

THE SCHEDULE: Attaching to and forming part of the policy bearing the number below and written upon policy form FA67 0721.
 Subject to the terms and conditions of the policy the insurance is for the period shown.

Agent

Gallagher (Birmingham)
 13th Floor
 103 Colmore Row
 Birmingham
 B3 3AG

Phone: 0121 606 0660
 UK 3857

Policyholder

The Canmore Trust
 Easter Dullater

543957

Callander
 FK17 8HQ

Policy number	ACY 2409888	Reason	New Business
Policy type	Charity and Community (Essentials)		
Period of insurance from	16:34 Hrs 16/11/23	Premium	£502.08
	to Midnight 15/11/24	Insurance Premium Tax (IPT)	£60.25 at 12.0%
		Total premium	£562.33

DESCRIPTION OF THE ORGANISATION:
 Mental Health charity

CHARITABLE ACTIVITIES OF THE INSURED:

- a) We cover the following activities:
- * Advice Or Counselling Services
 - * Clean-Ups and Litter Picks
 - * Clerical and Other Non-Manual Work
 - * Conferences, Trade Shows and Exhibitions
 - * Delivery And/Or Collection Of Goods
 - * Domestic Duties
 - * Fireworks Display or Bonfire Event up to 100 Attendees
 - * Fundraising Events (ex. Fireworks & Bonfires) up to 1000 people
 - * Gardening (Domestic)
 - * Meetings, coaching and mentoring
 - * Talks, Presentations And Seminars
- b) We are also covering the following additional activities you have disclosed to us:
- * Befriending

Policy number ACY 2409888

ADDITIONAL RISK INFORMATION

Provided any activity above is not otherwise more specifically excluded in any section of this policy or by any endorsement forming part of this schedule or otherwise by us in writing.

PROFESSIONAL SERVICES:

(Only applicable if Section 4 'Professional Indemnity' is operative):

- * Referring clients to other organisations
- * The production or distribution of literature relating to the charitable organisation
- * The provision of general counselling

DECLARED INCOME, WAGES AND VOLUNTEERS

You have declared to us your:

- a) income as £200,000
- b) wage roll as £15,000
- c) number of volunteers as 15

Policy number ACY 2409888

SCHEDULE

General Cover

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

SECTION	EXCESS (Unless another amount is stated by endorsement or in the policy wording)	COVER
1 PUBLIC AND PRODUCTS LIABILITY Indemnity Limit	£100	OPERATIVE £5,000,000
2 EMPLOYERS' LIABILITY Indemnity Limit		OPERATIVE £10,000,000
3 TRUSTEES' AND DIRECTORS' INDEMNITY Indemnity Limit	£250	OPERATIVE £500,000
4 PROFESSIONAL INDEMNITY Indemnity Limit Retroactive date - 16/11/2023	£250	OPERATIVE £250,000
5 PERSONAL ACCIDENT		NOT OPERATIVE
6 FIDELITY GUARANTEE Indemnity Limit Retroactive date - 16/11/2023	£250	OPERATIVE £25,000
7 REPUTATIONAL RISKS 1. Libel and slander 2. PR crisis - any incident	£250	OPERATIVE £100,000 £5,000
8 LEGAL EXPENSES Indemnity Limit		OPERATIVE £250,000
9 CYBER		NOT OPERATIVE
10 ALL RISKS Unspecified items with a single item limit of £500 and within the geographical limits of the United Kingdom	£75	OPERATIVE £1,000
11 MONEY		NOT OPERATIVE
12 GOODS IN TRANSIT		NOT OPERATIVE
13 MOTOR POLICY COMPENSATION		NOT OPERATIVE

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SCHEDULE

Endorsements

215 - Activities

330 - Infectious Disease, Cyber and Data Protection

340 - Territorial Exclusion (Property)General Exclusions

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SCHEDULE

Location: Easter Dullater Callander FK17 8HQ

SECTION	EXCESS (Unless another amount is stated by endorsement or in the policy wording)	COVER
14 PROPERTY DAMAGE		NOT OPERATIVE
15 BUSINESS INTERRUPTION		NOT OPERATIVE
16 LOSS OF LICENCE		NOT OPERATIVE
17 EQUIPMENT BREAKDOWN		NOT OPERATIVE
18 TERRORISM		NOT OPERATIVE

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ENDORSEMENTS

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:

- | | |
|---|---|
| <ul style="list-style-type: none"> i. <ul style="list-style-type: none"> • abseiling • aerial activities of any kind • American football or Australian rules football • climbing requiring the use of hands as well as feet (other than children's playground equipment) • fire walking • firework and/or bonfire events organised or run by any professional supplier • glacier walking or trekking • Gaelic football • gorge walking and the like • gymnastics ii. football where: <ul style="list-style-type: none"> - you football team(s) is (are) participating in a league system (including official training and practice sessions) - you manage, control or organise a football league system. iii. water activities (other than swimming, snorkelling, surfing, windsurfing or the use of non-mechanically propelled watercraft not exceeding nine metres in length whilst operated on inland waterways only or within three miles of the coast provided they are not used in any white water activity). | <ul style="list-style-type: none"> • horse, pony or donkey riding of any kind • martial arts or fighting sports of any kind • Olympic style weightlifting • parkour or freerunning • powerlifting • professional sport of any kind • racing or time trials (other than on foot) • rugby • tree climbing • underground activities of any kind including but not limited to caving and potholing. |
|---|---|

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

- | | |
|---|--|
| <ul style="list-style-type: none"> • airborne lanterns • bicycles other than for normal road use • cables or wires • elastic ropes • fireworks or explosive items (other than as specifically stated as part of you Charitable Activities shown in the schedule) • land, kite or fly boards of any kind • land, sand or ice yachts of any kind • motorised fairground rides • roller blades • sandboards | <ul style="list-style-type: none"> • segway vehicles • skates • skateboards and hover boards • skis • sleds • snowboards • snow tubes of any kind • toboggans • water based play inflatables • weaponry. |
|---|--|

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

- motor car, van, lorry, motor unit of an articulated lorry, coach, bus, mini-bus, quad bike, go-kart, motorcycle, motor tricycle, motor scooter or moped
- trailer used for carrying people (whether fare paying or not) for which compulsory motor insurance or security is not required.

d) Liability, other than liability relating to **products**, for any **mobility equipment** hired or loaned out by **you**.

2. PROFESSIONAL SUPPLIERS CONTINGENCY EXTENSION

Section 1 (Public and Products Liability), subject to its terms, exceptions and conditions, extends to cover the following specified activities whilst under the overall control of any **professional supplier**:

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

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ENDORSEMENTS

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

Continued....

Policy number ACY 2409888

ENDORSEMENTS

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, tsunamis, flood, freeze or weight of snow
- iv. Escape of water or oil
- v. Riot or civil commotion
- vi. Subsidence, heave or landslip
- vii. Theft or loss of insured property caused by persons physically present at both the time and location of such theft or loss
- viii. Vandalism or malicious acts causing physical damage to insured property caused by persons physically present at both the time and location of such damage
- ix. Accidental damage to insured property caused by persons physically present at both the time and location of such damage

Continued....

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ENDORSEMENTS

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.

Continued....

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ENDORSEMENTS

330 INFECTIOUS DISEASE AND CYBER EXCLUSIONS AND DATA PROTECTION EXTENSION LIMIT

Continued....

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**.

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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. |

Data Privacy Notice

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

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

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

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

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

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

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

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

Fraud Prevention

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

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

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

Further Information

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

Ansvar Insurance, Ansvar House,

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

Phone: **0345 60 20 999** or **01323 737541** | Email: ansvar.insurance@ansvar.co.uk | Web: www.ansvar.co.uk

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DAS DATA PROTECTION

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

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

Ansvar Insurance, Ansvar House,

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

Phone: **0345 60 20 999** or **01323 737541** | Email: ansvar.insurance@ansvar.co.uk | Web: www.ansvar.co.uk

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