

THE SCHEDULE: Attaching to and forming part of the Policy bearing the number below and written upon policy form FA62.
 Subject to the terms and conditions of the policy the insurance is for the period shown.

Agent Ladbrook 5A County House Waterside Business Park Rotherham Road, Dinnington S25 3QA United Kingdom		Policyholder Healthy Arts 144 Charles Street Leigh Lancashire WN7 1HD United Kingdom	
Policy Number	SPW002162	Reason	Renewal
Policy Type	Ansva Charity Protect		
Period of Insurance	from 01 September 2021 to 31 August 2022	Premium	£235.48
		Insurance Premium Tax (IPT)	£28.26
		Total Premium	£263.74
The premium includes claims experience discount of 5%			

DESCRIPTION OF THE ORGANISATION:

Arts or music group

CHARITABLE ACTIVITIES OF THE INSURED:

a) We cover the following activities which you have declared to us

- Musical performance
- Art Exhibitors
- Talks, presentations and seminars

b) We also cover the following additional activities, being:

- attendance at trade shows, exhibitions, conferences, meetings and seminars
- clerical and non-manual work
- fundraising events, other than firework and/or bonfire events, not exceeding an attendance of 500 persons at any one time
- recreational activities

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

SCHEDULE

General covers

SECTION	EXCESS (Unless another amount is stated by endorsement or in the policy wording)	COVER
1. PUBLIC AND PRODUCTS LIABILITY	£250	COVERED
Indemnity Limit		£5,000,000
2. EMPLOYERS LIABILITY		COVERED
Indemnity Limit		£10,000,000
3. ALL RISKS		NOT COVERED
4. MONEY		NOT COVERED
5. PROFESSIONAL INDEMNITY		NOT COVERED
6. TRUSTEES AND DIRECTORS INDEMNITY		NOT COVERED
7. PERSONAL ACCIDENT		NOT COVERED
8. REPUTATIONAL RISKS		NOT COVERED
9. LEGAL EXPENSES		NOT COVERED

ENDORSEMENTS

215 - ACTIVITIES

1 EXCLUDED ACTIVITIES

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

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
 - 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
- 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**.

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2 PROFESSIONAL SUPPLIERS CONTINGENCY EXTENSION

The Public and Products Liability section, 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.

482 - POLICY CHANGE APRIL 2018

The following change is 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

483 - POLICY CHANGES MAY 2018

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

- A. Under section 1 (Public and Products Liability), extension 6 for data protection is deleted and is replaced by the following:

WHAT IS COVERED

6 DATA PROTECTION

The following definition applies to this extension:

data protection legislation

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

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

The most **we** will pay for:

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

WHAT IS NOT COVERED

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

Any **claims** :

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

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B. Under section 5 (Professional Indemnity) the following additional exclusion is added to WHAT IS NOT COVERED:

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

C. Under section 9 (Legal Expenses) the following exclusion is added to WHAT IS NOT COVERED:

All **insured incidents** to 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

D. Under section 9 (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.

462 - ABUSE EXTENSION

The following extension is added to the Public and Products Liability section:

WHAT IS COVERED

ABUSE

We will pay all amounts which **you** become legally liable to pay for damages and **costs and expenses** arising out of any **claim** for accidental **bodily injury** to any person arising out of **abuse** occurring during the **period of insurance** and caused in connection with **your activities** .

The most **we** will pay, including **costs and expenses** , for all **claims** arising from **abuse** in any one **period of insurance** is the indemnity limit for Public and Products Liability shown in the schedule.

Where **abuse** of any person is continuous over more than one **period of insurance** , all such **abuse** will be deemed to have occurred during the **period of insurance** that such **abuse** first started.

Special requirements for abuse extension

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

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.

WHAT IS NOT COVERED

1. Liability for:
 - a) which an indemnity is provided by any other insurance
 - b) **bodily injury** to any **employee** .
2. Any **claim** if **you** failed to comply with a special requirement to this extension and such failure caused, or worsened the liability.