

#### Attaching to and forming part of the policy bearing the number below and written upon policy form FA29 2014. THE SCHEDULE: Subject to the terms and conditions of the policy the insurance is for the period shown. Agent Telephone 0208 651 7420 Policvholder Access Insurance Services Street Watch QPKR 5031 13 Kings Road Selsdon House 212-220 Addington Road London South Croydon **NW10 2BL** CR2 8LD **Policy Number** BPP 2254691/125 Reason Quotation **Street Watch Scheme** Premium £203.40 Policy Type Insurance Premium Tax (IPT) £24.41 Total Premium £227.81 01/12/2020 to 31/11/2021 Period of Insurance **BUSINESS DESCRIPTION:** Street Watch Scheme Name: Street Watch 25 Members: SECTION **EXCESS** COVER (Unless another amount is stated by endorsement or in the policy wording) **1 PUBLIC & PRODUCTS LIABILITY** £250 **OPERATIVE** Indemnity Limit £5,000,000 **2 EMPLOYERS LIABILITY OPERATIVE** £10,000,000 Indemnity Limit **6 PERSONAL ACCIDENT** OPERATIVE Temporary Permanent Total Death Total Disablement Person(s) insured: Benefit Disablement (per week) Employees/Committee Members/Volunteers aged 16 - 65 years £20,000 £20,000 £150 Employees/Committee Members/Volunteers aged 66 - 75 years £5,000 £50 £5,000 Employees/Committee Members/Volunteers aged 76 - 80 years £5,000 £5,000 £25 **ENDORSEMENTS** 215 - Activities 303 - Street Watch Scheme Endorsement 407 - April 2014 Revisions 432 – Policy Changes 2015 (including Insurance Act 2015 amendments)

453 - Costs In Addition and Contractual Liability Amends

482 - Policy Changes April 2018

483 - Policy Changes May 2018



# NOTICE TO POLICYHOLDERS

# SAFEGUARDING POLICY FOR CHILDREN OR VULNERABLE ADULTS

Please note that as from the first renewal date of your policy on or after the 1st April 2018, we need to make some changes to your policy:

1) Endorsement 482 POLICY CHANGES APRIL 2018 will be shown in your policy schedule to amend the special requirement, under the Public and Products Liability section, for 'Protection policy for groups working with young people or vulnerable adults'.

The revised wording is under a new title of SAFEGUARDING POLICY FOR CHILDREN OR VULNERABLE ADULTS. It is designed to be clearer about to whom these requirements apply, including *professional suppliers*, where Disclosure and Barring checks are needed and the training that needs to be given to those who work with children or vulnerable adults.

In addition to the special requirement changes, the policy definition of *professional supplier* has been amended so that the definition will apply to those under a contract with you or not.

2) The Statement of Facts document has been revised to reflect the changes made to the safeguarding special requirement. The conditions that you must comply with have been updated and are now more extensive. If you work with any children or vulnerable adults you must check the conditions and ensure you can comply with them. If you have any issues you should contact your insurance advisor or us.

# NOTICE TO POLICYHOLDERS POLICY CHANGES MAY 2018

Please note that as from the policy inception, or the first renewal date of your policy, on or after the 1<sup>st</sup> May 2018, we need to make some changes to your policy.

We are making these changes to bring your policy up to date with new standard terms and conditions. The changes explained in this notice letter, and endorsement now added to your schedule, form part of your policy and must be read in conjunction with your policy booklet, schedule and any other documentation we have issued.

By including changes to a particular section this does not mean that you have chosen to include that section; you will need to check with your current policy schedule to see which covers you have chosen to include.

Before paying your premium please make sure that the cover provided meets your needs. By insuring with us you accept the changes. If you have any questions or concerns please contact your insurance advisor or us.

# 1. Change – Data Privacy Notice

Why are we making this change?

We take data protection seriously and your privacy is important to us. There have been recent changes to data protection legislation and we want to take this opportunity to clarify how we use your data.

With effect from policy inception or renewal date on or after 1<sup>st</sup> May 2018 your policy schedule includes a new Data Privacy Notice that replaces any privacy notice which is contained in your policy or in any other documentation we have sent to you. Please note that all references to data processing previously contained in your Statement of Facts are now removed and the new Data Privacy Notice will apply.

## 2. Change – Replacement of Data Protection extension (Public and Products Liability)

Why are we making this change?

We have updated the Data Protection extension so that it covers you for third party claims for damages under the most recent data protection legislation. We have also incorporated additional cover for defence costs for certain prosecutions in connection with the legislation. This defence costs cover is for claims occurring in the current period of insurance. To further protect you we are providing some additional cover for past events that would have been covered under a previous 'claims made' policy which you become aware of in the current period of insurance, and report to us within 28 days.

With effect from policy inception or renewal date on or after 1<sup>st</sup> May 2018, endorsement 483 POLICY CHANGES MAY 2018 will be shown on your schedule. This endorsement deletes the Data Protection extension under the Public and Products Liability section in your policy booklet and replaces it with a new extension.



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# 303 STREET WATCH SCHEME ENDORSEMENT

The following special requirement is added to section 1 (Public and products liability):

#### Special requirements for Street Watch insurance:

You must comply with the following conditions. We will not cover any *claim* if these conditions have not been fully complied with unless you can show that the non-compliance could not have increased the risk of the loss arising in the circumstances in which it arose:

## MEMBERS DOGS

- if any Street Watch member is accompanied by their dog(s), you must ensure that:
- a) they hold current public liability insurance that would cover the actions of their dog(s), and
- b) the dog(s) is kept on a lead at all times.



#### ACTIVITIES 215

#### **EXCLUDED ACTIVITIES** 1.

The following exclusions are added to WHAT IS NOT COVERED under section 8 (Public and Products Liability): a) Liability arising from any of the following activities:

- abseiling
  - aerial activities of any kind ٠
  - 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 except to the extent covered under FIREWORK DISPLAY EXTENSION shown on the schedule (endorsement 684)
  - glacier walking or trekking
  - Gaelic football

  - gorge walking and the like
- gymnastics
- football where:

- horse, pony or donkey riding of any kind martial arts or fighting sports of any kind •
- parkour or freerunning
- powerlifting
- professional sport of any kind
- racing or time trials (other than on foot)
- ruabv
  - underground activities of any kind including but not limited to caving and potholing
  - weightlifting
- ii 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.
- water activities (other than swimming, snorkelling, surfing, windsurfing or the use of non-mechanically propelled watercraft iii. 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)
- Liability arising from any activity that involves the use of b)
  - airborne lanterns
  - bicycles other than for normal road use
  - cables or wires
  - elastic ropes
  - fireworks or explosive items except to the extent covered under the FIREWORK DISPLAY EXTENSION shown in the schedule (endorsement 684)
  - land, kite or fly boards of any kind
  - land, sand or ice yachts of any kind
  - motorised fairground rides
  - roller blades
  - sandboards
- 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.

#### PROFESSIONAL SUPPLIERS CONTINGENCY EXTENSION 2.

Section 1, 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 runwavs
- air rifle shooting
- archery
- assault courses
- BMX riding
- clay pigeon shooting
- climbing wall
- climbing with ropes .
- dry slope skiing or boarding

- go-karting
- avmnastics
- 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

- paint-balling
- roller blading roller skating
- rope courses
- skateboarding
- weightlifting
- zip wires
- zorbing.

- skates
- . skateboards
- skis
- sleds
- snowboards
- snow tubes of any kind ٠
  - toboggans
- water based play inflatables
- weaponry.



## 407 APRIL 2014 REVISIONS

#### SECTION 3 ALL RISKS

- Exclusion 3.d) is deleted and replaced by the following:
   3. Damage caused by or resulting from:
  - a) use contrary to the manufacturer's instructions
- 2. The following new exclusion is added:

7. **Damage** consisting of mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates.

3. Claims settlement for All Risks – the LIMITS and AUTOMATIC REINSTATEMENT OF SUM INSURED paragraphs are deleted and replaced by the following:

#### LIMITS

The most **we** will pay in any one **period of insurance** for each item listed in the All Risks Specification of the schedule is its sum insured, unless such sum insured is reinstated after a **claim** in accordance with the Automatic Reinstatement of Sum Insured.

The sum insured will be adjusted for any index-linking increases up to the completion of *reinstatement* where applicable.

Under the extensions to this section, any payment we make will only be in addition to the above where a specific extension limit applies.

#### AUTOMATIC REINSTATEMENT OF SUM INSURED

The sum insured for any item listed in the All Risks Specification of the schedule will be reinstated by the amount of any *claim we* pay, unless:

- a) the *claim* relates to the total loss of any specified item, or
- b) we or you give notice to the contrary within 30 days of notification of the claim to us and provided that, if we require, you will:
  - i. pay an additional premium based on a proportional part of the annual premium to reinstate the sum insured
  - ii. take immediate steps to carry out any *damage* prevention measures that we may specify.



432 POLICY CHANGES 2015 (INCLUDING INSURANCE ACT 2015 AMENDMENTS)

The following changes are made to *your* policy:

A. The introductory text to the policy document on page 3 is deleted and replaced by the following:

Thank you for insuring with Ansvar and we welcome you as a policyholder. We have been trading in the UK for more than 50 years with our roots firmly established as a socially responsible general insurer. Ansvar is a business division of Ecclesiastical Insurance Office plc.

Your policy wording, including the schedule, is the evidence of the legal contract for this insurance. You should read the policy and check your details in the schedule carefully. The schedule is normally reissued each time there is a change in the policy details or in the policy cover. Please contact your insurance advisor or us immediately if the policy or the schedule does not meet your insurance needs or contains any mistakes.

Should you at any time be dissatisfied with our service, please refer to our Complaints Procedure together with details of our participation in the Financial Ombudsman Service.

Underwritten by Ecclesiastical Insurance Office plc

B. The introductory text to the actual policy wording on page 7 is deleted and replaced by the following:

### FORM No. F.A. 29 (2014) Community Group Connect Policy Wording

This policy, its schedule, any endorsements and certificates are to be read together as one document. Words or phrases in **bold italics** have the particular meanings stated within the policy Definitions list.

You agree that the information provided to us for this insurance is, and will continue to be, a fair presentation of the risks we are accepting or may accept during the lifetime of the policy.

*We* will insure *you* as detailed in the policy's schedule, subject to the terms and conditions of the policy, during the *period of insurance* shown in the schedule, provided that *you* pay the premium and *we* accept the premium.

This policy shall be governed by and construed in accordance with the law of England and Wales unless **your** legally registered address is located in Scotland in which case the law of Scotland shall apply. If there is any dispute as to which law applies it shall be English law.

We will communicate with you in English at all times.

The policy includes:

- a) general exclusions and conditions. These apply to each and every section of the policy unless stated otherwise. The following general conditions are of particular importance and explain about:
  - Cancellation when **you** or **we** could cancel the policy
  - Misrepresentation what happens if **you** misrepresent the risk to **us** or fail to disclose information
  - Fraud the consequences of making a fraudulent *claim*
  - Alteration of risk what you must do if the risk changes and the consequences if you fail to tell us.
- b) special requirements. These are aimed at reducing the risk of loss, *damage* or liability. *We* will not pay a *claim* (unless *we* say otherwise) if *your* failure to keep to a special requirement causes or increases a loss.
- C. General Condition 1 CONDITIONS PRECEDENT TO LIABILITY on page 29 is deleted and is of no further effect.
- D. On pages 29 to 31 the General Conditions for 2 CANCELLATION AND COOLING-OFF (PRIVATE CUSTOMERS ONLY), 3 CANCELLATION (OTHER THAN IN GENERAL CONDITION 2 ABOVE), 9 FRAUD, 10 MISREPRESENTATION, MISDESCRIPTION OR NON-DISCLOSURE, and 12 ALTERATION OF RISK are deleted and replaced by the following:

## 2 COOLING-OFF (PRIVATE CUSTOMERS ONLY)

If you are an individual person and any part of the insurance by this policy has been requested by you for purposes which are outside your trade, business or profession then the following cooling-off and cancellation conditions apply.

## Your right to cancel in the cooling-off period

If at inception or renewal of this policy and after receiving the full written documentation (either in paper or electronic format), including the schedule, **you** change **your** mind and no longer require the cover then **you** have 14 days (cooling-off period) from either the date **you** received the full documentation or the date the cover commenced, whichever is the later, to tell **us**, or **your** insurance advisor, in writing that **you** wish to cancel the policy. In such circumstances **we** will make a full refund of premium.

If the policy is not cancelled within the cooling-off period, then the insurance is in force and **you** are committed to pay the premium.

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3 CANCELLATION (OTHER THAN COOLING-OFF IN GENERAL CONDITION 2)

Your right to cancel

- You can cancel this policy providing you give us notice in writing (including electronic format) and that there is no Long Term Undertaking in force.
  As long as you have not made a claim we will refund the premium for the remainder of the period of insurance, suitably adjusted if the premium is
- As long as you have not made a *claim we* will return the premium for the period of insurance, suitably adjusted if the premium paid by instalments and provided that the amount of refund due is not less than £25.
- If you have made a claim in the current period of insurance then the full annual premium is due and no refund will be allowed. If the premium is paid by instalments then any premium owing for the remainder of the period of insurance must be paid by you or it will be deducted from any claim settlement.

## Our right to cancel (14 days notice)

We have the right to cancel the policy by giving you 14 days notice in writing sent by special delivery to your last known address. Valid reasons for cancelling your policy may include, but are not limited to:

- a criminal conviction incurred by you, or any trustee of yours, which results in a custodial sentence
- continuation of the policy which would result in us breaching any applicable law or regulation that applies to the policy
- **us** reasonably suspecting fraud.

If we cancel the policy we will refund the premium (unless stated otherwise within the policy) for the remainder of the period of insurance, suitably adjusted if the premium is paid by instalments.

## Our right to cancel (non-payment of premium)

- Unless otherwise agreed by *us* in writing, if the premium is:
- payable by instalments and an instalment is not received by the due date, the policy will be cancelled from the date the instalment was due

not payable by instalments and the payment is not received by the due date, the policy will be cancelled from the date the payment was due.
 We will not cancel the policy for failure to pay the premium or instalment of premium if such failure is due to error on our part or on the part of your insurance

advisor, bank or building society.

## 9 FRAUD

If *you* or anyone acting for *you*:

- make(s) a false or fraudulent *claim*
- support(s) a *claim* by any fraudulent document, device or statement
- then we:
- will not pay the *claim* and we have the right to recover from you any part payments made prior to discovery of the fraudulent act
- have the rights to:
  - a) refuse any *claim* arising after a fraudulent act
  - b) cancel the policy from the date of a fraudulent act even if the policy expired before the discovery of the fraudulent act
  - c) keep the premium.

We will still remain responsible for legitimate claims before the fraudulent act.

## 10 MISREPRESENTATION OR NON-DISCLOSURE

It is your legal duty to make a fair presentation of the information required by us to provide the insurance by this policy.

We will treat the policy as void (i.e. as if it had not existed) if there is any deliberate or reckless misrepresentation or non-disclosure of any material circumstance and there will be no return of premium.

Where any misrepresentation or non-disclosure of any material circumstance is not deliberate or reckless and if the material particular(s) had been fairly presented or disclosed *we* would:

- a) not have agreed to provide the insurance on any terms, we have the right to treat the policy as void (i.e. as if it had not existed) and we will return the premium paid.
- b) not have charged additional premium but would have entered into the policy on different terms, we have the right to impose those additional terms from inception of the policy or the date the risk changed.
- c) have charged a higher premium, we have the right to limit the amount of any *claim* payment under the policy to the same proportion that the premium charged bears to the higher premium.

Our rights under b) and c) above may both apply at the same time.

# 12 ALTERATION OF RISK

- The policy will be cancelled at the date any of the undermentioned alterations occur after the start of the policy unless we agree otherwise in writing:
- your interest ceases, except by will or operation of law
- an administrator, liquidator or receiver is appointed or if you enter into a voluntary arrangement
- any change, or additional circumstance, which increases the risk of *damage*, accident or liability, such as changes in, or additions to, *your* organisation, *your activities*, the *premises* or its use.

If we agree to maintain or amend cover we have the right to charge additional premium and, if necessary, amend the terms of cover from the date of the alteration.



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E. The following General Condition is added (this was previously part of the introductory text to the actual policy wording on page 7):

16 RIGHTS OF THIRD PARTIES

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

- F. For section 4 (Money) the first sentence under the heading of LIMITS PERSONAL ACCIDENT (ASSAULT) within Claims settlement for Money is deleted and replaced by the following:
   We will pay the amount of benefit as shown in this extension to you or at your request to the injured person or their legal personal representative.
- G. For section 6 (Personal Accident) the first sentence under the heading of LIMITS within Claims settlement for Personal Accident is deleted and replaced by the following:

We will pay the amount of benefit as shown in the schedule to you or at your request to the injured person or their legal personal representative.

# 453 COSTS IN ADDITION AND CONTRACTUAL LIABILITY AMENDS

The following changes are made to section 1 (Public and Products Liability):

A Any payment for **costs and expenses** under this section, including any of its extensions, is now in addition to the limits stated in the policy wording or the schedule, other than in respect of any:

a) *claim*:

i. which is brought within the legal jurisdiction of the United States of America or Canada

- ii. under the following extensions:
- 8 Wrongful Arrest
- 11 Data Protection Act

In which circumstances the costs and expenses is included within the indemnity limit, or extension limit, to which the claim applies

b) extension that only covers costs and expenses, in which circumstances the extension limit will apply.

B The Claims settlement for Public and Products Liability is deleted and restated as follows:

Claims settlement for Public and Products Liability

LIMITS

The most we will pay:

a) under this section, including any extension to this section not stated in b) below:

i. for damages in respect of:

- all *claims* in any one *period of insurance* caused by *products* or arising from pollution or contamination
- any *claim* for liability other than relating to a *claim* brought within the legal jurisdiction of the United States of America or Canada, *products*, pollution or contamination

ii. for damages and costs and expenses in respect of any claim brought within the legal jurisdiction of the United States of America or Canada

is the indemnity limit shown in the schedule, or any limitation stated with an extension, whichever is less.

Costs and expenses will be paid in addition to the indemnity limit unless we have stated otherwise.

b) under any extension to this section which relates to **costs and expenses** only, including Court Attendance Expenses, is the limit stated in the extension which is in addition to the indemnity limit stated in a) above.

c) for damages in respect of any *claim* under Cross Liabilities extension in total to all parties is the indemnity limit shown in the schedule, or any limitation stated within an extension, whichever is less.

C Exclusion 4 relating to liability arising from an agreement is deleted and replaced by the following:

4. Liability arising from an agreement in respect of *products* or contract work executed by *you* unless liability would have existed without the agreement.

D The following exclusion is added to extension 10 Second-hand Goods (Product Liability):

3. Liability arising from an agreement unless liability would have existed without the agreement

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482 POLICY CHANGES APRIL 2018

professional supplier

3

The following changes are made to *your* policy:

A. The definition of *professional supplier* is added to this policy:

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 1, 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:

- 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:

A. Under section 1 (Public and Products Liability), extension 11 for data protection is deleted and is replaced by the following:

## WHAT IS COVERED

11 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.

# 1. Fines or penalties.

WHAT IS NOT COVERED

- 2. Punitive, exemplary, aggravated or multiplied damages.
- 3. Liquidated damages.
- 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.
- 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*.



#### **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 <u>www.ansvar.co.uk/privacypolicy</u> or contact our Data Protection Officer at Beaufort House, Brunswick Road, Gloucester GL1 1JZ or on **0345 6073274** or email <u>compliance@ansvar.co.uk</u>.

UW166.1 (FPN) 06/18



# THE CONTRACT OF INSURANCE

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

# STATEMENT OF FACTS

- 1) You confirm that you comply with all statutory regulations, including those related to health and safety, product safety and environmental issues.
- 2) You confirm that you do not have:
  - a) an income that exceeds £50,000
    - b) 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.
- 3) You confirm that you or any director, partner, trustee or committee member, either as private individuals or in connection with any business or organisation, have not been:
  - a) convicted of a criminal offence (any convictions spent under the Rehabilitation of Offenders Act 1974 can be ignored), other than motoring offences
  - b) the subject of any unsatisfied County Court Judgement, Sheriff Court Decree, bankruptcy, insolvency or voluntary agreement, or been disqualified from holding a company directorship
  - c) the subject of a prosecution, or notice of intended prosecution, under any health and safety at work, consumer protection or environmental legislation or investigation in the last three years by the Charity Commission, Revenue & Customs or any other regulatory body
- 4) You confirm that you:
  - a) have not had any insurance contract cancelled or declared void, or renewal refused, or any special conditions imposed, due to:
    - i) breach of a policy condition
      - ii) non-disclosure or misrepresentation of a material fact
    - iii) claims or losses
    - iv) non-compliance with risk improvement requirements
  - b) are not aware of any circumstances that might give rise to a claim
  - c) have not had any claim(s) or loss(es) or incurred any liability, for any of the risks to be insured, within the last three years other than those stated under the relevant 'Risk location'.
- 5) For liability cover, you confirm that:
  - a) all your organisation's 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 and/or by endorsement or otherwise agreed by us in writing.



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- 6) 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.
- 7) 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.
- 8) For products liability cover, you confirm that:
  - a) you have not or do not sell or supply:
    - i) products incorporated into any aircraft, spacecraft, watercraft or mechanically propelled vehicles
    - ii) products incorporated into any gas, chemical, petrochemical or power generation plant
    - iii) medical, surgical, dental, pharmaceutical or therapeutic products
    - iv) or export products to the United States of America or Canada
  - b) any manufacture, processing, servicing, repairing, testing or assembly of components or complete articles have been disclosed to us and specified in the policy and/or by endorsement or otherwise agreed by us in writing
  - c) records of all products supplied (including their instructions for use and warnings) and details of the quality control system used are retained by you.
  - 9) The Insured shall comply at all times to adhere to the current Guidelines outlined in the Street Watch and Neighbourhood Observers Guide including any amendments thereto.