premises to be insured are located in an area free from a history of subsidence, heave, landslip or settlement and all buildings and outbuildings have never been:
 - a) damaged or affected by, subsidence, heave, landslip or settlement
 - b) underpinned or provided with other means of structural support
 - c) built on made-up or in-filled ground.
- 8) For contents cover, you confirm that you meet our minimum standard of physical security at each premises to be insured, unless otherwise agreed by us in writing.
- 9) For liability cover, you confirm that:
 - a) 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
 - b) those treatments or professional services you require cover for have been disclosed to us and specified in the schedule
 - c) you always ensure that established codes of practice and safety are complied with for such activities or work
 - d) none of your activities involve any work on ships, offshore installations or at oil or gas refineries, chemical works or airports
 - e) any professional supplier working for you must have in force their own liability insurance which provides cover for their activities
 - f) 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 or otherwise agreed by us in writing.

CHARITY CONNECT STATEMENT OF FACTS

Policy Number:	CCP5100332	Effective From:	31/08/2022
Client (you/your)	Carnethy Hill Running Club Ltd		

- 10) 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.
 - a) you comply with all statutory and other regulations imposed by any authority, and
 - b) your protection policy is fully complied with at all times and is kept up to date

- 11) 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:
 - a) prepared and implemented a written safeguarding policy that is regularly reviewed (at least annually), and
 - b) a designated safeguarding officer or named person(s) responsible for safeguarding, and
 - c) implemented safe recruitment procedures for your employees, volunteers and professional suppliers, and
 - d) provided suitable safeguarding training and information for all of your employees and volunteers, and
 - e) suitable arrangements in place for incident reporting and investigation, and
 - f) undertaken Disclosure and Barring Service (DBS) or equivalent checks at the appropriate level of all eligible persons working with children or vulnerable adults, and
 - g) retained securely or will retain securely:
 - i) a copy of your safeguarding policy and any revisions of it, and
 - ii) evidence that training has been given and received by all relevant persons, and
 - iii) employment and engagement applications, references, identity verifications, DBS checks or equivalent reference numbers, and
 - iv) records of any abuse allegations, incidents, notifications and any action taken.

- 12) For products liability cover, you confirm that you have not or do not sell or supply:
 - a) products incorporated into any aircraft, spacecraft, watercraft or mechanically propelled vehicles
 - b) products incorporated into any gas, chemical, petrochemical or power generation plant
 - c) medical, surgical, dental, pharmaceutical or therapeutic products
 - d) or export products to the United States of America or Canada.

- 13) For professional indemnity or publishers liability cover, you confirm that there has not been any incident that may give rise to threatened actions or lawsuits in respect of:
 - a) any of your publications, verbal statements or broadcasts
 - b) infringement of trademark, registered design, copyright, patent right or similar legal contest.

- 14) For fidelity guarantee cover, you confirm that you comply with our special requirements for 'best practice'.

- 15) 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.

- 16) For trustees' and directors' indemnity cover, you confirm that:
 - a) your governing documents do not prohibit the purchase of trustees' and directors' indemnity insurance
 - b) 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

- 17) There having been no change in your activities or legal structure in the last 12 months, nor are there any planned changes

- 18) (Specifically for Trustees' and Directors' Indemnity cover) the most recent accounts show a positive net worth

DETAILS OF ANY AMENDMENTS TO THE ABOVE STATEMENT OF FACTS DECLARED TO US:
--