

The schedule	Attaching to and forming part of the Policy bearing the number below and written upon policy form FA51 (0216). Subject to the terms and conditions of the policy the insurance is for the period shown. Effective date: 07/06/2022 Reason: New business
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Your insurer	Your broker
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Your policy	
Policyholder:	Southend Model Boat Club
Address:	Southchurch Park, Southend on Sea, SS1 2SX
Policy number:	14960552
Policy type:	Small Charity Connect
Period of insurance:	From 07/06/2022 to 06/06/2023 both days inclusive.
Premium:	£238.76
Insurance Premium Tax (IPT):	£28.65
Total premium:	£267.41

Your organisation	
Activities of the insured:	Charity/not-for-profit organisation - Model Club

Your cover			
SECTION	EXCESS (Unless stated otherwise elsewhere)		COVER
1. PUBLIC AND PRODUCTS LIABILITY Indemnity Limit including Libel and Slander	£250		OPERATIVE £5,000,000 £10,000
2. CONTENTS Contents Stock	£100		OPERATIVE £6,000 n/a
3. ALL RISKS Sum Insured (as per enclosed specification)	£100		OPERATIVE £2,000
4. MONEY Limit during working hours Limit in transit Limit in bank night safe Limit in safe Personal Accident (Assault) Capital benefits Weekly benefits for persons aged 16 to 75 years	n/a		NOT OPERATIVE n/a n/a n/a n/a n/a n/a
5. BUSINESS INTERRUPTION A - Loss of Income (max. indemnity period 0 months) B - Extra Expenses (max. indemnity period 0 months)	n/a		NOT OPERATIVE n/a n/a
6. COMPUTER BREAKDOWN Computer equipment Data	n/a		NOT OPERATIVE n/a n/a
7. EMPLOYERS' LIABILITY Indemnity Limit	£0		OPERATIVE £10,000,000
8. PROFESSIONAL INDEMNITY Indemnity Limit Retroactive date - n/a	n/a		NOT OPERATIVE n/a
9. TRUSTEES' AND DIRECTORS' INDEMNITY Indemnity Limit Retroactive date - n/a	n/a		NOT OPERATIVE n/a
10. PERSONAL ACCIDENT			OPERATIVE
Person(s) Insured:	Death Benefit	Permanent Total Disablement	Temporary Total Disablement (per week)
Employees and volunteers age 16 to 65 years	£10,000	£10,000	£100
Employees and volunteers age 66 to 75 years	£10,000	£10,000	£50
Employees and volunteers age 76 to 80 years	£5,000	£5,000	£25
Employees and volunteers age 81 to 85 years	£5,000	£5,000	£0
11. LEGAL EXPENSES Sum Insured	n/a		NOT OPERATIVE n/a
12. CYBER Indemnity Limit Time excess Cyber Crime	n/a		NOT OPERATIVE n/a n/a n/a

All risks specification

ITEM NUMBER	DESCRIPTION	GEOGRAPHICAL LIMITS	SUM INSURED
1	Unspecified property subject to a single item limit of £500	British Isles	£2,000

Endorsements

For your Public and products liability insurance:

- 453 Costs in addition and contractual liability amends
- 900 Declared Activities (Public and Products Liability and Professional Indemnity)

For your whole policy:

- 215 Activities
- 482 Policy changes April 2018
- 483 Policy changes May 2018
- 317 Policy changes September 2020 (Exclusion of infectious or communicable disease)
- 331 Cyber Exclusions and Data Protection Extension Limit

The above endorsements are shown in full on the following pages.

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. arising from **terrorism**
 - i. under the following extensions:
 - 6 Wrongful Arrest
 - 8 Data Protection Act
 - 9 Libel and Slander
 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** for **terrorism, products**, pollution or contamination
 - ii. for damages and **costs and expenses** in respect of any **claim** (and all **claims** happening during any **period of insurance** caused by **products**) which is directly or indirectly caused by or results from, or is in connection with **terrorism** (if **we** allege that the **bodily injury** or **damage** has resulted from **terrorism** the burden of proving the contrary shall be upon **you**) or any action taken in controlling, preventing, suppressing or in any way relating to **terrorism**, is £5,000,000 or, if lower

is the indemnity limit shown in the schedule, or any limitation stated within 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 the 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 7 Second-hand Goods (Products Liability):
 3. Liability arising from an agreement unless liability would have existed without the agreement.



900 Declared Activities (Public and Products Liability and Professional Indemnity)

The following applies to **your** public and products liability cover:

A. It is a condition precedent to contract under sections 1 and 9 (if operative) that:

- a. all **your** charitable and recreational activities (including fund-raising events) have been disclosed to **us** and are not excluded by the Activities endorsement as specified in the schedule
- b. those 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.

B. Under section 1 it is a condition precedent to contract that **you** do not sell or supply any **products** that are:

- a. incorporated into any aircraft, spacecraft, watercraft or mechanically propelled vehicles
- b. incorporated into any gas, chemical, petrochemical or power generation plant
- c. medical, surgical, dental, pharmaceutical or therapeutic **products**
- d. exported to the United States of America or Canada.



215 Activities

1. Subject to the terms, exceptions and conditions of the policy, the definition of **your activities** is deemed to include:

- attendance at trade shows, exhibitions, conferences, meetings and seminars
- clerical and associated office administration work
- fundraising events and recreational activities not exceeding an attendance of 500 persons at any one time

but not any activity which is otherwise excluded in '2. EXCLUDED ACTIVITIES (PUBLIC AND PRODUCTS LIABILITY)' below.

2. EXCLUDED ACTIVITIES (PUBLIC AND PRODUCTS LIABILITY)

The following exclusions are added to WHAT IS NOT COVERED under section 1:

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 displays and/or bonfire events
 - forest school activities
 - 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
 - parkour or freerunning
 - 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
 - weightlifting.
- 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:

- i.
 - 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
 - skates
 - skateboards
 - 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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3. PROFESSIONAL SUPPLIERS CONTINGENCY EXTENSION (PUBLIC AND PRODUCTS LIABILITY)

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



482 Policy changes April 2018

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

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 8 for data protection is deleted and is replaced by the following:

**WHAT IS COVERED
 8 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**.

B. Under section 8 (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 11 (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

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D. Under section 11 (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

1 LEGAL DEFENCE

c) **costs and expenses:**

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.



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

- 1 FOOD POISONING, DEFECTIVE SANITATION, VERMIN, MURDER OR SUICIDE
 - a) poisoning caused by food or drink provided
 - 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
 - c) any discovery of pests or vermin at the **premises**
 - d) murder, rape or suicide at the **premises**.

The most **we** will pay for any **claim** is the Business Interruption sum insured shown in the schedule or £25,000, whichever is less.

The **indemnity period** in respect of this extension only is re-defined as follows:

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.

WHAT IS NOT COVERED

1. Costs incurred in the cleaning, repair, replacement, recall or checking of property.
2. Any occurrence that is not at the **premises**.
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.

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4. 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

2 BOMB SCARE OR EMERGENCY ACTION

closure of the **premises** by a competent authority due to:

- a) bomb scare, or
- b) an emergency that could endanger human life or neighbouring property.

The most **we** will pay is £25,000 for any **claim**.

WHAT IS NOT COVERED

Any:

- a) closure of less than 4 hours duration
- b) **premises** in Northern Ireland
- 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.

5. 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 | g) Trustees' and Directors' Indemnity |
| b) Public Liability | h) Directors and Officers Liability |
| c) Medical Malpractice | i) Personal Accident |
| d) Reputational Risks | j) Legal Expenses |
| e) PR Crisis Communication | k) Terrorism. |
| f) Professional Indemnity | |



331 Cyber Exclusions and Data Protection Extension Limit

The following changes are made to this policy:

1. The following definitions are added to this policy:

- computer system** 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** 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 landslide
- vii. Theft or loss of insured property caused by persons physically present at both the time and location of such theft or loss
- viii. Vandalism or malicious acts causing physical damage to insured property caused by persons physically present at both the time and location of such damage
- ix. Accidental damage to insured property caused by persons physically present at both the time and location of such damage

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- 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 1 (Public and Products Liability) and 7 (Employers Liability):

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

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

- a) statutory liability under the Employers' Liability cover,
- b) liability caused by or arising out of a **cyber act** or a **cyber incident** that results in **bodily injury** to third parties or physical damage to third party material property
- c) liability arising under extension 8 Data Protection of section 1.

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

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

Under extension 8 Data Protection of section 1, 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.

5. The following changes are made to WHAT IS NOT COVERED under section 8 (Professional Indemnity)

a) The following cyber exclusion is added:

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

- i. 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
- ii. any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **data** including any amount pertaining to the value of such **data**

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

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

2. Liability directly or indirectly arising from:
 - a) any **bodily injury** to any person or **damage** to, or destruction of, or loss of, including loss of use of, any property, unless directly caused by any negligent act, negligent error, negligent omission or negligent breach of duty

6. The following cyber exclusion is added to WHAT IS NOT COVERED under section 9 (Trustees' and Directors' Indemnity):

No indemnity will be provided in respect of:

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

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

