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THE SCHEDULE: Attaching to and forming part of the policy bearing the number below and written upon policy form FA59 0517. Subject to the terms and conditions of the policy the insurance is for the period shown.

Agent

Higos Insurance Services (Hub) Somerton
7 Cary Court
Somerton Business Park
Bancombe Road, Somerton
TA11 6SB

Phone: 01458 270370
UK 6209

Policyholder

TFTTB of Nancledra Preschool
Nancledra Pre School
Nancledra
Penzance
TR20 8NB

566889

Policy number **MPP 2435398**

Reason **New Business**

Policy type **Property Owners**

Period of insurance from **11:20 Hrs** **22/01/25**
to **Midnight** **21/01/26**

Premium	£1,634.63	
Insurance Premium Tax (IPT)	£196.16	at 12.0%
Total premium	**£1,830.79**	

BUSINESS DESCRIPTION:
Property Owner

Date of issue 21/01/25

Policy number MPP 2435398 **SCHEDULE**

Location: Nancledra Pre School Nancledra Penzance TR20 8NB

Premises: Nursery

Your No Claims Discount is 0 year(s)

SECTION		EXCESS (Unless another amount is stated by endorsement or in the policy wording)	COVER
1 PROPERTY DAMAGE		£250	OPERATIVE
including Accidental Damage	Subsidence	£1,000	
Building Sum Insured			£431,250
Day One item - Declared Value			£375,000
Contents of Common Parts			£10,000
2 RENTAL INCOME			OPERATIVE
Rent Receivable (max. indemnity period 36 months)			£64,800

Endorsements

317 - Policy Changes Sept 2020 (Infectious disease)
340 - Territorial Exclusion (Property)General Exclusions
331 - Cyber Exclusions & Data Protection extension limit
483 - Policy Changes May 2018

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SCHEDULE

General Cover
The cover provided under the following sections (if shown as operative) applies to all locations specified under this policy.

SECTION	EXCESS (Unless another amount is stated by endorsement or in the policy wording)	COVER
3 LIABILITIES		
Cover 1 - Employers Liability		NOT OPERATIVE
Indemnity limit		£0
Cover 2 - Public Liability	£250	NOT OPERATIVE
Indemnity limit		£0
4 LEGAL EXPENSES		OPERATIVE
Indemnity limit		£250,000

Endorsements

317 - Policy Changes Sept 2020 (Infectious disease)
478 - Leased or Let Property (Legal Expenses)
331 - Cyber Exclusions & Data Protection extension limit
483 - Policy Changes May 2018

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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 2 (Rental Income):
   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:

4 FOOD POISONING, DEFECTIVE SANITATION, VERMIN, MURDER OR SUICIDE
(a) any injury or illness sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided at the ***premises***
(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 ***vermin*** at the ***premises***
(d) murder, rape or suicide at the ***premises***.

Special conditions applicable to this extension
(1) ***We*** shall not be liable under this extension for any costs incurred in the cleaning repair replacement recall or checking of property
(2) ***We*** shall only be liable for the loss arising at those ***premises*** which are directly affected by the occurrence discovery or accident
In the event that the policy includes an extension which deems ***damage*** at other locations to be ***damage*** at the ***premises*** such extension shall not apply to this extension
(3) ***Indemnity period*** shall mean the period during which the results of the ***business*** shall be affected in consequence of the occurrence discovery or accident beginning with the date from which the restrictions on the ***premises*** are applied (or in the case of (d) above with the date of occurrence) and ending not later than 3 months thereafter
(4) ***Our*** liability under this extension in respect of any one occurrence discovery or accident shall not exceed £100,000
(5) In respect of (c) ***you*** must obtain ***our*** consent before ***you*** restrict the use of the ***premises***

3. The following changes are made to section 2 (Rental Income):
   b) Amendment to Prevention of access - Non-Damage - 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 Prevention of access - Non-Damage is deleted and replaced with the following:

2 PREVENTION OF ACCESS - NON-DAMAGE
Access to or use of the ***premises*** being prevented or hindered by
(a) any action of government police or a local authority due to an emergency which could endanger human life or neighbouring property
(b) any bomb scare at or in the vicinity of the ***premises***

Excluding
(i) any restriction of use of less than 4 hours
(ii) any period when access to the ***premises*** was not prevented or hindered
(iii) closure or restriction in the use of the ***premises*** due to the order or advice of the competent local authority as a result of an occurrence of food poisoning defective drains or other sanitary arrangements
(iv) closure or restriction in the use of the ***premises*** due to ***vermin***

Limit
£10,000 any one period of insurance

Special conditions
(1) For the purpose of part (b) of this extension the General exclusion Terrorism does not apply
(2) The maximum indemnity period under this extension will not exceed 3 months

Continued....

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

Continued....

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.

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331 CYBER EXCLUSIONS AND DATA PROTECTION EXTENSION LIMIT

1. The following definitions are added to this policy:

computer system For the Liabilities section and the Cyber Loss (Property) General Exclusion only this definition is as follows:
means 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 means 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 means:
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***

time element loss means business interruption, contingent business interruption or any other consequential losses

2. The policy definitions of ***data*** and ***property*** are deleted and replaced by:

data For the Property and Rental Income sections only this definition is as follows:
means information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware

For the Liability section and the Cyber Loss (Property) General Exclusion only this definition is as follows:
means 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***

property means material property

3. The following exclusions are deleted from this policy:
   a) (3) of the Property Damage section, and
   b) (2) of the Rental Income section

   and both are replaced by the following General Exclusion added to this policy:

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

   This policy does not cover:

   CYBER LOSS (PROPERTY)
   1. Notwithstanding any provision to the contrary within this policy or any endorsement thereto, this policy excludes all loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:
      a) any unauthorised access to, or loss of, alteration of, or damage to, or a reduction in the functionality, availability or operation of a ***computer system*** or any unauthorised access to, or modification of, ***data***.

      Notwithstanding the provisions of this sub-paragraph 1. a) and subject to all other terms and conditions and exclusions contained in this policy, this policy will provide cover for physical loss of, or physical damage to, property insured under this policy (not including ***data***) and any ***time element loss*** directly resulting therefrom where such physical loss, or physical damage, is directly occasioned by any of the following perils provided always that such perils are otherwise insured by this policy:

      i. Fire, lightning or explosion
      ii. Impact by aircraft or vehicle or animal or falling objects
      iii. Wind, storm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow
      iv. Escape of water or oil
      v. Riot or civil commotion
      vi. Subsidence, heave or landslip
      vii. Theft or loss of insured property caused by persons physically present at both the time and location of such theft or loss
      viii. Vandalism or malicious acts causing physical damage to insured property caused by persons physically present at both the time and location of such damage
      ix. Accidental damage to insured property caused by persons physically present at both the time and location of such damage

Continued....

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331 CYBER EXCLUSIONS AND DATA PROTECTION EXTENSION LIMIT

Continued....

3. The following exclusions are deleted from this policy:
   a) (3) of the Property Damage section, and
   b) (2) of the Rental Income section
   and both are replaced by the following General Exclusion added to this policy:

   (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:

      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

      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
      b) Public Liability
      c) Medical Malpractice
      d) Reputational Risks
      e) Professional Indemnity
      f) Trustees' and Directors' Indemnity
      g) Directors' and Officers' Liability
      h) Personal Accident
      i) Legal Expenses
      j) Terrorism
      k) Cyber
      l) Equipment Breakdown
      m) Computer Equipment

4. The following cyber exclusion is added to each of cover 1 - Employers' liability and cover 2 - Public liability under section 3:

   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 3 Data Protection of section 3.
   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.

Continued....

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331 CYBER EXCLUSIONS AND DATA PROTECTION EXTENSION LIMIT

Continued....

5. Amended limit - Data Protection extension (Public liability)

   Under extension 3 Data Protection, of cover 2 - Public liability under section 3, 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.

478 LEASED OR LET PROPERTY (LEGAL EXPENSES)

1) Under section 4 the following definition applies to the ***insured event*** for LEASED OR LET PROPERTY (INCLUDING REMOVAL OF SQUATTERS)

the property the property or properties which are owned by the ***insured*** or are the ***insured's*** responsibility and insured as declared to ***us*** and let under a tenancy agreement which is in writing properly executed and containing an enforceable forfeiture clause

2) DELETION OF REMOVAL OF SQUATTERS INSURED EVENT
Under section 4 ***insured event*** (8) removal of squatters is deleted and of no further effect

3) Under section 4 the following ***insured event*** is added

LEASED OR LET PROPERTY (INCLUDING REMOVAL OF SQUATTERS)
We will pay the ***costs and expenses*** to pursue the ***insured's*** legal rights

a) in a dispute with a tenant arising from a breach or alleged breach of the tenancy agreement which relates to the use or maintenance of ***the property*** (excluding repossession or recovery of money and dilapidations) or
b) to obtain possession of ***the property*** provided that where appropriate all statutory and contractual notices have been correctly served by the ***insured*** on the tenant or
c) to recover money and interest due from a lease licence or tenancy of ***the property*** including enforcement of judgment

Provided that

i. the amount in dispute exceeds £250 (including VAT) and a claim is made within 90 days of the money becoming due and payable or if it is rent that is owed it must have been overdue for at least one calendar month
ii. if the ***insured*** accepts payment (or part payment) of any rent arrears from the tenant the ***insured*** must provide proof that they have warned the tenant this does not prevent them taking further action against the tenant to recover monies owed
iii. where the tenant is a limited company the ***insured*** must have sought and followed advice from the ***appointed representative*** before accepting payment of rent arrears
iv. the other party does not intimate that a defence exists or

d) in a dispute relating to dilapidations to ***the property***

Provided that

i. the amount in dispute exceeds £1,000
ii. prior to the tenancy beginning a detailed inventory which notes the condition of all items on the inventory is prepared by the ***insured***
iii. after the tenant has vacated ***the property*** a detailed Schedule of Dilapidations is prepared by the ***insured*** or

e) in defending any allegation of nuisance arising from ***the property*** used solely for residential purposes or
f) to evict anyone who is not the ***insured's*** tenant or ex-tenant from ***the property*** and who has not got the ***insured's*** permission to be there

Exclusions

1. Unless equivalent legal expenses insurance was continuously in force immediately prior to inception of this section of this policy any claim where the originating cause of action arises within 90 days of the start of this cover
2. A dispute arising from or relating to
   a) the negotiation review or renewal of the lease or tenancy agreement
   b) any service charges
   c) rent tax or building regulations or decisions or compulsory purchase orders or restrictions or controls placed on the ***insured's*** material property by any government or public or local authority
   d) any registering rents or reviewing rents or buying the freehold of ***the property*** or any matter that relates to rent tribunals or the leasehold valuation tribunal or land tribunals or rent assessment committees
   e) any planning application or review or decision
   f) mining subsidence
3. Any claim relating to
   a) land or premises used for agricultural purposes
   b) any arbitration or Agricultural Land Tribunal hearing relating to any dispute arising out of a contract of tenancy or lease regulated by the 1986 Agricultural Holdings Act or 1995 Agricultural Tenancies Act or at hearings of the Scottish Land Court relating to disputes arising out of a contract of tenancy or lease regulated by the 1991 Agricultural Holdings (Scotland) Act or 2003 Agricultural Holdings (Scotland) Act under the terms of the tenancy or lease or as directed by statute

Policy number MPP 2435398 **ENDORSEMENTS**

483 POLICY CHANGES MAY 2018
The following changes are made to ***your*** policy:

A. Under section 3 (Liabilities), extension 3 of Cover 2 - Public Liability for data protection is deleted and is replaced by the following:

Cover
3 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 ***legal costs*** 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 the ***business***.

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 ***legal costs*** 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.

Exclusions
We will not provide any indemnity in respect of:
1. cover a) above:
   a) Fines or penalties.
   b) Punitive, exemplary, aggravated or multiplied damages.
   c) Liquidated damages.
   d) Costs of replacing, reinstating, rectifying, erasing, blocking or destroying any personal data.
   e) Liability arising:
      i. from or caused by a deliberate or intentional act or omission by ***you***
      ii. 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.
   f) Legal liability where indemnity is provided by any other insurance.
2. cover b) above:
   a) Any claims:
      i. not insured by this extension
      ii. 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 4 (Legal Expenses) the following exclusion is added to What we will not pay:

All ***insured events*** 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...

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Policy number MPP 2435398 **ENDORSEMENTS**

483 POLICY CHANGES MAY 2018
The following changes are made to ***your*** policy:

Continued...

C. Under section 4 (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 event 2 (LEGAL DEFENCE) are deleted.
ii. Cover for Data Protection is replaced by the following:

Insured events
(2) LEGAL DEFENCE
(c) Data Protection

Costs and expenses 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***.

Exclusion
Any fines imposed by the Information Commissioner or any other regulatory and/or criminal body.

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340 TERRITORIAL EXCLUSION (PROPERTY) - GENERAL EXCLUSIONS
The following general exclusion is added to this policy.

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

This policy does not cover:

TERRITORIAL EXCLUSION (PROPERTY)
The following definition is added to this policy:

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

any loss, ***damage***, liability, cost or expense of whatsoever nature, directly or indirectly arising from, or in respect of, any:
a) identity domiciled, resident, located, incorporated, registered or established in an ***excluded territory***, or
b) property or asset located in an ***excluded territory***, or
c) individual that is resident in or located in an ***excluded territory***, or
d) ***claim***, action, suit or enforcement proceeding brought or maintained in an ***excluded territory***, or
e) payment in an ***excluded territory***.

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

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

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

Data Privacy Notice

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

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

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

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

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

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

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

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

Fraud Prevention

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

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

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

Further Information

For further information on how your personal data is used and your rights in relation to your personal data please refer to our Privacy Policy at www.ansvar.co.uk/privacypolicy or contact our Data Protection Officer at Benefact House, 2000, Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester GL3 4AW or on 0345 6073274 or email compliance@ansvar.co.uk.

DAS DATA PROTECTION

In addition to any other data processing notice provided in relation to this policy, data under this policy will be processed by DAS Legal Expenses Insurance Company (DAS). When you purchase and use this policy, DAS will process personal information about you, and anyone else whose details are provided to them to provide you with a service or claim.

DAS will process your personal information in accordance with their Privacy Notice. You can find their Privacy Notice online at at https://www.dasinsurance.co.uk/legal/privacy-statement. Alternatively, you can make a request for a printed copy to be sent to you by contacting dataprotection@das.co.uk.

PROPERTY OWNER STATEMENT OF FACTS

Ansvar Insurance, 4th Floor, The Office, 1 Market Square, Circus Street, Brighton, BN2 9AS
Phone: **0345 60 20 999** Email: **ansvar.insurance@ansvar.co.uk** Website: **ansvar.co.uk**

Policy number: **MPP 2435398** Effective from: **22/01/25**

Client ('you/your'): **TFTTB of Nancledra Preschool**

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: ***21/01/25***

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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 organisation is a ***Registered Charity***

2) Year your organisation was established:

3) You confirm that your organisation's wage roll does not exceed

4) 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.

5) You confirm that you comply with all statutory regulations, including those related to health and safety, product safety and environmental issues.

6) 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

7) You confirm that you:
   a) have not had any insurance contract cancelled or declared void, or renewal refused, or any special conditions imposed, due to:
      i) breach of a policy condition
      ii) non-disclosure or misrepresentation of a material fact
      iii) claims or losses
      iv) non-compliance with risk improvement requirements
   b) are not aware of any circumstances that might give rise to a claim
   c) have not had any claim(s) or loss(es) or incurred any liability, for any of the risks to be insured, within the last three years other than those stated under the relevant 'Risk location'.

8) Your previous insurance details:
   a) Insurer: ***No previous insurance***
   b) Policy number:
   c) Expiry date:

9) You confirm that you, or any of your trustees, directors, partners or management committee, have not been designated or specified under:
   a) the Sanctions and Anti-Money Laundering Act 2018, or
   b) any similar sanctions list provided by the United Nations, European Union or the United States of America.

10) You confirm that each of the premises to be insured, the buildings and outbuildings are of 'standard construction' i.e. built of brick, stone or concrete and roofed with slates, tiles, metal, concrete, asphalt or sheets or slabs composed of incombustible mineral ingredients. Any non-standard construction for buildings will be noted as '***Non-standard***' under the relevant 'Risk Location' and any further details will be shown under 'DETAILS OF ANY AMENDMENTS TO THE ABOVE STATEMENT OF FACTS DECLARED TO US'.

11) You confirm that:
   a) there is no sub-letting of the property (sub-letting means the lease of the property by a tenant to a sub-tenant)
   b) where occupied for residential purposes; the property is let for a minimum period of 6 months, on an Assured, Short Assured or Assured Shorthold Tenancy (AST) agreement.

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COVER DETAILS

The following statements numbered 12 to 14 inclusive are only applicable if the appropriate section of cover is shown as operative on your schedule.

12) For property cover, you confirm that the buildings and outbuildings (including contents therein) at each premises to be insured are:
   a) kept in a good state of repair and are not undergoing alterations, renovations or repair beyond that of normal upkeep and maintenance work
   b) occupied and used in accordance with the business activities of your tenants, as shown on the policy schedule, and there are not any unoccupied, in whole or part, buildings
   c) not in an area where flooding has occurred
   d) not sited on a flood plain or within 400 metres of any body of water e.g. river, lake, stream or other watercourse
   e) 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 subsidence cover, you confirm that each of the premises to be insured:
   a) are free from any signs (e.g. cracking) of:
      i) subsidence (downward movement of the ground beneath the buildings other than by settlement)
      ii) heave (upward movement of the ground beneath the buildings as a result of the soil expanding)
      iii) landslip (downward movement of sloping ground)
      iv) settlement (downward movement as a result of the soil being compressed by the weight of the buildings within 10 years of construction)
   b) has not had underpinning or remedial action of any type in connection with subsidence, heave, landslip or coastal or river erosion.

14) For liability cover, you confirm that:
   a) all your business activities have been disclosed to us and specified in the policy wording and schedule or by endorsement or otherwise agreed by us in writing
   b) you always ensure that established codes of practice and safety are complied with for such activities or work
   c) none of your activities involve any work on ships, offshore installations or at oil or gas refineries, chemical works or airports
   d) you do not use oxy-acetylene or similar welding or flame cutting equipment, blow lamps or torches, flame guns or other heat producing equipment unless disclosed by you and agreed by us in writing
   e) you do not handle, use, store or transport asbestos or silica or materials containing these substances; isocyanates or dioxins; acids, gases, chemicals, explosives or other toxic, dangerous or waste substances; materials that give rise to dust, fumes or vapours; radioactive substances or other sources of ionising radiations
   f) you do not discharge trade waste into the atmosphere, ground, sewers or waterways
   g) any sub-contractor working for you must have in force their own liability insurance which provides cover for their sub-contract activities
   h) any manual work undertaken (other than routine repair, maintenance and decoration at each premises to be insured) has been disclosed to us and specified in the policy and/or by endorsement or otherwise agreed by us in writing.

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

None

Risk Location: ***Nancledra Pre School Nancledra Penzance TR20 8NB***
Construction: ***Non-standard*** Date built: ***2018***
Claims details: ***None***

U/W 155.2(SOF) 01/24

HEALTH AND SAFETY
FOR SMALL/MEDIUM SIZED BUSINESSES

How my insurer helps me manage my health and safety risk
Good health and safety standards help you to run your business successfully. Meeting the requirements of relevant regulation is a central factor in achieving this. Insurers recognise the wider benefits to society of encouraging businesses in following sensible, proportionate measures aimed at helping them to carry out their activities.

We are providing this information to help you take sensible steps to manage health and safety effectively.

Insurers will continue to settle legitimate claims. Insurers will also co-operate with businesses such as yours if you need to deal with the consequences of vexatious claims made against you.

Your insurer will always be willing to offer you guidance on what constitutes good practice in managing health and safety. This guidance should be aimed at improving the resilience of your business in dealing with civil law claims made against you, and will be proportionate to the level of risk involved.

Employers' liability vs public liability – what's the difference?
Insurers provide cover for businesses' legal liabilities by issuing:
- employers' liability policies – this covers employers for injury or disease to people they **employ**; and
- public liability policies – this covers businesses for injury, disease or damage to people they **do not employ**, for example visitors.

The law - the Health and Safety at Work etc. Act 1974
- This is the main law on health and safety and says that every employer is to ensure, so far as is reasonably practicable, the health and safety of employees and also persons not in their employment who may be affected by work activities.
- Your insurer expects you to take reasonable steps to comply with this requirement and other related regulations, using the guidance and tools provided by the Health and Safety Executive (or other competent organisations) to help with this aim. You can find more information at www.hse.gov.uk/index.htm.
- Your insurer will not refuse to pay a claim purely because of a breach of health and safety regulations.
- Your insurer will not withdraw cover midterm purely because of a breach of health and safety regulations.

Who is an employee?
There are various forms of employment. Often a working individual may not be engaged under a contract of employment. For this reason, insurers include, under an employers' liability policy, a definition of who is to be treated as an 'employee'. A typical definition would be:
- any person employed under a contract of service or apprenticeship;
- people on work experience schemes, for example, students;
- any person hired or borrowed from another employer including drivers or operators of hired in plant;
- labour only subcontractors; and
- home workers.

All these people are covered while working for and under your control in your business.

HEALTH AND SAFETY
FOR SMALL/MEDIUM SIZED BUSINESSES

Some common concerns

Documentation	• Insurers do not generally need you to show any formal evidence that you are keeping to health and safety regulations nor do they ask to see health and safety documents as a condition of granting insurance cover. • However, although it is not a legal or insurance requirement to do so, good record keeping (for example, training records, written risk assessments etc.) may be useful if you need to defend a civil law claim.
Written risk assessments	• If you employ fewer than five employees, there is no need for you to complete written risk assessments. However, although completing and recording risk assessments is not a legal or insurance requirement, it may help in defending any civil law claims made against you.
The role of health and safety consultants	• You do not need to hire a health and safety consultant. The law says that you must have access to competent health and safety advice – often, this is available from your own staff. • If, however, the complexity or nature of your business indicates that you do need external support, your insurer will normally recommend that you use a health and safety consultant who is listed on the Occupational Safety and Health Consultants Register. You can get more information at www.oshcr.org.
Testing portable electrical appliances	• There is no specific legal requirement for every portable electrical appliance to be tested each year and your insurer will not insist upon this when offering you insurance. • However, as you must maintain this equipment suitably to prevent danger, insurers recommend you follow the guidance published by the HSE, available at www.hse.gov.uk/electricity/index.htm. • For specific guidance, read 'Maintaining portable electric equipment in low risk environments', available at www.hse.gov.uk/pubns/indg236.pdf.

More help
Insurers approve the principles set out in the Association of British Insurers' Key Principles document: Health and Safety for Businesses and the Voluntary Sector. This is available at www.abi.org.uk.

You can also find more guidance on the HSE website available at www.hse.gov.uk.

Adequate Explanation Q&A Sheet

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

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, 4th Floor, The Office, 1 Market Square, Circus Street, Brighton, BN2 9AS.

ansvar

Instruction to your bank or building society to pay by Direct Debit

DIRECT Debit

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

Ansvar Insurance
4th Floor, The Office,
1 Market Square, Circus Street,
Brighton, BN2 9AS

Service user number

9	5	3	1	4	7

Name(s) of Account Holder(s)

Bank/building society account number

Sort code

Name and full postal address of your bank or building society

To: The Manager Bank/building society

Address

Postcode

Policy reference number

M	P	P	2	4	3	5	3	9	8								

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.

F(AC)103 01/11

This guarantee should be detached and retained by the payer

The Direct Debit Guarantee

DIRECT Debit

- 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.