

## PREMIUM NOTIFICATION

Agent

Berns Brett Ltd  
The Old Court House  
191 High Road  
South Woodford, LONDON  
E18 2QF

Phone: 020 8559 2111  
UK 4356

Policyholder

Gateway ABC  
Rear of 13  
Lampits Hill  
Corringham, Stanford-le-Hope  
SS17 9AA

483243

Policy number	<b>SCW 2341921</b>	Reason	<b>Renewal</b>
Policy type	<b>Small Charity Connect</b>		
Period of insurance from	<b>0:01 Hrs 28/04/23</b>	Premium	£241.77
to	<b>Midnight 27/04/24</b>	Insurance Premium Tax (IPT)	£29.01 at 12.0%
		<b>Total premium</b>	<b>£270.78</b>

Number of claims in previous insurance year: 0

Please refer to the notes overleaf regarding renewal of your policy.

Date of Issue 21/03/23

### **Does this policy still meet your needs?**

Your requirements may change over time, so you may benefit from reviewing the current sums insured, limits of indemnity and the level of cover under your policy to ensure it remains sufficient for your needs. Contact your insurance advisor or us to discuss any changes that you need.

### **Notes applying to renewal of your policy**

1. It is your responsibility to take the necessary action to renew your policy before the renewal date to ensure that you remain covered. Contact your insurance advisor or us if you have any questions about the renewal of your policy.
2. a) If you pay your premium annually then payment must be made to your insurance advisor or us before the renewal date. No obligation rests on us to accept the premium if paid after the renewal date.  
b) If you pay your premium by instalments to us, no action is needed if you intend to renew the policy. If you decide not to renew your policy, please cancel the direct debit mandate.
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 keep the premium. You should keep a record (including copies of letters) of any information you give to your insurance advisor or us when renewing the policy.
4. If in between the time of the issue date of this document and the renewal date, you suffer a loss, damage or any other incident that gives rise to a claim, then we retain the right to alter or withdraw the terms of the renewal.
5. Your renewal is offered on the basis that you continue to meet the eligibility requirements for this policy. Payment of the renewal premium will be taken as confirmation that you still meet the eligibility requirements.

### **Important Reminder**

Throughout your policy there are special requirements which are aimed at reducing the risk of loss, damage or liability. If you do not keep to these requirements we will not pay for claims (unless we agree otherwise). Please make sure you comply with any requirements that apply to you.

Date of Issue 21/03/23

**NOTICE TO POLICYHOLDERS**  
**CHANGE OF**  
**TELEPHONE NUMBER FOR EMERGENCY GLASS REPLACEMENT**  
**ADDRESS FOR FINANCIAL CONDUCT AUTHORITY**

The phone number should you need to make a glass claim has changed.

If you wish to make a claim for glass, please call the emergency glass replacement phone number **0345 6000 148**.

- If you suffer glass breakage you can call our selected specialist provider who will effect a rapid repair.
- If you are insured for glass breakage, they will issue separate invoices to:
  - you in respect of any policy excess and recoverable VAT
  - Ansvar for the remaining cost.
- If the glass is not insured, you will be solely responsible for the entire cost of repairs.

The phone number for GLASS shown in the policy wording under Making a Claim, should not be used. Dialling this number may delay your claim. If you are unsure what to do, then please call our claims number on 0345 606 0431.

The address for the Financial Conduct Authority (FCA) has changed. The address for the FCA shown under 'USEFUL ADDRESSES' in the policy wording is deleted and replaced by:

FINANCIAL CONDUCT AUTHORITY  
(To protect and enhance consumer  
confidence in the UK financial system)  
12 Endeavour Square  
London, E20 1JN  
[www.fca.org.uk](http://www.fca.org.uk)

**THE SCHEDULE:** Attaching to and forming part of the policy bearing the number below and written upon policy form FA51 1215.  
 Subject to the terms and conditions of the policy the insurance is for the period shown.

Agent

Berns Brett Ltd  
 The Old Court House  
 191 High Road  
 South Woodford, LONDON  
 E18 2QF

Phone: 020 8559 2111  
 UK 4356

Policyholder

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 Rear of 13  
 Lampits Hill  
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Period of insurance from	<b>0:01 Hrs 28/04/23</b>	Premium	£241.77
	to <b>Midnight 27/04/24</b>	Insurance Premium Tax (IPT)	£29.01 at 12.0%
		<b>Total premium</b>	<b>£270.78</b>

CHARITABLE CATEGORY:

Club, group or society

ACTIVITIES OF THE INSURED:

Youth club open for up to 4 days per week

Policy number SCW 2341921

**SCHEDULE**

**Location: Rear of 13 Lampits Hill Corringham, Stanford-le-Hope SS17 9AA**

<b>SECTION</b>	<b>EXCESS</b> (Unless another amount is stated by endorsement or in the policy wording)	<b>COVER</b>
1 PUBLIC & PRODUCTS LIABILITY Indemnity Limit Libel and Slander	£250	OPERATIVE £5,000,000 £10,000
2 CONTENTS Contents Stock		NOT OPERATIVE £0 £0
3 ALL RISKS Sum Insured (as per enclosed specification)		NOT OPERATIVE £0
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		NOT OPERATIVE £0 £0 £0 £0 £0 £0
5 BUSINESS INTERRUPTION A - Loss of Income (max. indemnity period 00 months) B - Extra Expenses (max. indemnity period 00 months)		NOT OPERATIVE £0 £0
6 COMPUTER BREAKDOWN Computer equipment Data		NOT OPERATIVE £0 £0
7 EMPLOYERS LIABILITY Indemnity Limit		OPERATIVE £10,000,000
8 PROFESSIONAL INDEMNITY Indemnity Limit Retroactive date -		NOT OPERATIVE £0
9 TRUSTEES & DIRECTORS INDEMNITY Indemnity Limit Retroactive date - 28/04/2020	£250	OPERATIVE £100,000

Policy number SCW 2341921

**SCHEDULE**

<b>SECTION</b>	<b>EXCESS</b> (Unless another amount is stated by endorsement or in the policy wording)	<b>COVER</b>
10 PERSONAL ACCIDENT		NOT OPERATIVE
11 LEGAL EXPENSES Sum Insured		OPERATIVE £250,000

Policy number SCW 2341921

**SCHEDULE**

**Endorsements**

215 - Activities  
331 - Cyber Exclusions & Data Protection extension limit  
453 - Costs in Addition & Contractual Liability Amends  
483 - Policy Changes May 2018

317 - Policy Changes Sept 2020 (Infectious disease)  
406 - Abuse Extension - £1m Indemnity Limit  
482 - Policy Changes April 2018

Policy number SCW 2341921

**ENDORSEMENTS**

482 POLICY CHANGES APRIL 2018

The following change is 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



Policy number SCW 2341921

**ENDORSEMENTS**

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:

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>i.                     <ul style="list-style-type: none"> <li>• abseiling</li> <li>• aerial activities of any kind</li> <li>• American football or Australian rules football</li> <li>• climbing requiring the use of hands as well as feet (other than children's playground equipment)</li> <li>• fire walking</li> <li>• firework displays and/or bonfire events</li> <li>• forest school activities</li> <li>• glacier walking or trekking</li> <li>• Gaelic football</li> <li>• gorge walking and the like</li> </ul> </li> <li>ii. football where:                     <ul style="list-style-type: none"> <li>- <b>your</b> football team(s) is (are) participating in a league system (including official training and practice sessions)</li> <li>- <b>you</b> manage, control or organise a football league system.</li> </ul> </li> <li>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).</li> </ul> | <ul style="list-style-type: none"> <li>• gymnastics</li> <li>• horse, pony or donkey riding of any kind</li> <li>• martial arts or fighting sports of any kind</li> <li>• parkour or freerunning</li> <li>• professional sport of any kind</li> <li>• racing or time trials (other than on foot)</li> <li>• rugby</li> <li>• underground activities of any kind including but not limited to caving and potholing</li> <li>• weightlifting.</li> </ul> |
|--|--|

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

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>• airborne lanterns</li> <li>• bicycles other than for normal road use</li> <li>• cables or wires</li> <li>• elastic ropes</li> <li>• fireworks or explosive items</li> <li>• land, kite or fly boards of any kind</li> <li>• land, sand or ice yachts of any kind</li> <li>• motorised fairground rides</li> <li>• roller blades</li> <li>• sandboards</li> </ul> | <ul style="list-style-type: none"> <li>• skates</li> <li>• skateboards</li> <li>• skis</li> <li>• sleds</li> <li>• snowboards</li> <li>• snow tubes of any kind</li> <li>• toboggans</li> <li>• water based play inflatables</li> <li>• weaponry.</li> </ul> |
|---|--|

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**.

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:

- |   |   |  |
|---|---|--|
| <ul style="list-style-type: none"> <li>• abseiling</li> <li>• aerial runways</li> <li>• air rifle shooting</li> <li>• archery</li> <li>• assault courses</li> <li>• BMX riding</li> <li>• clay pigeon shooting</li> <li>• climbing wall</li> <li>• climbing with ropes</li> </ul> | <ul style="list-style-type: none"> <li>• dry slope skiing or boarding</li> <li>• go-karting</li> <li>• gymnastics</li> <li>• horse, pony or donkey riding</li> <li>• ice skating</li> <li>• inflatable play equipment</li> <li>• javelin throwing</li> <li>• land, kite or fly surfing or boarding</li> <li>• land, sand or ice yachting</li> </ul> | <ul style="list-style-type: none"> <li>• motorised fairground rides</li> <li>• paint-balling</li> <li>• roller blading</li> <li>• roller skating</li> <li>• rope courses</li> <li>• skateboarding</li> <li>• weightlifting</li> <li>• zip wires</li> <li>• zorbing.</li> </ul> |
|---|---|--|

Policy number SCW 2341921

**ENDORSEMENTS**

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.

Continued...

Policy number SCW 2341921

**ENDORSEMENTS**

317 POLICY CHANGES SEPTEMBER 2020 (EXCLUSION OF INFECTIOUS OR COMMUNICABLE DISEASE)  
 The following changes are made to this policy:

Continued....

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**

**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 £2,500 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.

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.

Policy number SCW 2341921

**ENDORSEMENTS**

331 CYBER EXCLUSIONS AND DATA PROTECTION EXTENSION LIMIT

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

The policy General Exclusion for Electronic Risks is deleted and replaced by:

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

2. 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, tsunamis, 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 recreating, gathering and assembling such **data** but shall not include the value of the **data** whether to the **insured** or any other party even if such **data** cannot be recreated, gathered or assembled

Continued....

Policy number SCW 2341921

**ENDORSEMENTS**

331 CYBER EXCLUSIONS AND DATA PROTECTION EXTENSION LIMIT

Continued....

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:

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 Equipment  |
| 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.

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.

Continued....

Policy number SCW 2341921

## ENDORSEMENTS

331 CYBER EXCLUSIONS AND DATA PROTECTION EXTENSION LIMIT

Continued....

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
- 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**

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**.

Policy number SCW 2341921

## ENDORSEMENTS

### 406 ABUSE EXTENSION - £1M INDEMNITY LIMIT

The following extension is added to section 1 (Public and Products Liability):

#### WHAT IS COVERED

##### ABUSE

**We** will pay all amounts which **you** become legally liable to pay for damages 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 for all **claims** for damages arising from **abuse** in any one **period of insurance** is £1,000,000.

#### This limit:

- a) forms part of, and is not in addition to, the indemnity limit for Public and Products Liability shown in the schedule, and
- b) is otherwise subject to the Claims settlement limitations for Public and Products Liability stated in endorsement 453 (Costs in addition and contractual liability amendments) 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

#### SAFEGUARDING POLICY FOR CHILDREN OR VULNERABLE ADULTS

**You** are required as a condition precedent to **our** liability, 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.

Policy number SCW 2341921

## ENDORSEMENTS

### 453 COSTS IN ADDITION AND CONTRACTUAL LIABILITY AMENDMENTS

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**
- ii. 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.



Policy number SCW 2341921

**ENDORSEMENTS**

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

Continued...

Policy number SCW 2341921

## ENDORSEMENTS

483 POLICY CHANGES MAY 2018

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

Continued...

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.

## **CERTIFICATE OF EMPLOYERS' LIABILITY INSURANCE (a)**

*(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 1998 (the Regulations), one or more copies of this certificate must be displayed at each place of business at which the policyholder employs persons covered by the policy.)*

Policy Number: **SCW 2341921**

1. Name of policyholder:

**Gateway ABC**

2. Date of commencement of insurance: **28th April 2023**

3. Date of expiry of insurance: **27th April 2024**

We hereby certify that subject to paragraph 2:-

1. the policy to which this certificate relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Jersey, the Island of Guernsey and the Island of Alderney (b)
2. (a) the minimum amount of cover provided by this policy is no less than £5 million (c)

For and on behalf of **ANSVAR INSURANCE**  
*A business division of Ecclesiastical Insurance Office plc*



Mark Hews  
Group Chief Executive Officer

**Notes:**

- (a) Where the employer is a company to which regulation 3(2) of the Regulations applies, the certificate shall state in a prominent place, either that the policy covers the holding company and all its subsidiaries, or that the policy covers the holding company and all its subsidiaries except any specifically excluded by name, or that the policy covers the holding company and only the named subsidiaries.*
- (b) Specify applicable law as provided for in regulation 4(6) of the Regulations.*
- (c) See regulation 3(1) of the Regulations and delete whichever of paragraphs 2(a) or 2(b) does not apply. Where 2(b) is applicable, specify the amount of cover provided by the relevant policy.*

**IMPORTANT NOTICE TO POLICYHOLDERS**

Under the terms of the Employers' Liability (Compulsory Insurance) (Amendment) Regulations 2008 the requirement to display a certificate will be satisfied if it is made available in electronic form and each relevant employee to whom it relates has reasonable access to it in that form.

Certificates of Insurance must clearly state the name of the policyholder and, where applicable, make reference to insured subsidiary companies.

As required by your policy terms, any change to the name of the policyholder or the formation, acquisition or divestment of subsidiary companies must be notified to Ansvar.

If you have any associated companies you will need to have separate cover.

W/AR/ 4356

## 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](http://www.ansvar.co.uk/privacypolicy) or contact our Data Protection Officer at Benefact House, 2000, Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester GL3 4AW or on **0345 6073274** or email [compliance@ansvar.co.uk](mailto: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 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 name, address, date of birth, email address and, on occasion, dependent on the type of cover in place, sensitive information such as medical records. This is for the purpose of managing the products and services in place, and this may include underwriting, claims handling and providing legal advice. DAS will only obtain personal information either directly from you, the third party dealing with your claim or from the authorised partner who sold this 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 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 at [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk).

## **HOW DAS WILL USE YOUR INFORMATION**

DAS may need to send personal information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies or members of the DAS UK Group, so they may contact you for your feedback. If the 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 in place, the personal 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 personal 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 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 personal 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 DAS' website.

## **WHAT IS DAS' LEGAL BASIS FOR PROCESSING YOUR INFORMATION?**

It is necessary for DAS to use personal information to perform their obligations in accordance with any contract that they may have with the person taking out this policy. It is also in their legitimate interest to use the personal information for the provision of services in relation to any contract that they may have with the person taking out this policy.

## **HOW LONG WILL YOUR INFORMATION BE HELD FOR?**

DAS will retain 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 no longer want DAS to use the personal data, please contact them at [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk).

## **WHAT ARE YOUR RIGHTS?**

The following rights are available in relation to the handling of personal data:

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

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](mailto:dataprotection@das.co.uk)

## **HOW TO MAKE A COMPLAINT**

If there is any dissatisfaction with the way in which personal data has been processed, the Data Protection Officer can be contacted in the first instance, using the contact details above.

If you remain dissatisfied the Information Commissioner's Office can be approached directly 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](http://www.ico.org.uk)

Policy number: **SCW 2341921**

Effective from: **28/04/23**

Client ('you/your'): **Gateway ABC**

#### 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. The Legal Expenses cover is dealt with by DAS Legal Expenses Insurance Company Limited.

Date of issue: **21/03/23**

Policy number: **SCW 2341921**

Effective from: **28/04/23**

Client ('you/your'): **Gateway ABC**

Please check that the following details we have for you are correct.

If any information is missing or incorrect then please advise your insurance advisor or us and we will issue a revised statement of facts and if applicable update any terms.

#### ORGANISATION DETAILS

- 1) Your:
  - a) organisation is a **Not-for-profit company/organisation**
  - b) Charity registration number is
- 2) Year your organisation was established: **2009**
- 3) You confirm that:
  - a) the only activities you undertake are as shown on your policy schedule, and
  - b) you are not involved in the provision, management or operation of any:
    - activity centre
    - animal rights campaigning
    - DIY scheme or Timebank
    - domiciliary personal care, medical or nursing care
    - employment agency or the supply and/or placement of volunteers
    - event organisation on behalf of any third party
    - food or industrial manufacturing processes (other than printing)
    - medical, surgical, dental, pharmaceutical or therapeutic products supply, sales or collection
    - meetings for the sole purpose of religious worship
    - political lobbying, marches or protests
    - research work (use of animals or any biological, chemical or medical research)
    - travel or tour organiser
    - 'umbrella' organisation (responsible for associated individuals, groups or organisations)
    - work using powered metalworking or woodworking machinery (other than powered hand tools), chainsaws, scaffolding or welding equipment
    - zoo, riding school, farm (including city or petting farms), or keeping dangerous animals (as defined by the Dangerous Animals Act).
- 4) You confirm that you do not undertake any visits or work abroad.
- 5) You confirm that your organisation's:
  - a) income does not exceed **£12,000**
  - b) wage roll does not exceed **£0**
  - c) assets do not exceed **£25,000**
  - d) volunteers and members do not exceed 250 persons.
- 6) 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.
- 7) You confirm that you comply with all statutory regulations, including those related to health and safety, product safety and environmental issues.
- 8) You confirm that there has been no change in your activities or legal structure in the last 12 months or have any planned changes in the next 12 months.
- 9) 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

Policy number: **SCW 2341921**

Effective from: **28/04/23**

Client ('you/your'): **Gateway ABC**

- 10) You confirm that you:
- 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
    - non-disclosure or misrepresentation of a material fact
    - claims or losses
    - non-compliance with risk improvement requirements
  - are not aware of any circumstances that might give rise to a claim
  - 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'.
- 11) Your previous insurance details:
- Insurer: **No previous insurance**
  - Policy number:
  - Expiry date:

#### COVER DETAILS

**The following statements numbered 12 to 18 inclusive are only applicable if the appropriate section of cover is shown as operative on your schedule.**

- 12) For contents cover, you confirm that the premises or the part you occupy and use are:
- kept in a good state of repair and are not undergoing alterations, renovations or repair beyond that of normal upkeep and maintenance work
  - not in an area where flooding has occurred
  - not sited on a flood plain or within 400 metres of any body of water e.g. river, lake, stream or other watercourse
  - not located on sites that have any unusual features e.g. a bridge, railway line, river, lake, mine, quarry, gravel pit, well or cliff.
- 13) For liability cover, you confirm that:
- 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
  - those professional services you require cover for have been disclosed to us and specified in the schedule
  - you always ensure that established codes of practice and safety are complied with for such activities or work
  - none of your activities involve any work on ships, offshore installations or at oil or gas refineries, chemical works or airports
  - any professional supplier working for you must have in force their own liability insurance which provides cover for their activities
- 14) 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.
- 15) 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:
- prepared and implemented a written safeguarding policy that is regularly reviewed (at least annually), and
  - a designated safeguarding officer or named person(s) responsible for safeguarding, and
  - implemented safe recruitment procedures for your employees, volunteers and professional suppliers, and
  - provided suitable safeguarding training and information for all of your employees and volunteers, and
  - suitable arrangements in place for incident reporting and investigation, and
  - undertaken Disclosure and Barring Service (DBS) or equivalent checks at the appropriate level of all eligible persons working with children or vulnerable adults, and
  - retained securely or will retain securely:
    - a copy of your safeguarding policy and any revisions of it, and
    - evidence that training has been given and received by all relevant persons, and
    - employment and engagement applications, references, identity verifications, DBS checks or equivalent reference numbers, and
    - records of any abuse allegations, incidents, notifications and any action taken.
- You have confirmed a written safeguarding policy and all staff required by DBS have been checked.**
- 16) For products liability cover, you confirm that:
- you have not or do not sell or supply:
    - products incorporated into any aircraft, spacecraft, watercraft or mechanically propelled vehicles
    - products incorporated into any gas, chemical, petrochemical or power generation plant
    - medical, surgical, dental, pharmaceutical or therapeutic products
    - or export products to the United States of America or Canada.
  - 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
  - records of all products supplied (including their instructions for use and warnings) and details of the quality control system used are retained by you.



Ansvar Insurance, Ansvar House, St Leonards Road, Eastbourne, East Sussex, BN21 3UR  
Phone: 0345 60 20 999 or 01323 737541 Email: [ansvar.insurance@ansvar.co.uk](mailto:ansvar.insurance@ansvar.co.uk) Website: [www.ansvar.co.uk](http://www.ansvar.co.uk)

Policy number: **SCW 2341921**

Effective from: **28/04/23**

Client ('you/your'): **Gateway ABC**

- 17) For professional indemnity and/or libel and slander (defamation) cover, you confirm that there has not been any incident that may give rise to threatened actions or lawsuits in respect of any of your publications, statements or broadcasts.
- 18) 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
  - c) your most recent annual accounts had a positive net worth (that is total assets exceed total liabilities)
  - d) you are able to pay the organisation's debts as they fall due

**DETAILS OF ANY AMENDMENTS TO THE ABOVE STATEMENT OF FACTS DECLARED TO US**

**None**

Risk Location: **Rear of 13 Lampits Hill Corringham, Stanford-le-Hope SS17 9AA**

Stock description:

Claims details: **None**

## Adequate Explanation Q&A Sheet

Below are some questions and answers aimed at explaining important features of the Credit Agreement offered by Ansvor Insurance.

### Consumer Credit Act 1974

You can arrange to pay for your insurance premium by instalments by completing a Direct Debit Instruction. We will issue you with the following documents to comply with the Consumer Credit Act 1974:

1. Pre-Contract Credit Information - setting out the costs and payments on your Credit Agreement.
2. Credit Agreement - which you will need to sign.

### Q) How do I apply to pay my premium by instalments?

A) You will need to complete and return the enclosed Direct Debit Instruction. We will then send your account details to your Bank or Building Society to be validated and arrange for payments to be made at agreed intervals. If we need to alter your payments we will write to tell you this before we debit your account. If you have more than one policy, your account will be charged separately for each policy. Whilst you have the option to pay by monthly instalments, your insurance policy remains an annual contract.

### Q) What is the purpose of this Credit Agreement?

A) This Credit Agreement provides an easy way to pay for your insurance. It is an agreement that allows you to spread the cost of your insurance premium over a period of time, allowing you to manage your cash flow more easily over the duration of your insurance policy. Our Credit Agreement is designed specifically for repayment of insurance premiums and is not suitable for any other use.

### Q) Who is eligible?

A) You must be 18 or older and have a Bank or Building Society current account. Banks or Building Societies may not accept instructions to pay Direct Debits from certain types of account, please check with them if you are not sure. We can only accept Direct Debit Instructions from the policyholder.

### Q) How important is it for me to read the Pre-Contract Credit Information?

A) It is very important that you read the Pre-Contract Credit Information (known as the Standard European Consumer Credit Information or SECCI) included within your Instalment Pack and take time to consider it carefully. The Instalment Pack contains details of the cost of your Credit Agreement, the monthly payment that you will need to make and the dates on which these will be taken, as well as the terms and conditions of the Credit Agreement itself which is our legal contract with you. This information will enable you to make an informed decision about whether or not this is the right method of payment for you.

### Q) Do I have the right to cancel or terminate this agreement?

A) You have the right to cancel this Credit Agreement within 14 days from receiving your copy of it by notifying us by phone, or in writing at the address shown overleaf. You may terminate this Credit Agreement free of charge at any time by giving us 14 days' notice in writing or by phone.

**If you cancel or terminate the Credit Agreement you will need to pay any outstanding premium due for your insurance cover immediately.**

**Ansvor Insurance**, Ansvor House,

31 St Leonards Road, Eastbourne, East Sussex BN21 3UR

Phone: **0345 60 20 999** or **01323 737541** | Email: [ansvar.insurance@ansvar.co.uk](mailto:ansvar.insurance@ansvar.co.uk) | Web: [www.ansvar.co.uk](http://www.ansvar.co.uk)

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Proudly part of the Benefact Group – specialist financial services companies built to make a difference.

**Q) How does paying by Direct Debit work and how much will it cost?**

A) Paying by Direct Debit lets you spread the cost of your insurance over 10 instalments rather than paying for it in one lump sum in advance. The premium plus Insurance Premium Tax (IPT) at the current rate plus any instalment charge that may apply (as set out in the Pre-Contract Credit Information and the Credit Agreement) will be divided equally over the instalments. Please make sure you have enough funds in your bank account each month to cover the Direct Debits. If you do not have sufficient funds you may be liable for charges from your Bank or Building Society for which we cannot be held responsible. Direct Debit is only available when you first take out your insurance or when you renew your policy. You cannot change to Direct Debit if you have already started to pay in a different way. We can only consider Direct Debit applications up to two months after the policy inception or renewal date.

Your Pre-Contract Credit Information will set out any specific charges relating to your policy.

**Q) What happens at renewal?**

A) When your policy is due for renewal your Direct Debit will automatically continue. We will advise you of any changes of amount and continue to apply to your Bank or Building Society for the amount due. If you want to stop your cover and cancel your Direct Debit, please contact us and your Bank or Building Society to let us know before the renewal date.

**Q) What happens if I make a claim on the policy?**

A) In the event of a claim you remain liable for any outstanding insurance premium. Ansvar reserves the right to deduct any outstanding premium under this agreement from any claims payments.

**Q) What happens if I fail to make a payment?**

A) If you fail to make a payment we will request it again from your account within the next 10 days. If this request also fails we will contact you and ask you to resolve this. If you cannot make the payment your policy will be cancelled and a charge made for any cover provided up to the date of cancellation. This would leave you without the protection of the insurance cover.

**Q) How do I get further information?**

A) For further information please contact us on 0345 60 20 999 or by writing to us at Ansvar Insurance, Ansvar House, St Leonards Road, Eastbourne, East Sussex, BN21 3UR.

Please fill in the whole form using ball point pen and send it to:

Ansvar Insurance Ansvar House, St Leonards Road, Eastbourne, East Sussex, BN21 3UR
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Service user number

9	5	3	1	4	7
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Name(s) of Account Holder(s)


Bank/building society account number

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Sort code

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Name and full postal address of your bank or building society

To: The Manager	Bank/building society
Address	
Postcode	

Policy reference number

S	C	W	2	3	4	1	9	2	1								
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**For Official Ansvar Insurance broker use only** - This is not part of the instructions to your bank or building society

Agreed instalment charge

**PAYER TO COMPLETE**

Please enter your preferred collection day e.g. 15th

**Instruction to your bank or building society**

Please pay Ansvar Insurance Direct Debits from the account detailed in this instruction, subject to the safeguards assured by the Direct Debit Guarantee. I understand that this instruction may remain with Ansvar Insurance and, if so, details will be passed electronically to my bank/building society.

Signature(s)
Date

Banks and building societies may not accept Direct Debit instructions for some types of account.

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This guarantee should be detached and retained by the payer

# The Direct Debit Guarantee



- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit Ansvar Insurance will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Ansvar Insurance to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by Ansvar Insurance or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society - If you receive a refund you are not entitled to, you must pay it back when Ansvar Insurance asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.