

215 ACTIVITIES

1. EXCLUDED ACTIVITIES

The following exclusions are added to 'What is not covered' under section 1 (Public and Products Liability):

a) Liability arising from any of the following activities:

- i.
 - abseiling or rappelling
 - aerial activities of any kind
 - American football, Australian rules football, Gaelic football and rugby (other than walking or tag/touch variants of these sports)
 - caving, potholing or underground activities of any kind
 - climbing (including tree climbing) requiring the use of hands as well as feet (other than children's playground equipment)
 - fire or glass walking
 - firework and/or bonfire events organised or run by any **professional supplier**
 - gorge or glacier walking or trekking and the like
 - gymnastics
 - horse, pony or donkey riding of any kind
 - martial arts or combat sports of any kind
 - parkour or freerunning
 - professional sport of any kind
 - racing or time trials (other than on foot)
- ii. football where:
 - **your** football team(s) is (are) participating in a league system (including official training and practice sessions)
 - **you** manage, control or organise a football league system.
- iii. water and wind sport activities, other than:
 - paddle boarding, snorkelling, surfing, swimming, windsurfing in, on or under water
 - the use of non-mechanically propelled watercraft not exceeding nine meters in length whilst operated on inland waterways or within three miles of the coast (provided they are not used in any white water activity).
- iv. winter sports (including but not limited to ice skating, skiing, sledding, snowboarding, snow tubing or tobogganning).
- v. cycling using manual or e-bikes, where this involves:
 - commercial use (such as couriers)
 - downhill or trials courses.

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

- airborne lanterns
- cables, wires or elastic ropes (other than children's playground equipment)
- fireworks or explosive items (other than as specifically stated as part of **your** Charitable Activities shown in the schedule)
- motorised fairground rides (other than coin operated rides designed for children)
- segway vehicles
- water based play inflatables
- weaponry.

c) Liability arising from any activity that involves the ownership, possession or use by **you** or on **your** behalf, or by any person entitled to cover under this section, of any:

- motor car, van, lorry, motor unit of an articulated lorry, coach, bus, mini-bus, quad bike, go-kart, motorcycle, motor tricycle, motor scooter or moped (whether powered by an internal combustion engine or electric motor)
- 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**.

330 INFECTIOUS DISEASE AND CYBER EXCLUSIONS AND DATA PROTECTION EXTENSION LIMIT

1. The policy definitions of **computer system** and **data** are deleted and replaced by:

computer system

For the Cyber section only this definition is as follows:

hardware, data, computer networks, websites, intranet and extranet sites

For the Terrorism section only this definition is as follows:

any computer or other equipment or component or system or item which processes, stores, transmits or receives **data**

For the Public and Products Liability section, Employers' Liability section, Professional Indemnity section, Trustees' and Directors' Indemnity section and the Cyber Loss (Property) General Exclusion only this definition is as follows:

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

data

For the Cyber section only this definition is as follows:

facts, concepts, information, ideas, text, recordings and images which are converted to a form which can be processed by **hardware**, but not including software and programs

For the Terrorism section only this definition is as follows:

data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever

For the Public and Products Liability section, Employers' Liability section, Professional Indemnity section, Trustees' and Directors' Indemnity section and the Cyber Loss (Property) General Exclusion only this definition is as follows:

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**

2. The following definitions are added to this policy:

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**

infectious or communicable disease

any disease, pandemic or epidemic including but not limited to any:

a) virus

b) bacterium

c) parasite

d) other organism or infectious matter

e) mutation or variation to any of the above

whether:

i. living or dead

ii. natural or artificial

iii. officially declared an epidemic or pandemic or not

transmitted by any direct or indirect means (whether asymptomatic or not)

time element loss

business interruption, contingent business interruption or any other consequential losses

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330 INFECTIOUS DISEASE AND CYBER EXCLUSIONS AND DATA PROTECTION EXTENSION LIMIT

Continued....

3. The following General Exclusions are added to this policy:

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

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 contradiction in this policy this exclusion shall always take primacy
- 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.

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

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330 INFECTIOUS DISEASE AND CYBER EXCLUSIONS AND DATA PROTECTION EXTENSION LIMIT

Continued....

3. The following General Exclusions are 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 | g) Directors' and Officers' Liability |
| b) Public Liability | h) Personal Accident |
| c) Medical Malpractice | i) Legal Expenses |
| d) Reputational Risks | j) Terrorism |
| e) Professional Indemnity | k) Cyber |
| f) Trustees' and Directors' Indemnity | l) Equipment Breakdown. |

4. The following cyber exclusion is added to WHAT IS NOT COVERED under each of sections 1 (Public and Products Liability) and 2 (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 6 Data Protection of section 1.

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

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330 INFECTIOUS DISEASE AND CYBER EXCLUSIONS AND DATA PROTECTION EXTENSION LIMIT

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5. Amended limit - Data Protection extension (Public and Products Liability)

Under extension 6 Data Protection of section 1, 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.

6. The following changes are made to WHAT IS NOT COVERED under section 4 (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:

- 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
- 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:

- 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

7. The following cyber exclusion is added to WHAT IS NOT COVERED under section 3 (Trustees' and Directors' Indemnity):

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
- 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 a **wrongful act** involving access to, processing of, use of, or operation of, any **computer system** or **data**.

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