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**THE SCHEDULE:** Attaching to and forming part of the policy bearing the number below and written upon policy form FA49 0616.  
Subject to the terms and conditions of the policy the insurance is for the period shown.

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Date of issue 7/05/26

Agent

BNL - Edwards Insurance Brokers  
Stonebridge House  
Kenilworth Road  
Meriden  
CV7 7LJ

Phone: 01564 730900  
UK 4111

Policyholder

CFTTB of The Oratory Society  
33 Fortuna Street  
  
Belfast  
BT12 5PL

593499

|                          |                                  |                             |                     |
|--------------------------|----------------------------------|-----------------------------|---------------------|
| Policy number            | <b>CFW 2463548</b>               | Reason                      | <b>New Business</b> |
| Policy type              | <b>Church Fellowship Connect</b> |                             |                     |
| Period of insurance from | <b>14:26 Hrs 7/05/26</b>         | Premium                     | £152.51             |
|                          | <b>to Midnight 6/05/27</b>       | Insurance Premium Tax (IPT) | £34.49              |
|                          |                                  | Instalment charge           | £NIL                |
|                          |                                  | <b>Total premium</b>        | <b>£187.00</b>      |

CHURCH DESCRIPTION:

Church fellowship using hired, rented or loaned premises

CHURCH ACTIVITIES OF THE INSURED:

Weekly Sunday services  
Church youth & children's clubs/mid-week meetings/parent & toddler group  
After-school care/community work/nursery/playgroups



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Policy number CFW 2463548

SCHEDULE

Location: 41A Rosemary Street Belfast BT1 1QB

Your No Claims Discount is 0 year(s)



Policy number CFW 2463548

SCHEDULE

Endorsements

Changes to Business Interruption Extensions

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ENDORSEMENTS

Policy numberCFW 2463548

Policy number CFW 2463548

ENDORSEMENTS

37 EMPLOYMENT PRACTICES LEGAL PROTECTION

The following changes are made to section 1 Legal Expenses and the policy definitions relating to that section:

1. Policy definitions:

- a) Reference to '(excluding 2.e))' in the first bulleted item within the definition of **countries covered** is deleted and replaced by (excluding 2. e) iii.) b) The following bulleted item is added to the list within the definition of **date of occurrence**:
  - the date of occurrence for: 'formal regulatory investigations and disciplinary hearings, is when an **insured person** first receives formal notice of such investigation or disciplinary hearing
- c) The definition of **reasonable prospects** is deleted and replaced by the following:
  - reasonable prospects**
    - for civil cases arising from all insured incidents (other than 1.a), 1.b), 1.c) or 2.), the prospects that the **insured person** will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that **ARAG** has agreed to, including an enforcement of judgment) make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%
    - ARAG** or a **preferred law firm or tax consultancy** on **our** behalf will assess whether there are **reasonable prospects**.
    - for criminal cases, the prospects of a successful outcome for appeals must be at least 51%

2. Section 1 Legal Expenses:

- a) Sub-paragraph c) of the section's introductory text under WHAT IS COVERED is deleted and replaced by the following:

**We** will indemnify the **insured person** for any **insured incident** detailed below arising in connection with **your activities** as long as:

- c) any proceedings or investigation will be dealt with by a court or an employment tribunal or employment appeal tribunal or an arbitration proceeding where parties to a dispute appoint an arbitrator to determine the evidence and issue a decision which is recognised by and enforceable through a court or the Equality and Human Rights Commission or Equality Commission for Northern Ireland or any other body which replaces any of the above or which **ARAG** agree to.
- b) Exclusion j) (bankruptcy, winding up etc) of the section's introductory text under WHAT IS NOT COVERED is deemed to apply to all **insured incidents** other than 1.a) Employment Practices Legal Protection , 1.b) Compensation Awards and 2 Legal Defence.
- c) The heading for insured incident 1 is changed to EMPLOYMENT PRACTICES LEGAL PROTECTION AND COMPENSATION AWARDS
- d) Insured incidents 1.a) Employment Disputes, 1.b) Compensation Awards and 2.e) Statutory Notice Appeals are deleted and replaced by the following:

WHAT IS COVERED

1 EMPLOYMENT PRACTICES LEGAL PROTECTION AND COMPENSATION AWARDS

a) EMPLOYMENT PRACTICES LEGAL PROTECTION

**ARAG** will defend the **insured's** legal rights:

- i. following a demand for monetary compensation by a prospective **employee, employee** or **ex-employee** , or
- ii. following any request for reinstatement by an **employee** or **ex-employee**, or
- iii. in legal proceedings in respect of any dispute:
  - relating to a contract of employment with the **insured**, or with an **employee**, prospective **employee** or **ex-employee**
  - arising from an alleged breach of their statutory rights under employment legislation or civil rights in relation to their work or application to work as an **employee** of the **insured**
- iv. where an **employee**, or **ex-employee** has contacted ACAS to commence the Early Conciliation procedure.

1. Any employment dispute where the cause of action arises within the first 90 days of the indemnity provided by this section.
2. Employee internal disciplinary or grievance procedures.
3. Any redundancy or alleged redundancy or unfair selection for redundancy arising within the first 180 days of the indemnity provided by this section.
4. Any claim:
  - a) in respect of damages for personal injury or loss of or damage to property
  - b) arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005.

If a claim is made under insured incident 1a) exclusions 1. and 3. above will not be enforced if the **insured** can provide written evidence of continuous and equivalent employment legal expenses insurance prior to inception of this section.

Continued...

WHAT IS NOT COVERED

Policy number CFW 2463548

ENDORSEMENTS

37 EMPLOYMENT PRACTICES LEGAL PROTECTION

Continued...

WHAT IS COVERED

b) COMPENSATION AWARDS

Where **ARAG** have accepted a claim under **insured incident** 1.a), **we** will pay :

- i. any basic and compensatory award, and/or
- ii. an order for compensation (including compensation for injury to feelings) awarded by an employment tribunal following:
  - a. a breach of the **insured's** statutory duties under employment legislation
  - b. a breach of legislation for unlawful discrimination by an **insured person** (other than the **insured**), or
- iii. damages ordered by a court, or
- iv. any sum of money in settlement of a dispute

provided that

- A. for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy the **insured** has sought and followed advice from **ARAG** Claims Department prior to serving notice of redundancy
- B. the compensation award is awarded by a court or tribunal under a judgement made after full argument and otherwise than by consent or default or is payable under settlement approved in writing in advance by **ARAG**.

2 LEGAL DEFENCE

At the insured's request:

e) FORMAL INVESTIGATIONS AND STATUTORY NOTICE APPEALS

**ARAG** will represent the **insured person**:

- i. throughout a formal investigation conducted by the Equality and Human Rights Commission or Equality Commission for Northern Ireland following a complaint against an **insured person**
- ii. throughout a formal investigation or disciplinary hearing by any other relevant authority noted by endorsement to this policy
- iii. in appealing against the imposition or terms of any Statutory Notice issued under legislation affecting **your activities** other than those issued in connection with the **insured's** licence, mandatory registration or British Standard Certificate of Registration.

WHAT IS NOT COVERED

1. 10% of all compensation awards payable under this section subject to a minimum of £1,000 in respect of each and every claim.
2. Any compensation award relating to the following:
  - a) trade union activities, trade union membership or non-membership, industrial or labour arbitration, collective bargaining agreements, trade union recognition or matters concerning European Work Councils
  - b) pregnancy or maternity rights, paternity, parental or adoption rights
  - c) Health & Safety related dismissals brought under Section 44 of the Employment Rights Act 1996
  - d) civil claims against or statutory rights in relation to trustees of occupational pension schemes.
3. Non-payment of money due under the relevant contract of employment or statutory provision relating thereto.
4. Any award ordered because the **insured** has failed to provide relevant records to **employees** under the National Minimum Wage laws.
5. Any compensation award or increase in compensation award ordered by a court or tribunal for failure to comply with a recommendation or order it has made including non-compliance with a reinstatement or re-engagement order.

Date of issue 7/05/26

Policy number CFW 2463548

ENDORSEMENTS

317 POLICY CHANGES 2025 (EXCLUSION OF INFECTIOUS OR COMMUNICABLE DISEASE and CHANGES TO BUSINESS INTERRUPTION EXTENSIONS )  
 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. General exclusion of infectious or communicable disease  
 The following general exclusion is added to this policy:

This policy does not cover:

INFECTIOUS OR COMMUNICABLE DISEASE

loss, **damage**, liability, cost, expense or any other sum of whatsoever nature directly or indirectly caused by, resulting from, arising out of or related to or contributed to by:

- a) any **infectious or communicable disease** including but not limited to:
  - i. the fear of a threat (whether actual or perceived) from an **infectious or communicable disease**
  - ii. contamination or fear of contamination (whether actual or perceived) of property by an **infectious or communicable disease**
 but this shall not exclude direct physical loss or physical damage to insured property at the **premises** occurring during the **period of insurance** resulting directly or indirectly from, or caused by, a peril otherwise insured by this policy
- b) any action taken or failure to take action to prevent, control or respond to any **infectious or communicable disease**

Provided that:

- | this exclusion applies regardless of any concurrent or contributory cause or event or occurrence in any sequence with any other cause or event
- | in the event of any conflict between this exclusion and any other provision of this policy this exclusion shall always apply and take precedence over any such other provision
- | where **we** apply this exclusion the burden of proving the contrary shall be upon **you**
- | this exclusion applies to all sections and extensions of this policy except those sections or extensions (where available and insured by this policy) noted below:
 

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

4. Under section 5 (Business Interruption), some extensions are deleted and replaced:
  - a) These extensions are deleted and are no longer in effect:
    - 1 SPECIFIED DISEASE, POISONING, MURDER
    - 2 BOMB SCARE OR EMERGENCY ACTION
    - 3 DENIAL OF ACCESS
    - 5 FAILURE OF SUPPLY
    - 6 UTILITIES

Date of issue 7/05/26

Policy number CFW 2463548

## ENDORSEMENTS

317 POLICY CHANGES 2025 (EXCLUSION OF INFECTIOUS OR COMMUNICABLE DISEASE and CHANGES TO BUSINESS INTERRUPTION EXTENSIONS )

b) The following extensions are added:

### WHAT IS COVERED

#### 1 FOOD POISONING, DEFECTIVE SANITATION AND VERMIN

The prevention or restriction of access to, or closure of, the **premises** on the order or advice of the police, environmental health or other similar enforcement agency as a direct consequence of:

- a) any **bodily injury** sustained by any person arising from, or traceable to, food or drink provided at the **premises**
- b) any accident causing defects in drains or other sanitary arrangements at the **premises**
- c) any discovery of:
  - rats,
  - mice,
  - squirrels,
  - wasps or hornets nests
 at the **premises**
- d) trespass at the **premises** provided that any extensions which deem **damage** at other locations to be **damage** at the **premises** shall not apply to this cover.

The most **we** will pay for any **claim** for any one occurrence, discovery or accident is £250,000 or 25%, whichever is less, of the:

- i. Business Interruption sum insured shown in the schedule, or
- ii. limit of **our** liability by the items if the declaration-linked basis applies.

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) above, 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, discovery or accident.

#### 2 PREVENTION OF ACCESS – NON-DAMAGE

The prevention of access to the **premises** as a direct consequence of:

- a) murder, suicide, or rape (including attempted murder, suicide, or rape)
- b) a road traffic collision
- c) a gas or water leak.

The most **we** will pay is £10,000 for all **claims** in any one **period of insurance**.

#### 3 BOMB SCARE

The prevention of access to the **premises** as a direct consequence of a bomb scare.

The most **we** will pay is £10,000 for all **claims** in any one **period of insurance**.

#### 4 FAILURE OF UTILITY SUPPLY

Failure of the supply of electricity, gas, water or telecommunications to the **premises** caused by **damage** due to an insured event under the Property Damage section of this policy either at **your premises**, or involving the infrastructure or premises of **your** supplier.

The most **we** will pay is £500,000 for all **claims** in any one **period of insurance**.

### WHAT IS NOT COVERED

1. Costs incurred in the cleaning, repair, replacement, recall or checking of property.
2. Any occurrence, discovery or accident that is not at the **premises**.
3. Trespass at the **premises** by groups or individuals protesting, or acting for, or on behalf of environmental, activist or political groups.

#### Loss:

- a) where the incident occurred more than 1 mile from the **premises**
- b) where the police, fire and rescue services, or a recognised utility company do not impose a cordon or restriction that prevents access
- c) for any period where access is hindered but not prevented
- d) following a road traffic collision where access is prevented whilst waiting for, or during repairs to the highway
- e) arising from pollution or contamination
- f) arising from closure of less than 4 hours duration
- g) more specifically covered elsewhere in this policy.

#### Loss:

- a) where the incident occurred more than 1 mile from the **premises**
- b) where the police or fire and rescue services do not impose a cordon or restriction that prevents access
- c) for any period where access is hindered but not prevented
- d) arising from closure of less than 4 hours duration
- e) more specifically covered elsewhere by this policy.

- a) deliberate act of the supplier in withholding or restricting supply
- b) restriction caused by strikes or labour disputes
- c) restriction of use of less than 4 hours duration
- d) restrictions of use lasting more than seven days
- e) loss originating outside the **territorial limits**
- f) loss caused by drought
- g) loss caused by atmospheric or weather conditions unless failure is due to **damage** caused by such conditions
- h) failure of telecommunication services received via satellite
- i) loss resulting from **damage** to overhead cables except for **damage** to overhead cables within 1 mile of the **premises**.

Date of issue 7/05/26

Policy number CFW 2463548

**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

2. The policy General Exclusion for Electronic Risks is deleted and replaced by: (Applicable to

the whole policy unless **we** say otherwise)

This policy does not cover:

**CYBER LOSS (PROPERTY)**

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

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

- i. Fire, lightning or explosion ii. Impact by aircraft or vehicle or animal or falling objects
- iii. Wind, storm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow
- iv. Escape of water or oil
- v. Riot or civil commotion
- vi. Subsidence, heave or 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....

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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 7 (Employers' Liability) and 8 (Public and Products 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 **cyber act** or **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 8.

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 6 Data Protection of section 8, 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. £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
- 1. £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.

Date of issue 7/05/26

Policy number CFW 2463548

ENDORSEMENTS

331 CYBER EXCLUSIONS AND DATA PROTECTION EXTENSION LIMIT

Continued....

5. The following changes are made to WHAT IS NOT COVERED under section 12 (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 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** 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**.

Date of issue 7/05/26

Policy number CFW 2463548

## ENDORSEMENTS

### 453 COSTS IN ADDITION AND CONTRACTUAL LIABILITY AMENDMENTS

The following changes are made to section 8 (Public and Products Liability):

- A. Any payment for **costs and expenses** under this section, including any of its extensions, is now in addition to the limits stated in the policy wording or the schedule, other than in respect of any:
- a) **claim**:
    - i. which is brought within the legal jurisdiction of the United States of America or Canada
    - ii. arising from **terrorism**
    - iii. under the following extensions:
      - 5 Wrongful Arrest
      - 6 Data Protection Act
      - 8 Libel and Slander
      - 11 Pastoral Care
 in which circumstances the **costs and expenses** is included within the indemnity limit, or extension limit, to which the **claim** applies
  - b) extension that only covers **costs and expenses**, in which circumstances the extension limit will apply.
- B. The Claims settlement for Public and Products Liability is deleted and restated as follows:
- Claims settlement for Public and Products Liability  
 LIMITS  
 The most **we** will pay:
- a) under this section, including any extension to this section not stated in b) below:
    - i. for damages in respect of:
      - ▮ all **claims** in any one **period of insurance** caused by **products** or arising from pollution or contamination
      - ▮ any **claim** for liability other than relating to a **claim** brought within the legal jurisdiction of the United States of America or Canada, **terrorism**, **products**, pollution or contamination
    - ii. for damages and **costs and expenses** in respect of any **claim**:
      - ▮ brought within the legal jurisdiction of the United States of America or Canada
      - ▮ (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. 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 9 Second-hand Goods (Products Liability):
3. Liability arising from an agreement unless liability would have existed without the agreement.

Date of issue 7/05/26

Policy number CFW 2463548

## ENDORSEMENTS

483 POLICY CHANGES MAY 2018

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

A. Under section 8 (Public and Products Liability), extension 6 for data protection is deleted and is replaced by the following:

### WHAT IS COVERED

#### 6 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 12 (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 1 (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 CFW 2463548

## ENDORSEMENTS

483 POLICY CHANGES MAY 2018

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

Continued...

D. Under section 1 (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

#### 2 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 **ARAG** 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.

Date of issue 7/05/26

Policy number CFW 2463548

ENDORSEMENTS

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.                             |

482 POLICY CHANGES APRIL 2018

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

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

- 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

B. Under the Special requirements for Public and Products Liability of section 8, special requirement 3 Protection policy for groups working with young people or vulnerable adults is deleted and replaced by:

**You** are required as a condition precedent to **our** liability:

3 SAFEGUARDING POLICY FOR CHILDREN OR VULNERABLE ADULTS

if **you** or any **employees** or any of **your professional suppliers** work unsupervised with children or vulnerable adults, or who have unsupervised access to children or vulnerable adults, to ensure that:

- a) **you**, any **employees** or any of **your professional suppliers** comply with **your** safeguarding policy established for the protection of children and vulnerable adults, and
- b) **your** written safeguarding policy is regularly reviewed (at least annually), and
- c) all eligible persons working with children or vulnerable adults have undergone Disclosure and Barring Service (DBS) or equivalent checks at the level appropriate to their role prior to engagement in those duties, and
- d) all persons working with children or vulnerable adults receive formal induction training and regular (at least annually) update training on safeguarding.

Date of issue 7/05/26

## 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: **CFW 2463548**

1. Name of policyholder:

**CFTTB of The Oratory Society**

2. Date of commencement of insurance: **7th May 2026**

3. Date of expiry of insurance: **6th May 2027**

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 Ansva.

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

NB/ 4111

## 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).

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](mailto:ansvar.insurance@ansvar.co.uk) Website: [ansvar.co.uk](http://ansvar.co.uk)

Ansvar Insurance is a business division of Ecclesiastical Insurance Office plc (EIO) Reg No 24869. EIO is registered in England at Benefact House, 2000 Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW, United Kingdom. EIO is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 113848.



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

ARAG will process your personal information in accordance with their Privacy Notice. You can find their Privacy Notice online at <https://www.arag.co.uk/data-legal/privacy-notice>. Alternatively, you can make a request for a printed copy to be sent to you by contacting [dataprotection@arag.co.uk](mailto:dataprotection@arag.co.uk).

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

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Phone: **0345 60 20 999** Email: **ansvar.insurance@ansvar.co.uk** Website: **ansvar.co.uk**

Policy number: **CFW 2463548**

Effective from: **7/05/26**

Client ('you/your'): **CFTTB of The Oratory Society**

#### THE CONTRACT OF INSURANCE

- <sup>1</sup>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).
- <sup>1</sup>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 inception/renewed, otherwise payment by instalments will not be accepted by us.
- <sup>1</sup>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.
- <sup>1</sup>You must carefully check all policy documentation and certificates. If there are any inaccuracies then you must tell your insurance advisor or us immediately.
- <sup>1</sup>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.
- <sup>1</sup>We will communicate with you in English at all times.
- <sup>1</sup>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. <sup>1</sup>Our policy cover is underwritten by Ecclesiastical Insurance Office plc. The Legal Expenses cover is dealt with by ARAG Legal Expenses Insurance Company Limited.

Date of issue: **7/05/26**

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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.

#### CHURCH DETAILS

- 1) Your:
  - a) church meeting in hired, rented or loaned premises (e.g. a school, community building etc.) and is not the owner, tenant or the sole occupier b)
- Charity registration number is 2) Year your church was established: **1987**
- 3) You confirm that your church's:
  - a) wage roll is **Not advised**
  - b) membership (or congregation size) is **100**
- 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 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.
- 7) You confirm that you or any 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
  - d) the subject of any adverse publicity in the last three years, or anticipate being the subject of any adverse publicity in the next twelve months.
- 8) 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 as notified to us and shown below: **None**
- 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) Your previous insurance details:
  - a) Insurer: **No previous insurance**
  - b) Policy number:
  - c) Expiry date:
- 11) You require cover for usual church activities as shown in your policy schedule. You have not had or plan to have either on a regular or 'one-off' basis any hazardous or unusual church activities. (Please refer any activity which you are unsure about to your insurance advisor or us).

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**The following statements numbered 12 to 20 inclusive are only applicable if the appropriate section of cover is shown as operative on your schedule.**

- 12) For office contents cover, you confirm that the premises to be insured are:
- occupied and used solely by you in accordance with your church activities and there are not any unoccupied, in whole or part, buildings
  - kept in a good state of repair and are not undergoing alterations, renovations or repair beyond that of normal upkeep and maintenance work
  - constructed of brick / stone / concrete and roofed with slates / tiles / metal / concrete (we can include as 'standard' small felt roof area(s) not exceeding 20% of the total roof area)
  - 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 a site that has any unusual features e.g. a bridge, railway line, river, lake, mine, quarry, gravel pit, well or cliff.
- 13) Where minimum fire or security protections, or additional specific protections, are agreed for the office contents in the premises to be insured, you will maintain those protections at all times in efficient working order, and keep them in effective operation.
- 14) For liability cover, you confirm that:
- in respect of all church activities arranged or provided by you, you always ensure that established codes of practice and safety are complied with before engaging in such activities
  - those treatments or professional services you require cover for have been disclosed to us and specified in the schedule or by endorsement
  - any work, other than meetings and services, office and administration work or attending conferences and seminars, undertaken away from your premises and within England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man has been disclosed to us and specified in the schedule or by endorsement
  - any work abroad has been disclosed to us and specified in the schedule, or by endorsement or otherwise agreed by us in writing (Note: the standard policy cover will allow for church activities undertaken on a temporary visit abroad unless excluded by endorsement or specified otherwise in the schedule).
- 15) 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.
- 16) 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.**
- 17) 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 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.
- 18) For professional indemnity and/or libel and slander 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.

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- 19) For fidelity guarantee cover, you confirm that you comply with our special requirements for 'best practice'.
- 20) For trustees' indemnity cover, you confirm that:
- a) your governing documents do not prohibit the purchase of trustees' indemnity insurance
  - b) your most recent annual financial report and accounts were independently examined or audited, where required by any regulatory body governing your church, 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

|   |
|---|
| <b>DETAILS OF ANY AMENDMENTS TO THE ABOVE STATEMENT OF FACTS DECLARED TO US</b> |
|---|

*None*

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### 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](http://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

|  |  |
|--|--|
| <b>Documentation</b>                             | <ul style="list-style-type: none"> <li>  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.</li> <li>  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.</li> </ul>  |
| <b>Written risk assessments</b>                  | <ul style="list-style-type: none"> <li>  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.</li> </ul>   |
| <b>The role of health and safety consultants</b> | <ul style="list-style-type: none"> <li>  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.</li> <li>  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 <a href="http://www.oshcr.org">www.oshcr.org</a>.</li> </ul>   |
| <b>Testing portable electrical appliances</b>    | <ul style="list-style-type: none"> <li>  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 <a href="http://www.hse.gov.uk/electricity/index.htm">www.hse.gov.uk/electricity/index.htm</a>.</li> <li>  For specific guidance, read 'Maintaining portable electric equipment in low risk environments', available at <a href="http://www.hse.gov.uk/pubns/indg236.pdf">www.hse.gov.uk/pubns/indg236.pdf</a>.</li> </ul> |

### 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](http://www.abi.org.uk).

You can also find more guidance on the HSE website available at [www.hse.gov.uk](http://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.**



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**

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**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.

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

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

|   |   |   |   |   |   |   |   |   |   |  |  |  |  |  |  |
|---|---|---|---|---|---|---|---|---|---|--|--|--|--|--|--|
| C | F | W | 2 | 4 | 6 | 3 | 5 | 4 | 8 |  |  |  |  |  |  |
|---|---|---|---|---|---|---|---|---|---|--|--|--|--|--|--|

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



Service user number

|   |   |   |   |   |   |
|---|---|---|---|---|---|
| 9 | 5 | 3 | 1 | 4 | 7 |
|---|---|---|---|---|---|

**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



- † 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.