

policy document

HERITAGE RESIDENTIAL INSURANCE



Version 1

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Please read this policy carefully to ensure it meets your requirements

Introduction

Thank you for choosing Ecclesiastical

Please read this insurance document very carefully, together with any endorsements and the schedule, as this is a contract between you and us and explains the covers and conditions of your policy in detail. If anything is incorrect please contact us immediately.

We agree to provide the insurance described in this policy in return for the premium you have paid us.

The policy will be governed by English law unless you live in Scotland in which case the law of Scotland will apply. In the case of a dispute as to which law applies, it will be English law.

Claims service and contact numbers

(not forming part of the policy)

We treat our customers the way we would like to be treated if we experienced the same loss – with integrity, empathy, promptness, fairness and expertise.

Good service is important to us, which is why we've minimised the frustrations associated with call centres: there are no long wait times; we don't outsource or offshore our customer service teams; and you will speak to a real person. We also encourage our staff to give you as much time and information as you need to fully understand your requirements.

Measuring our claims service

Our reputation for settling claims is as important as the cover we provide. With Ecclesiastical, you can rest assured that we'll be there to provide support at every stage of the claims process. Service excellence is our goal and by asking you for feedback following conclusion of claims we continually assess our performance. Every interaction is our opportunity to impress and demonstrate that we provide a quality service that's customer driven. Please visit www.ecclesiastical.com/claims for recent survey results.

Our claims commitment

- We are committed to providing you with a first class claims service.
- We have made our claims process as flexible and simple as we can.
- When you make a claim, we aim to respond within one working day of receipt.
- We aim to pay your claim within four working days of agreeing the amount.
- We aim to respond to all other correspondence within five working days.

Paying your claim

When we have agreed a payment with you, we are able to transfer the money directly into your account and provide you with a receipt of this transaction.

Making your claim

Claims should be made to your broker or us directly using the contact methods listed below. New claims can be reported 24 hours a day, seven days a week. Claim updates can be requested during our office hours of 8am – 6pm, Monday - Friday.

Call us on

0845 603 8381 (UK only)

+44 1452 336 568 (outside UK)

(24 hours a day, seven days a week)

Claim online at

www.ecclesiastical.com

Email

claims@ecclesiastical.com

Fax

01452 380281

Legal expenses claims

This cover has been arranged by us and DAS Legal Expenses Insurance Company Limited (DAS). We are responsible for paying any claims under this cover but DAS deal with any claims matters and correspondence on our behalf. Their address is:

DAS Legal Expenses Insurance Company Limited

DAS House

Quay Side

Temple Back

Bristol

BS1 6NH

Please report all claims for legal expenses directly to DAS. They will advise you on your policy cover and explain how to pursue your claim.

To contact DAS regarding a legal expenses claim call the following number:

0117 934 0553

Open 24 hours a day, seven days a week.

Helplines

Emergency Glass Replacement

This service is provided by Solaglas. A free call to Solaglas will make sure your broken glass is repaired quickly. We will pay Solaglas direct, but you pay for any excess.

Helplines

We have arranged the helpline services described below for the benefit of all Heritage Residential policyholders. When calling any of the emergency helpline services, please make sure that you can give your policy number. These helplines are provided by DAS Legal Expenses Insurance Company Ltd. To help DAS check and improve their service standards, DAS records all calls, except those to the counselling service.

EuroLaw legal advice

Telephone

0117 934 0553

DAS will give you confidential legal advice on any personal legal problem under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway, which in many cases will save the need for more action.

Tax advice

Telephone

0117 934 0553

DAS will give you confidential advice over the phone on personal tax matters.

Identity theft

Telephone

0844 848 7071

The helpline is open 8am - 8pm, 7 days a week.

If you are a resident in the UK, Northern Ireland or the Channel Islands, DAS will provide you with detailed guidance and advice over the phone for any concerns about being or becoming a victim of identity theft.

If your identity is used or stolen while abroad or in the Channel Islands or Isle of Man, the advice available from the Identity Theft Helpline and Support Services may be limited.

Health and medical information**Telephone****0117 934 0553**

DAS will give you information over the phone on health and fitness and non-diagnostic advice on medical matters. Advice can be given on allergies, the side effects of drugs and how to improve general fitness. Information is available on self-help groups and hospital waiting lists.

Between the hours of 7pm and 9am, DAS will take a message and one of their Health and Medical Advisors will contact you the next day or at an agreed time.

Counselling**Telephone****0117 934 2121**

DAS will provide you with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary or professional services.

Additional Helplines

DAS can provide you with contact details for the following four services 24 hours a day seven days a week, but most of them only work during standard office hours. Outside of these times, DAS will contact them for you the next working day and call you back. Unless the claim is for insured damage, you are responsible for paying any costs for the help provided.

DAS will not accept responsibility if the Helpline Services are unavailable for reasons they cannot control.

Please call the following number for all helpline assistance.

Telephone**0117 934 2104****Domestic assistance**

The service provides help or repairs needed if you have a domestic emergency in your home, such as a burst pipe, blocked drain, broken window or building damage.

Veterinary assistance

If your pet is ill or injured, DAS can help find a vet who can offer treatment.

Childcare help

DAS will help you find a range of childcare options in your area if an unforeseen event occurs (such as illness or injury to you) and you need to make alternative childcare arrangements.

Home help

DAS will arrange assistance following an emergency (such as illness or injury to you) when help is needed to run the home. DAS can help find cleaning staff, au pairs, and housekeepers.

General information

Complaints procedure

We aim to provide a high standard of service. However, if you have any reason to complain about the advice or service you have received you should contact Ecclesiastical Insurance Office plc.

You can make your complaint in writing or verbally to the Compliance Officer or Chief Claims Manager at:

Ecclesiastical Insurance Office plc

Beaufort House

Brunswick Road

Gloucester

GL1 1JZ

Telephone

01452 528533

Fax

01452 423557

Email

complaints@ecclesiastical.com

We will acknowledge all complaints within five working days.

All complaints will be investigated independently at a senior level within Ecclesiastical.

We will aim to respond formally to your complaint within four weeks, but we shall endeavour to report to you within ten working days whenever possible.

If after four weeks we have not completed our investigation, we will write to you or telephone you with the progress of the investigation. We will then write to you again within eight weeks of receiving your complaint with our response, or to inform you of the progress being made.

If you are not satisfied with our response, or we have not completed our investigation after eight weeks, we will inform you of your right to take the complaint to:

Financial Ombudsman Service

South Quay Plaza

183 Marsh Wall

London

E14 9SR

This complaints procedure does not affect your right to take legal proceedings.

The Financial Services Compensation Scheme (FSCS)

As with all Financial Services Authority (FSA) regulated companies, should a situation arise where Ecclesiastical was unable to pay claims against it you may be entitled to compensation from the FSCS.

For further information, please visit:

www.fscs.org.uk

or write to:

**Financial Services Compensation Scheme
7th Floor, Lloyds Chambers
1 Portsoken Street
London
E1 8BN**

Telephone

020 7892 7300

The scheme was set up under the terms of the Financial Services and Markets Act 2000. They are an independent, non-profit making organisation and cover deposits, insurance and investments. FSCS may arrange to transfer your policy to another insurer, provide a new policy, or, if these actions are not possible, provide compensation. The maximum level of compensation you can receive from the Scheme for a claim against an insurance firm depends on the type of insurance policy.

For Home Insurance the first £2,000 of a claim or policy is protected in full. Above this amount, 90% of the rest of the claim or value of unused premiums will be met.

For compulsory insurance (such as Employers' liability cover) the full amount of the claim or unused premiums is protected.

General definitions

Each time any of the following words or phrases appear in this document in **bold italic** type (or in capital letters in the schedule) they will take the specific meaning shown below unless more specifically defined under each individual policy section.

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply.

Agreed value

means the value agreed by **you** and **us** for the purpose of this policy only.

No representation is made by **us** that those values represent the market value or any other basis of value.

Archaeological rescue work

means archaeological exercise concerned with the recording of information which would otherwise be lost or in danger of being lost.

Archaeological research work

means other archaeological exercise, other than **archaeological rescue work**.

Art and antiques

means anything that could be bought or sold at a reputable auction house including, but not limited to, paintings, works on paper, tapestries, furniture, rugs, antique guns (i.e. those not in active use) sculpture, ceramics, gold, silver and gold and silver-plated items, architectural features, collectibles including wine collections, glass, clocks and barometers, coins, stamps and medals and **garden statuary** in the grounds of the **buildings**.

Excluding **personal valuables**.

Asbestos

means asbestos, asbestos fibres or any derivatives of asbestos, including any product containing any asbestos, asbestos fibres or any derivatives of asbestos.

Buildings

means the home, including all outbuildings and all permanent fixtures and fittings all within the boundaries of the land belonging to the home.

We do not include use of the **buildings** for any business activity other than for home office use, or a **business** as defined below.

Business

means any other business or profession including **incidental farming**, which **we** have noted on the schedule, which is conducted solely from the **buildings** and does not include any work undertaken on any offshore platform, rig, service or accommodation vessel or installation or whilst in the course of a journey to or from such location.

Business contents

means equipment furnishings and supplies not insured elsewhere used to conduct the **business** including:

- (a) **your** business books;
- (b) personal effects belonging to **employees** and visitors up to £250 per person;
- (c) business stock up to £500 or any higher limit agreed and noted in **your** schedule.

Business money

means **money** relating to the **business**.

Contents

means household goods, clothing, personal belongings (items worn, used or carried about the person) all belonging to **you** or for which **you** are legally responsible. The term **contents** does not include the following:

- (a) **money**;
- (b) **motor vehicles**, caravans, aircraft, hovercraft and any accessory which is designed to be used with any of these;
- (c) trailers (other than trailers and non-motorised horseboxes up to 5 metres in length);
- (d) boats (other than rowing boats and dinghies up to 4 metres in length), including their accessories and sailboards;
- (e) any living creatures, trees, shrubs, plants or grass (except as provided for under Other covers 5 of the buildings section and Other covers 9 of the contents section);
- (f) documents and computer data (except as provided for under Other covers 8 of the contents section);
- (g) landlord's fixtures and fittings;
- (h) property insured separately or property specified separately elsewhere under this policy.

Depreciation

means the reduction in value of an item caused directly by damage to the item and arrived at with reference to the full insured value of the item as per the basis of settlement and its condition prior to the damage.

Denial of service attack

means any actions or instructions constructed or generated with the ability to damage, interfere with, or otherwise affect the availability of computer networks, network services, network connectivity or information systems.

Denial of service attack includes, but is not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

Employee(s)

means any person employed by **you** under a contract of service and carrying out duties in connection with the **business**.

Excess

means the amount **you** must pay towards any claim.

Note: if one incident results in a claim being made under more than one section of this policy, only one excess (the higher amount) will apply.

Garden statuary

means statues and sculpture normally situated outdoors within the boundaries of the land belonging to the home.

Geographical limits

means England, Scotland, Wales, Northern Ireland, Republic of Ireland, the Channel Islands and the Isle of Man.

Hacking

means unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data, whether **your** property or not.

Incidental farming

means farming, including raising or caring for animals (excluding riding establishments and schools), carried out by **you** on a part-time basis at **your** home noted on the schedule, as long as any people **you** employ for this purpose do not work more than 1,000 hours between them during the period of insurance and that the farming is incidental to the use of **your** home.

Market value

means the price a willing buyer would pay to a willing seller with good title at the place the item was located immediately prior to the loss after a reasonable period for marketing taking into account the state of the market for goods of that type and the size and condition of the goods.

Marquees

means hired marquees or tents including gazebos, staging, flooring, chairs, tables, lighting and other ancillary equipment.

Money

means money belonging to **you** including current notes and coins, cheques, travellers' cheques, postal or money orders, postage stamps (not forming part of a stamp collection), National Savings stamps or certificates, premium bonds, trading stamps, stamps for television licence, gas, electricity or other bills, luncheon vouchers, gift tokens, telephone cards, travel tickets and other season tickets.

Modern techniques and materials

means techniques and materials that will allow the **buildings** to be repaired in a similar form to the existing structures using materials which are substantially the same but are not necessarily ancient. For example, ancient stonework will be replaced with stonework of similar appearance and quality but not with ancient stone unless this can be found economically and within the sum insured.

Motor vehicle

means any electrically or mechanically powered vehicle except those listed below.

Motor vehicle does **not** include:

- (a) a vehicle used only as domestic gardening equipment;
- (b) a vehicle designed for disabled people provided the vehicle is not required to be registered under the Road Traffic Acts;
- (c) golf buggies or carts;
- (d) a toy or model controlled by someone on foot.

Payment basis

means the basis on which **your** claim will be settled in the event of physical loss or damage to **your buildings**.

Personal valuables

means jewellery, watches, gemstones, pearls, items of gold or silver or other precious or semi-precious metal and/or articles comprising them designed to be worn on the person; and furs and guns.

Tenant's improvements

means improvements made to the **buildings** by **you** or for which **you** are legally responsible including fixtures and fittings, and any radio and television aerials, satellite dishes and their fittings and masts that belong to **you**. This applies where **you** do not own or are not responsible for insuring the **buildings**.

Terrorism

means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological, ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear.

Unoccupied

means not lived in by **you** or any person authorised by **you** for more than 90 consecutive days.

Virus or similar mechanism

means program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self replication or not. Virus or similar mechanism includes but is not limited to Trojan horses, worms or logic bombs.

We, our, us

Ecclesiastical Insurance Office plc.

You, your

The people named as insured in the schedule and their family who normally live with them.

General conditions

1 Duty of care

You must take all reasonable steps to prevent loss of, or damage to, property insured by this policy and to maintain the property in a good condition and in a good state of repair.

2 Other insurances

At the time of any loss, damage or liability resulting in a claim under this policy, if **you** have any other insurance covering the same loss, damage or liability, **we** will only pay **our** share of the claim.

3 More than one property

If this policy insures more than one property, the policy limits and exclusions apply separately to each property in the same way as if each property had been insured by a separate policy.

4 Changes to risk

You must notify **us** if there is any alteration after the start of this insurance, which increases the risk of loss, damage, accident, or liability. **We** shall be entitled to cancel the policy from the date of such alteration or impose special terms or charge an additional premium. If **we** cancel **your** policy, **we** will refund any unexpired premium. If in doubt about any alteration, please contact **us** or **your** broker.

5 Changes to premium

If **you** make a change in the policy cover and this results in a charge or a refund for the period up to the renewal date of the policy, then such charge or refund will only be made by **us** if exceeding £15. **We** do not make an administration charge for processing changes **you** require.

6 Cancelling the policy

(a) Your right to cancel in the cooling-off period

If after insuring with **us** and receiving the full written policy documentation including the schedule **you** subsequently change **your** mind, **you** have 14 days to write to the sender confirming that **you** do not wish to continue. No charge will be made and any premium **you** have already paid will be refunded. **You** may make a claim up to the date **you** advise of **your** decision to cancel the policy.

(b) Your right to cancel after the cooling-off period

If **you** do not cancel the policy within the 14-day cooling-off period mentioned above, the policy is in force and **you** are committed to pay the premium. However, **you** can still cancel the policy providing **you** give **us** notice in writing. As long as **you** have not made a claim **you** will receive a refund of the part of **your** premium which covers the cancelled period, providing this exceeds £15. If **you** have made a claim then the full annual premium is due.

(c) Our right to cancel

We have the right to cancel the policy by giving **you** seven days notice in writing sent by recorded delivery to **your** last known address. If **we** cancel the policy, **we** will refund the part of **your** premium which covers the cancelled period.

7 Making a claim

- (i) If any event which may result in a claim under this policy occurs, **you** must tell **us** as soon as is reasonably possible.

The action to take then depends on the type of claim.

Riot

Tell **us** within seven days.

Accidental loss outside the home, theft, vandalism, or malicious acts

Tell the police immediately.

Legal liability for injury or damage

Immediately send **us** any writ, summons, or other legal document.

You must not negotiate, admit or deny any claim without **our** written permission.

Legal expenses

Tell DAS Legal Expenses Insurance Company Ltd as soon as possible.

- (ii) **You** must give **us**, at **your** expense, all reasonable details and evidence which **we** ask for.

8 Rights and responsibilities

We may enter **your** property where loss or damage has occurred to deal with **your** claim, temporarily take for safe keeping any of the property insured and to deal with any salvage. However, **you** must not abandon any property to **us**.

We may take over and deal with, in **your** name, the defence or settlement of any claim.

We may take proceedings in **your** name, but at **our** expense, to recover the amount of any payment **we** have made under this policy. **You** must give **us** all the information **we** may need to make these recoveries.

9 Third Parties

A person or company who is not party to this policy has no right under the Contract (Right of Third Parties) Act 1999 to enforce any term of this policy, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

10 Fraudulent claims

If **you** (or anyone acting on **your** behalf) make a claim which is at all false or fraudulent, or supports a claim with any false or fraudulent statement or document, **we** will void the policy and **you** will forfeit all rights under the policy. In such circumstances, **we** retain the right to keep the premium and to recover any sums paid by way of benefit under the policy.

General exclusions

Whilst we aim to make our policy comprehensive, there are certain things we cannot insure. Each section contains exclusions specific to it. The following apply to all sections of the policy.

This policy does not cover

1 Radioactive contamination

We will not cover any claim or expense of any kind caused directly or indirectly by:

- ionising radiation or radioactive contamination from any nuclear fuel or nuclear waste arising from burning nuclear fuel;
- the radioactive, poisonous, explosive, or other dangerous properties of any nuclear equipment or part of that equipment.

This exclusion does not apply to any employers' liability cover provided by this policy.

2 War risks

We will not pay for loss, damage, or liability, which is the direct or indirect result of any of the following, whether or not contributed to by any other cause or event.

- War.
- Invasion.
- Activities of a foreign enemy.
- Hostilities or warlike operations (whether war has been declared or not).
- Civil war.
- Mutiny.
- Revolution, or insurrection (meaning people rising up and rebelling against the government by force).
- Civil commotion, which is so severe or widespread that it resembles a popular uprising.
- Military power (even if properly authorised by the duly elected government).
- Usurped power (meaning power taken by force by any person or group, including the armed forces, which is not the duly elected government).
- Property being confiscated by any government or public or local authority.

3 Terrorism

Part A

Property

applicable to the buildings, contents and fine art & personal valuables sections of the policy. Regardless of any contributory cause this insurance does not cover any loss, damage or expense directly or indirectly caused by, resulting from or in connection with:

- (a) Contamination or the threat of Contamination
- (b) Any action taken in controlling, preventing or in any way relating to Contamination or the threat of Contamination

due to any act of **terrorism**.

For the purposes of this exclusion, Contamination means the contamination, poisoning or prevention and/or limitation of the use of objects due to the effects of any substance or process.

If **we** allege that by reason of this exclusion any direct or indirect loss, damage or expense is not covered by this insurance the burden of proving the contrary shall be upon **you**.

Part B

Third party liability

applicable to any section or part of a section insuring legal liability to third parties.

This insurance does not provide an indemnity in respect of any liability to third parties or any liability incurred by **you** for damages, costs or expenses directly or indirectly caused by resulting from or in connection with any act of **terrorism**.

This policy also excludes any such third party liability or any liability incurred by **you** directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**.

If **we** allege that by reason of this exclusion any direct or indirect loss, damage or expense is not covered by this insurance the burden of proving the contrary shall be upon **you**.

4 Sonic bangs

We will not cover any loss or damage by pressure waves caused by aircraft or other flying devices travelling at sonic or supersonic speeds.

5 Uninsurable risks

We will not cover the following.

- The cost of maintaining buildings or contents.
- Damage that happened before cover under this policy started.
- Loss or damage caused deliberately by **you** or anyone acting on **your** behalf. This does not apply to theft by domestic staff of any insured property under this policy.
- Damage caused by wear and tear, atmospheric or climatic conditions (other than storm or flood) rot, fungus, insects, vermin or any gradual cause.
- Damage caused by faulty workmanship, materials, specification or design.
- Damage caused by cleaning, dyeing, repair, or restoration.
- Mechanical or electrical breakdown.
- Property being confiscated or detained by any government, public or police authority.

6 Pollution or contamination

We will not cover any claim or expense of any kind caused directly or indirectly by pollution or contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the period of insurance.

All pollution or contamination, which arises out of one incident, shall be deemed to have occurred at the time such incident takes place.

7 Date recognition

Part A

We will not cover loss or damage to any

- computer or other electrical equipment containing a microchip or integrated circuit or any component part insured by **us** and
- computer records, programs, discs, software or the information contained on them

which is caused, at any time, by a failure of any property insured by **us** to recognise, accept, process or respond to any date as its true calendar date or a failure to continue to function correctly beyond that date.

Part B

applicable to the Legal expenses section. See 'What is not covered (xi)' page 41 under that section.

8 Indirect loss

We will not pay for any indirect losses which result from the incident that caused **you** to claim, except as specifically provided for under this policy.

9 Electronic risks

(applicable to any section or part of section insuring damage to property or business interruption).

We will not cover loss or damage caused by **virus or similar mechanism** or **hacking** or **denial of service attack** to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data or any part of that whether tangible or intangible (including but without limitation any information or programs or software) and whether **your** property or not.

1 Buildings

(Your schedule will show if this section applies)

Making a claim

Claims should be made to your broker or us directly using the contact methods listed below. New claims can be reported 24 hours a day, seven days a week. Claim updates can be requested during our office hours of 8am – 6pm, Monday - Friday.

Call us on

0845 603 8381 (UK only)

+44 1452 336 568 (outside UK)

(24 hours a day, seven days a week)

Claim online at

www.ecclesiastical.com

Email

claims@ecclesiastical.com

Fax

01452 380281

How we will pay your claim

Buildings

Provided the work is carried out immediately, **we** will pay the cost of either repairing or rebuilding as new the damaged part of the **buildings** using **modern techniques and materials**. **We** would normally expect **you** to carry out any repairs. Alternatively, if **you** and **we** agree that it is not reasonable to do this **we** will pay **you** an amount which **we** both agree fair. For **tenant's improvements** **we** will decide whether to replace or repair the damaged parts.

If the **buildings** are not in a good state of repair at the time of the loss, **we** will reduce the amount **we** will pay to take into account wear and tear.

Under this section **we** will also pay the following costs:

- (a) architects', surveyors', engineers' and other professionals' reasonable and necessary fees;
- (b) the cost of demolishing the **buildings**, supporting the **buildings**, removing debris and making the site safe;
- (c) the cost of keeping to local authority or other legal conditions made after the damage.

We will not pay for the cost of preparing a claim.

The sum insured will not be reduced after **we** pay a claim.

Payment basis

Your policy schedule indicates which **payment basis** applies.

Standard Payment

If the standard payment basis applies, the sum insured for **buildings** as shown in the schedule is the most **we** will pay in the event of a claim. If at the time of any damage the full cost of rebuilding **your** home is greater than the sum insured, the amount payable by **us** in settlement of **your** claim will be reduced in proportion to the amount of underinsurance.

Extended Payment

Providing **you** have had a survey undertaken by one of **our** surveyors for this cover, **we** will pay the full cost of repairing or rebuilding the **buildings** even if this amount is greater than the sum insured shown in **your** policy schedule. This cover will only be provided if **you** tell **us** about any alterations, additions or replacements **you** have made to the **buildings** since the survey was conducted and **you** amend the sum insured to account for this.

If **you** do not, then **your** claim will be settled using the Standard Payment basis.

Index Linking

Each month **we** will adjust the sum insured for **buildings** and **tenants' improvements** in line with the House Rebuilding Cost Index (prepared by the Royal Institution of Chartered Surveyors) or an alternative index.

We will not charge **you** for increases made to the sums insured after index linking. However, at the end of each period of insurance, the renewal premium will be based on the adjusted sums insured.

Index-linking will continue from the date of the loss or damage until the resulting claim is settled.

What is covered

This section of the policy provides insurance against physical loss or physical damage to **your buildings** or **tenant's improvements** during the period of insurance unless stated otherwise in **our** policy or an exclusion applies.

Other Covers

This section also covers the following

1 Temporary accommodation and loss of rent

If **your** home cannot be lived in following loss or damage insured under this section, **we** will pay for:

- (i) the reasonable cost of temporary accommodation for **you** and **your** domestic staff who live with **you**;
- (ii) the cost of temporarily storing **your** furniture and for re-housing **your** pets, horses or ponies until **your** home is fit to live in again;
- (iii) rent including ground rent which **you** still have to pay; or
- (iv) loss of any rent **you** would have been paid.

If a local authority prevents **you** from living in **your** home as a result of:

- (i) an emergency evacuation, or
- (ii) a neighbouring property being damaged by any loss or damage insured by this section,
we will pay the reasonable cost of **your** necessary alternative accommodation for up to 30 days.

For any one claim under this extension, **we** will pay up to 25% of the sum insured for **buildings**.

2 Archaeological costs

With **our** consent **we** will pay the on-site costs of **archaeological rescue work** (including the recording of standing and collapsed fabric and damaged floor surfaces but not the excavation of below ground deposits) necessarily and reasonably incurred as a result of damage to the **buildings**.

We will not pay for:

- (i) the costs of any **archaeological research work** which may be enabled or facilitated as a result of damage but which is not a necessary part of the process of repair or rebuilding;
- (ii) the costs of analysis of data subsequent to **archaeological rescue work** (except in so far as such costs are a necessary and integral part of the process of repair or rebuilding);
- (iii) the costs of conservation or scientific analysis of materials or objects retrieved in the course of an archaeological exercise.

The most **we** will pay is £250,000 any one claim.

3 Damage to services

Accidental damage to service pipes, cables, sewers and drains serving **your** home for which **you** are responsible. This includes the cost of clearing blockages.

4 Locating a leak

The costs and expenses necessarily and reasonably incurred by **you** with **our** consent in locating the source of a leakage of oil or water at **your** home and the subsequent repair of damage caused by locating the source.

The most **we** will pay for any one claim is £50,000.

5 Trees, plants and shrubs

We will pay for damage to **your** trees, plants or shrubs excluding damage caused by storm or flood, weight of snow, frost or animals.

The most **we** will pay is £500 per item and £5,000 in total for all claims in any one period of insurance.

6 Planning (Listed Buildings and Conservation Areas) Act 1990

We will pay the cost of meeting local authority conditions made under the Planning (Listed Buildings and Conservation Areas) Act 1990 and amending legislation (or equivalent legislation in Scotland and Northern Ireland) following damage to the **buildings** should these costs exceed the cover provided within the **buildings** sum insured.

If the payment basis is Standard Payment, the maximum **we** will pay is 20% of the sum insured for **buildings**.

7 Disability Alterations

If during the period of insurance **you** experience an illness or injury which results in a permanent disability, with **our** consent **we** will pay up to £25,000 in any one period of insurance for any alterations to **your** house to enable **you** to live there unassisted.

8 Damage by Emergency Services

Damage at any part of **your** home including its grounds caused by the emergency services (with the exception of police raids) in circumstances where such damage would not otherwise form part of a valid claim under this section.

This includes damage which occurs when the emergency services are responding to potential danger to property or injury to persons.

9 Selling your home

If **your** home is not insured elsewhere, the person buying **your** home will have the benefit of the insurance under this section for the period from exchange of contracts (or if in Scotland the written offer and acceptance) until the sale is completed.

What is not covered

In addition to the general exclusions on pages 16 to 18, the following extra exclusions apply to this section:

1. Loss or damage caused by storm or flood to gates, hedges or fences and/or the cost of removing any tree, branch, telegraph pole, lamp post or pylon (unless the main building, garage or outbuilding is damaged at the same time).
2. Loss or damage caused by water or oil escaping from any fixed water or heating system, washing machine, dishwasher, refrigerator, freezer, water bed or fish tank while **your** home is **unoccupied** unless **you** keep **your** home heated throughout or **you** shut off and drain fixed water tanks, apparatus and pipes.
3. Loss or damage caused by subsidence or heave of the site on which the **buildings** stand or landslip:
 - (i) to swimming pools, tennis courts, paths, drives, terraces, patios, walls, fences, hedges or gates (unless the main building of **your** home is damaged at the same time); or
 - (ii) to solid floor slabs or damage resulting from the slabs moving (unless the foundations beneath the outside walls of the main building are damaged at the same time); or
 - (iii) resulting from normal settlement, shrinkage or expansion; or
 - (iv) caused by new structures or newly made-up ground settling or bedding down; or
 - (v) due to coastal or river erosion; or
 - (vi) resulting from demolishing, altering or repairing the home; or
 - (vii) where compensation is provided by law.
4. The amount of any **excess** shown in **your** schedule.
5. **We** will not make any extra payment for a reduction in the market value following a repair, reinstatement, or replacement paid for under this section.

2 Contents

(Your schedule will show if this section applies)

Making a claim

Claims should be made to your broker or us directly using the contact methods listed below. New claims can be reported 24 hours a day, seven days a week. Claim updates can be requested during our office hours of 8am – 6pm, Monday - Friday.

Call us on

0845 603 8381 (uk only)

+44 1452 336 568 (outside only)

(24 hours a day, seven days a week)

Claim online at

www.ecclesiastical.com

Email

claims@ecclesiastical.com

Fax

01452 380281

How we will pay your claim

At **our** option, **we** will either repair the item or pay the cost of replacing the item as new.

The most **we** will pay for any claim is the sum insured, depending on any specific limit shown in this policy or schedule. To reduce the possibility of being underinsured, **you** should regularly review **your** contents sum insured and request an increase if necessary.

We will not reduce the sums insured after **we** pay a claim, except for total loss or destruction of individually specified items, in which case cover will end.

Specific limits

For loss or damage to the following types of **contents**, **we** will not pay more than the limits shown below for any one claim. The limits shown are part of the total sum insured for **contents** and do not increase the sum insured of any other item covered elsewhere in this policy.

- **personal valuables** £5,000
- rowing boats and dinghies up to 4 metres in length £5,000
- golf buggies or carts £7,500
- trailers and non-motorised horseboxes £5,000
- **garden statuary** £5,000

Index Linking

Each month **we** will adjust the sum insured in line with the Consumer Durables Section of the Retail Price Index (prepared by the Government) or an alternative index.

We will not charge **you** for increases made to the sums insured after index linking. However, at the end of each period of insurance the renewal premium will be based on the adjusted sums insured.

Index-linking will continue from the date of the loss or damage until the resulting claim is settled.

What is covered

This section of the policy provides insurance against physical loss or physical damage anywhere in the world to **your contents** owned by **you** or for which **you** are legally responsible during the period of insurance unless stated otherwise in **our** policy, or an exclusion applies.

Other Covers

This section also covers the following:

1 Student contents away from the home

We will pay for any loss or damage to **your contents** whilst living away from home and attending university, college, or boarding school or whilst on a work placement as part of **your** course or studies.

The most **we** will pay for any one claim is £10,000.

2 Contents in Care Homes

We will pay for any loss or damage to **contents** of any member of **your** immediate family whilst they are resident in a care home.

The most **we** will pay for any one claim is £10,000.

3 Temporary accommodation and loss of rent

If **your** home cannot be lived in following loss or damage insured under this section, **we** will pay for:

- (i) the reasonable cost of temporary accommodation for **you** and **your** domestic staff who live with **you**;
- (ii) the cost of temporarily storing **your** furniture and for re-housing **your** pets, horses or ponies until **your** home is fit to live in again;
- (iii) rent including ground rent which **you** still have to pay; or
- (iv) loss of any rent **you** would have been paid.

If a local authority prevents **you** from living in **your** home as a result of:

- (i) an emergency evacuation, or
 - (ii) a neighbouring property being damaged by any loss or damage insured by this section,
- we** will pay the reasonable cost of **your** necessary alternative accommodation for up to 30 days.

For any one claim under this extension, **we** will pay up to 25% of the sum insured for **contents**.

4 Personal effects belonging to guests or domestic staff

We will cover the loss or damage during the period of insurance to the personal effects of **your** private guests and domestic staff in the home shown on **your** schedule. This cover excludes loss or damage to their **personal valuables**, credit or debit cards, **money**, or items that are insured elsewhere.

The most **we** will pay for any one claim is £10,000.

5 Hired marquees

We will cover any physical loss and physical damage to a marquee that **you** hire temporarily and are responsible for at the **buildings** shown in the schedule. This includes loss or damage to associated lighting, heating and furnishings belonging to the marquee owner and provided they are not insured elsewhere.

The most **we** will pay for any one claim is £10,000.

6 Locks and keys

If **you** lose the keys to **your** home or to any safe or alarm in **your** home, or the keys are stolen, **we** will pay for reasonable and necessary costs of gaining access to **your** home and repairing or replacing the keys or locks. There is no **excess** for this cover.

7 Loss of oil, gas and water

We will pay for:

- (a) loss of oil, gas or metered water from the water or heating system after accidental damage to that system;
- (b) theft of oil from any storage tank used for the heating system at **your** home;
- (c) the cost of decontaminating the grounds of **your** home following discharge of oil from a storage tank used for the heating system at **your** home.

The most **we** will pay for each claim under (a), (b) and (c) above is £5,000.

8 Documents and data replacement

For damage covered by this section, **we** will pay the necessary costs involved in:

- (a) preparing any personal documents and new title deeds to **your** home if the originals are lost or damaged while the deeds are in **your** home, a bank or a safe deposit.
- (b) retrieving **your** personal and **business** data stored on **your** computer.

9 Fatal injury benefit

We will pay the following benefit if **you** die within three months as a direct result of:

- (a) fire or accident in the home;
- (b) an accident while travelling as a fare-paying passenger in any road or rail vehicle;
- (c) an assault by any person other than a person insured by this policy.

Benefit £50,000 per person (£5,000 for any person under the age of 16).

10 Credit cards and money

We will insure **you** against loss and theft of **your money** and credit and debit cards anywhere in the world during the period of insurance.

For **money**, the most **we** will pay is £5,000 any one loss.

For credit and debit cards, cover is provided for any amounts **you** are liable to pay if **your** cards have been used without **your** permission after they have been lost or stolen, provided all the terms under which the cards were issued have been followed.

The most **we** will pay in total for each time **your** cards are lost or stolen is £30,000.

11 Trees, plants and shrubs

We will pay for damage to **your** trees, plants or shrubs, excluding damage caused by storm or flood, weight of snow, frost or animals.

The most **we** will pay is £500 per item and £5,000 in total for all claims in any one period of insurance.

Endorsement - Business cover

We will provide the following cover for a **business** which **you** run from **your** home, this cover applies only and in so far as the **business** noted on **your** schedule.

Business contents

Cover for contents is extended to include **business contents you** own or lease while at **your** home or anywhere in the world, up to the limit agreed and noted in **your** schedule.

Business money

We will insure **you** against loss and theft of **your business money** anywhere in the world up to the following amounts:

- (a) loss of **business money** excluding cash, bank or currency notes, limit £100,000;
- (b) loss of cash, bank or currency notes used for **business** purposes while in the **buildings** or in direct transit to a bank or in a bank night safe subject to a limit of £1,000 unless contained in a locked safe in the **buildings** when the limit is increased to £2,000;
- (c) loss of **business money** due to misappropriation, deception or false accounting by **employees** authorised to handle money, discovered within 14 days of its occurrence, up to a limit any one person of £2,000 and in total in any one period of insurance £5,000;
- (d) the replacement or repair of any **business** safe in the **buildings** following loss or damage by theft or attempted theft.

We will not pay for:

- i) loss due to items being confiscated or losing value and mistakes in receipts, payments or accounting;
- ii) loss from any unattended vehicle;
- iii) loss arising from fraud or dishonesty other than as provided for under (c) above.

Business interruption

Business interruption cover is included as follows:

a) Loss of income

If the **business** is interrupted following loss or damage for which **we** have accepted a claim under the buildings or contents section, **we** will pay for the amount of income **you** lose in connection with the **business**, solely in consequence of the loss or damage and up to a maximum period of 12 months.

We will deduct from the claim any savings **you** make in respect of the expenses of the **business** which stop or are reduced because of the loss or damage.

The most **we** will pay under this paragraph is £25,000 unless stated otherwise in **your** schedule.

b) Additional expenditure

We will pay for **your** additional costs necessarily and reasonably incurred for the sole purpose of reducing a loss of income as insured under (a), but not exceeding the reduction in income avoided.

The most **we** will pay under this paragraph is £15,000 unless stated otherwise in **your** schedule.

c) Prevention of access

We will pay under (a) or (b) above for **your** loss of income or additional expenditure following loss or damage under the buildings and contents section, to property in the vicinity of the **buildings** which hinders or prevents access to **your buildings**, whether **your** buildings or contents are damaged or not.

d) Loss of telephone, electricity, gas or water

We will pay for **your** loss of income or additional expenditure following accidental failure of:

- the telephone system serving the **buildings**; or
- the electricity, gas or water supplies at the point of connection to the **buildings**.

The most **we** will pay is £5,000 any one claim.

We will not pay for:

- (i) any such failure of less than 30 minutes; or
- (ii) failure due to the deliberate act of the telephone or supply authorities or as a result of strikes or other industrial action.

e) Book debts

We will pay for outstanding debit balances not established or traced as a result of loss or damage under the buildings or contents section, with additional costs necessarily and reasonably incurred for the sole purpose of tracing and establishing outstanding balances (but not exceeding the estimated amount of the debit balances to be traced).

The most **we** will pay is £10,000 any one claim.

We will not pay for losses arising from misfiling, mislaying, erasure, distortion, deliberate falsification of business records or from bad debts.

f) Professional accountants' charges

We will pay for professional accountants' or auditors' charges reasonably incurred for producing and certifying details of any claim under this section as **we** may require.

What is not covered

In addition to the general exclusions on pages 16 to 18, the following extra exclusions apply to this section.

1. Loss or damage caused by water escaping from: any fixed water or heating system, washing machine, dishwasher, refrigerator, freezer, water bed or fish tank in **your** home while **your** home is **unoccupied** unless **you** keep **your** home heated throughout or **you** shut off and drain fixed water tanks, apparatus and pipes.
2. Property insured under the Fine art and personal valuables section.
3. The amount of any **excess** shown in **your** schedule.
4. **We** will not make any extra payment for a reduction in the market value following a repair, reinstatement, or replacement paid for under this section.

3 Fine art and personal valuables

(Your schedule will show if this section applies)

Making a claim

Claims should be made to your broker or us directly using the contact methods listed below. New claims can be reported 24 hours a day, seven days a week. Claim updates can be requested during our office hours of 8am – 6pm, Monday - Friday.

Call us on

0845 603 8381 (UK only)

+44 1452 336 568 (outside UK)

(24 hours a day, seven days a week)

Claim online at

www.ecclesiastical.com

Email

claims@ecclesiastical.com

Fax

01452 380281

How we will pay your claim

(a) Specific items

For items individually listed, which are lost or destroyed, **we** will pay the **agreed value** shown in the schedule.

(b) Unspecified items

For items not individually listed in the schedule, which are lost or destroyed, **we** will pay the market value immediately prior to the loss or the replacement cost of the item but in no case exceeding the sum insured for unspecified items.

The most **we** will pay for any one unspecified item, pair, or set is:

- £15,000 for **personal valuables**
- £25,000 for **art and antiques**.

In the event of partial damage to any item at **our** option, **we** will pay the cost of repair plus any resulting depreciation but not exceeding the amount **we** would have paid under (a) or (b) above.

(c) Pairs and sets

If any items which have an increased value because they form part of a pair or set are lost or damaged, any payment **we** make will take account of the loss in overall value.

(d) Recovered property

If **we** recover any of **your** property after **we** have paid a claim, **we** will contact **you** and **you** can buy it back from **us** within 60 days. **We** will charge:

- the amount **we** paid for **your** claim plus interest and any recovery cost and expenses; or
 - the market value of the item at the time **we** recover it;
- whichever is less.

What is covered

We will pay for physical loss or physical damage to **art and antiques** and **personal valuables** owned by **you** or for which **you** are legally responsible during the period of insurance unless stated otherwise in the policy, or an exclusion applies.

To reduce the possibility of being underinsured, **you** should regularly review **your** sum insured for this section and request an increase if necessary.

Single items of **art and antiques** worth more than £25,000 and single items of **personal valuables** worth more than £15,000 must be specified individually.

Other Covers

This section also covers the following:

1 New acquisitions

For new acquisitions of **art and antiques** and **personal valuables**, we will automatically provide cover for loss or damage up to 30% of the total of the sum insured under this section provided **you** advise **us** within 60 days from the date of the purchase and pay the full additional premium from the date acquired.

We may cancel cover for new acquisitions at any time by notifying **you** in writing.

2 Defective title

We will pay for claims made against **you** arising from **your** purchase of **art and antiques** for which the vendor had defective or no title on or on which a charge or encumbrance had been placed prior to the purchase of which **you** were not aware and should not have been aware after making reasonable enquiry.

If **you** are required to relinquish possession of the **art and antiques** to another party **we** will pay the amount that **you** paid to purchase the **art and antiques**.

If **you** are required to pay damages to another party **we** will pay the amount of those damages up to the **market value** of the item at the time of the payment.

We will only pay under this extension if:

- (i) the purchase was made after the date **you** first insured **your art and antiques** with **us** under this policy;
- (ii) the claim is made against **you** during the period of insurance;
- (iii) **you** do not commence any litigation or any other legal process without **our** consent and **you** inform **us** immediately upon becoming aware of any title issues and do not initiate or respond to any related letter or other communication without **our** consent;
- (iv) **we** have the right to take over the conduct of the litigation if **we** wish and settle on such terms as the lawyer instructed advises are reasonable.

Our maximum liability including legal costs under this extension shall not exceed £50,000 any one period of insurance.

3 Restoration and repair

If **art and antiques** are insured and are damaged by a professional conservator, restorer or framer **we** will pay the reasonable cost of repair and any **depreciation** directly caused by the damage.

Provided that **our** liability under this extension shall not exceed the sum insured for the individual piece of **art and antiques** being restored.

4 Emergency evacuation

The reasonable cost with **our** agreement of moving **your art and antiques** and **personal valuables** to and from, and keeping them in, secure storage if:

- a) **your** home becomes uninhabitable due to sudden loss of or damage to **your** home; or
 - b) a statutory or regulatory body prohibits occupation or use of **your** home;
- until either the loss or damage is rectified or the local authority allows **you** to occupy **your** home again.

What is not covered

In addition to the general exclusions on pages 16 to 18, the following extra exclusions apply to this section.

1. Loss or damage caused by water escaping from any fixed water or heating system, washing machine, dishwasher, refrigerator, freezer, water bed or fish tank in **your** home while **your** home is **unoccupied** unless **you** keep **your** home heated throughout or **you** shut off and drain fixed water tanks, apparatus and pipes.
2. The amount of any **excess** shown in **your** schedule.
3. Damage to property at a hotel unless kept in the hotel's main safe or in **your** actual personal possession or anyone acting on **your** behalf.
4. Items kept in the open grounds of the home unless specifically declared to **us**.
5. Loss or damage from an unattended vehicle, to **personal valuables** with an individual value of £5,000 or more.
6. Loss of or damage to an item insured under this section while in transit unless it is securely and adequately packed and agreed by **us** in advance.

4 Liabilities

(This section automatically applies)

Making a claim

Claims should be made to your broker or us directly using the contact methods listed below. New claims can be reported 24 hours a day, seven days a week. Claim updates can be requested during our office hours of 8am – 6pm, Monday - Friday.

Call us on

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+44 1452 336 568 (outside UK)

(24 hours a day, seven days a week)

Claim online at

www.ecclesiastical.com

Email

claims@ecclesiastical.com

Fax

01452 380281

How we will pay your claim

We will pay up to the limit for any liability as shown below.

What is covered

The following definitions apply to the Liabilities cover.

Event

means any one accident or series of accidents arising out of or attributable to one source or original cause.

Legal costs

means claimant's costs and expenses recoverable from **you** in respect of the claim under this policy. Also, where incurred with **our** prior written agreement:

- the costs of representing **you** at any coroner's inquest or inquiry in respect of any death;
- the costs of representing **you** at court where it is alleged **you** have breached **your** statutory duty;
- any other costs and expenses **we** agree.

1 Property owner's liability

We will insure **you** up to the limit of indemnity against **your** legal liability to pay damages as owner of the **buildings** for liability arising from accidental bodily injury including death, disease or illness, or accidental physical damage to material property, happening during the period of insurance and arising from:

- (a) **you** owning the home and its land, or
- (b) any home **you** used to own, which has been sold, but which **you** have liability for under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 (as long as no other insurance covers this liability).

Limit of indemnity

£5,000,000 any one **event** (inclusive of **legal costs**) or any alternative limit as shown on **your** schedule.

We will not pay for liability arising from:

- (i) loss of or damage to property belonging to, held in trust, or controlled by **you**;
- (ii) any profession, business or employment involving **you**;
- (iii) injury (including death, disease or illness) to **you** or any person employed by **you**;
- (iv) **you** owning or using lifts and **motor vehicles**;
- (v) any agreement **you** have made, unless **you** would have been liable even without the agreement;
- (vi) any deliberate, wilful or malicious act;
- (vii) any fines or penalties, or punitive, exemplary, aggravated, multiplied or liquidated damages.

2 Tenant's liability

We will pay up to £250,000 any one **event** (inclusive of all damages, costs and expenses incurred with **our** written consent) against **your** legal liability to pay damages as tenant of **your** home for damage to **your** landlord's property if such damage would be covered under the Buildings or Contents section of this policy, if **you** owned the property.

3 Occupier's and personal liability

Subject to the limits of indemnity stated below, **we** will indemnify **you** against **your** legal liability to pay damages for accidental death, bodily injury or disease to persons or accidental physical damage to material property, happening during the period of insurance and in the **geographical limits** arising:

- (i) solely from **your** occupation (not as owner) of the **buildings** and its land or any other building, caravan or boat hired or borrowed and used by **you** as temporary holiday accommodation;
- (ii) solely in a personal capacity (not as occupier or owner of any building or land); or
- (iii) as an employer of any domestic staff.

Limit of indemnity - inclusive of legal costs

- (i) In respect of **your** legal liability as an employer of domestic staff in the course of their employment,
 - (a) £5,000,000 any one **event** which is directly or indirectly caused by, results from or is in connection with **terrorism**
 - (b) £10,000,000 any other one **event**
- (ii) In respect of all other claims £5,000,000 any one **event** or any alternative limit as shown on **your** schedule. Cover also applies elsewhere in the world for a total of up to 90 days in any one period of insurance.

We will not pay for liability arising from:

- (i) **you** owning (not occupying) any land or building;
- (ii) loss or damage to property belonging to or held in trust by or controlled by **you**, unless **you** have hired or borrowed the property for temporary holiday accommodation;
- (iii) any profession, business or employment involving **you**;
- (iv) injury (including death, disease or illness) to **you**;
- (v) **you** owning or using **motor vehicles**, lifts, caravans (other than caravans hired or borrowed and used by **you** as temporary holiday accommodation) or any craft designed to travel in, on or through water, air or space (other than non-mechanically propelled waterborne craft of less than nine metres in length whilst operated on inland waterways or within three miles of the coast);
- (vi) the transmission of any communicable disease by **you**;
- (vii) any agreement **you** have made unless **you** would have been liable even without the agreement;
- (viii) any dog specified under Section 1 of the Dangerous Dogs Act 1991 or specified in the Dangerous Dogs (Northern Ireland) Order 1991 S.I.2292 (N.1.21);
- (ix) damage to data being information represented or stored electronically including but not limited to code or series of instructions, operating systems, software programs and firmware;
- (x) any deliberate, unlawful or malicious act;
- (xi) any fines or penalties, or punitive, exemplary, aggravated, multiplied, or liquidated damages.

4 Unpaid damages

We will pay up to £5,000,000 for damages which a court in England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man has awarded to **you** in a personal capacity and which have not been paid within three months of the date of the award.

This cover applies as long as:

- (i) the accident which results in the damages occurs within the period of insurance;
- (ii) the accident did not occur in the course of **your business** or any other profession, business or occupation;
- (iii) there is no appeal outstanding; and
- (iv) **we** would have covered **your** liability if the award had been made against **you** rather than to **you**.

Business Liability

We will provide the following liability cover for a **business** which **you** run from **your** home. This cover applies only and in so far as the **business** noted on **your** schedule.

1 Employers' liability

Subject to the limits of indemnity stated below, **we** will indemnify **you** against **your** legal liability to pay damages in respect of accidental death, bodily injury or disease to **employees** caused during the period of insurance arising in connection with the **business**.

Limit of indemnity - inclusive of legal costs

£5,000,000 any one **event** which is directly or indirectly caused by, results from or is in connection with **terrorism**.

£10,000,000 any other one **event**.

We will not pay for any liability for bodily injury for which **you** are required to arrange motor insurance or security in accordance with any road traffic legislation within the European Union.

2 Public and products liability

Subject to the limits of indemnity stated below, **we** will indemnify **you** against **your** legal liability to pay damages in respect of accidental death, bodily injury or disease to persons other than **employees**; or accidental damage to property; happening during the period of insurance and in connection with the **business**.

Limit of indemnity - inclusive of legal costs

£5,000,000 any one **event**.

£5,000,000 for all claims arising in any one period of insurance from the sale or supply of products.

£5,000,000 for all claims arising in any one period of insurance from pollution or contamination as insured by this policy.

We will not pay for liability arising from:

- (i) professional or other advice, design, specification or treatment or the failure to provide such advice, design, specification or treatment;
- (ii) loss or damage to property belonging to **you** or held in **your** trust, custody or control but this exclusion shall not apply to **employees'** effects;
- (iii) liability arising from **your** injury, death, disease, or illness;
- (iv) **your** owning or using **motor vehicles** or any craft designed to travel through water, air or space but this exclusion shall not apply to any non-mechanically propelled waterborne craft of less than nine metres in length whilst operated on inland waterways or within three miles of the coast;
- (v) any agreement **you** have made unless **you** would have been liable even without the agreement;
- (vi) any dog specified under Section 1 of the Dangerous Dogs Act 1991 or specified in the Dangerous Dogs (Northern Ireland) Order 1991 S.I.2292 (N.1.21);
- (vii) the transmission of any communicable disease by **you**;
- (viii) damage to data - being information represented or stored electronically including, but not limited to, code or series of instructions, operating systems, software, programs and firmware;
- (ix) the making good, replacement or reinstatement of any product supplied by **you** giving rise to a claim;
- (x) the costs of remedying any defect or alleged defect in premises which **you** have disposed of;
- (xi) liability arising from mining, processing, manufacturing, removing, handling, disposing of, treatment of, distributing or storing of **asbestos** or fears of the consequences of exposure to, or inhalation of, **asbestos**;
- (xii) any liability arising from the supervision or execution of any manual work or contract undertaken outside of the European Union;
- (xiii) liability arising from the ownership or use by **you** or on **your** behalf of any premises situated in the United States of America or Canada;
- (xiv) any liability arising from products sold or supplied on **your** behalf from any premises situated in the United States of America or Canada;
- (xv) any liability arising from products exported by **you** or on **your** behalf to the United States of America or Canada;
- (xvi) the sale or supply of medicines, drugs, syringes, dressings or any other goods of a medical or surgical nature other than proprietary branded products sold or supplied in unopened containers as a service to visitors or patients;
- (xvii) any deliberate, unlawful or malicious act;
- (xviii) any fines or penalties, or punitive, exemplary, aggravated, multiplied, or liquidated damages.

3 Health and safety at work

We will indemnify **you** and also at **your** request any director, partner or **employee** for **legal costs** and expenses incurred with **our** written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings for a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.

Provided that the proceedings relate to an offence alleged to have been committed during the period of insurance and in the course of the **business**.

We will not pay for liability arising:

- (i) from fines or penalties of any kind;
- (ii) where indemnity is provided by any other policy;
- (iii) from proceedings consequent upon any deliberate act or omission.

4 Indemnity to directors and employees

We will at **your** request indemnify any director, partner or **employee** for legal liability arising in connection with the **business** for which **you** would have been entitled to indemnity under the terms of this Business liability cover if the claim for which indemnity is being sought had been made against **you**.

5 Family legal expenses

(This section automatically applies)

Making a claim

The cover under this section has been arranged by us and DAS Legal Expenses Insurance Company Limited (DAS). We are responsible for paying any claims under this section but DAS deal with any claims matters and correspondence on our behalf. To make a claim under this section, please call DAS on the following number:

0117 934 0553

DAS will ask you about your legal dispute and if necessary call you back at an agreed time to give you legal advice.

If your dispute needs to be dealt with as a claim under this section, DAS will give you a claim reference number. At this point DAS will not be able to tell you whether you are covered but they will pass the information you have given them to their claims-handling teams and explain what to do next.

If you prefer to report your claim in writing, you can send it to DAS' Claims Department at the following address:

**Claims Department
DAS Legal Expenses Insurance Company Limited
DAS House
Quay Side
Temple Back
Bristol
BS1 6NH.**

Or you can email your claim to DAS at newclaims@das.co.uk

It is most important that you let DAS know as soon as possible if any problems arise which may result in a claim under this section.

If there is a disagreement about the way DAS handle a claim, please refer to the complaints procedure on page 8 of this policy.

How we will pay your claim

For all insured incidents, **DAS** will help in appealing or defending an appeal as long as **you** tell **DAS** within the time limits allowed that **you** want **DAS** to appeal. Before **we** pay the **costs and expenses** for appeals, **DAS** must agree that it is always more likely than not that the appeal will be successful.

We will pay **costs and expenses** of up to the **limit of cover** for the following events or causes as long as:

- (a) the **date of occurrence** of the insured incident is during the period of insurance;
- (b) any legal proceedings will be by a court, or other body which **we** agree to, in the **territorial limit**; and
- (c) for civil claims, it is always more likely than not that **you** will recover damages (or obtain any other legal remedy that **DAS** have agreed to), or make a successful defence.

If an **appointed representative** is used, **we** will pay the **costs and expenses** incurred for this.

What is covered

The following definitions apply to the Legal Expenses cover.

Appointed representative

The lawyer, accountant or other suitably qualified person appointed under this section to act for **you** in accordance with the terms of this section.

Costs and expenses

- (1) **Legal costs** - all reasonable and necessary costs charged by the **appointed representative** on a standard basis, or in accordance with the Predictable Costs scheme, if this is appropriate.
- (2) **Opponents' costs** - the costs incurred by opponents in civil cases if **you** have been ordered to pay them, or pay them with the agreement of **DAS**.
- (3) **Accountants' costs** - all reasonable and necessary costs incurred by the **appointed representative**.
- (4) **Communication costs** - costs **you** incur for phone calls, faxes or postage to communicate with the police, credit agencies, financial-service providers, other creditors or debt-collection agencies and the cost of replacement documents.
- (5) **Attendance expenses** - **your** net salary or wages for the time that **you** are off work.

We will pay for each half or whole day that the court, tribunal or **your** employer will not pay for.

The amount **we** will pay is based on the following:

- the time **you** are off work, including the time it takes to travel to and from the court or tribunal.

This will be calculated to the nearest half day assuming that a whole day is eight hours:

- if **you** work full time, the salary or wages for each day equals 1/250th of **your** yearly salary or wages;
- if **you** work part time, the salary or wages will be a proportion of **your** weekly salary or wages.

If **you** are self employed, **we** will pay **your** net salary or wages that **you** draw from the business to cover **your** own personal cost-of-living expenses.

DAS

DAS Legal Expenses Insurance Company Limited.

Date of occurrence

- For civil cases (except for examinations by HM Revenue & Customs into **your** tax affairs) the date of the event which may lead to a claim. If there is more than one event arising at the same time or from the same originating cause, then the occurrence is the date of the first of these events.
- For criminal cases – the date when **you** began or alleged to have begun, to break the criminal law in question.
- For **full enquiries** – the date when HM Revenue & Customs first tell **you** in writing that they intend to investigate **your** tax affairs.

Full enquiry

An extensive examination by HM Revenue & Customs, which considers all aspects of **your** self-assessment tax return, but not enquiries which are limited to one or more specific aspects of **your** self-assessment tax return.

Identity Theft

The theft or unauthorised use of **your** personal identification, which has resulted in the unlawful use of **your** identity.

Limit of cover

The most **we** will pay for all claims occurring at the same time or from the same cause. (The **limit of cover** is £100,000).

Territorial limits

- (a) Contract disputes and bodily injury. The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.
- (b) Identity Theft. The United Kingdom of Great Britain, Northern Ireland and the Channel Islands.
- (c) For all other insured incidents. The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

1 Employment disputes

DAS will negotiate for **your** legal rights in a dispute relating to **your** contract of employment or future employment.

We will not pay for:

- (i) employers' disciplinary hearings or internal grievance procedure;
- (ii) any claim solely relating to personal injury.

2 Contract disputes

DAS will negotiate for **your** legal rights in a contractual dispute arising from an agreement or alleged agreement which **you** have entered into for the buying or hiring in of any goods or services, or the selling of any goods.

Provided that:

- (a) **you** have entered into the agreement or alleged agreement during the period of insurance; and
- (b) the amount in dispute is more than £100.

We will not pay for:

- (i) a contract regarding **your** profession, business, or employment;
- (ii) construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 (including VAT);
- (iii) the settlement payable under an insurance policy (**DAS** will negotiate if **your** insurer refuses **your** claim, but not for a dispute over the amount of the claim);
- (iv) a dispute arising from any loan, mortgage, pension, investment or borrowing;
- (v) a dispute over the terms of a lease of land or buildings or a licence or tenancy of land or buildings. However, **we** will cover a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement.

3 Bodily injury

DAS will negotiate for **your** legal rights in a claim against a party who causes the death of or bodily injury to **you**.

We will not pay for:

- (i) any illness or bodily injury or naturally occurring condition, which happens gradually or is not caused by a specific or sudden incident;
- (ii) any psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to **you**;
- (iii) clinical negligence;
- (iv) defending **your** legal rights other than defending a counter claim.

4 Clinical negligence

DAS will negotiate for **your** legal rights where it is alleged that accidental death or bodily injury to **you** has resulted from a single negligent act of surgery, clinical or medical procedure.

We will not pay for:

- (i) the alleged failure to correctly diagnose **your** condition;
- (ii) psychological injury or mental illness that is not associated with **you** having suffered physical bodily injury.

5 Property protection

DAS will negotiate for **your** legal rights in a civil action and/or arrange mediation for a dispute relating to material property (including **your** principal and holiday home) which is owned by **you** or for which **you** are responsible following:

- (1) any event which causes physical damage to such material property provided that the amount in dispute is more than £100;
- (2) any legal nuisance (meaning any unlawful interference with **your** use or enjoyment of **your** land, or some right over, or in connection with it) or trespass, provided that **you** are responsible for the first £250 of every claim.

We will not pay for:

- (1) any claim relating to:
 - (i) a contract entered into by **you**;
 - (ii) any building or land other than **your** principal or holiday home;
 - (iii) someone legally taking **your** material property from **you** whether **you** are offered money or not, or restrictions or controls placed on **your** material property by any government or public or local authority;
 - (iv) work done by or on behalf of any government or public or local authority unless the claim is for accidental physical damage;
 - (v) mining subsidence.
- (2) defending any claim relating to an event that causes physical damage to material property but defending a counter claim is covered.

6 Tax protection

In the event of a **full enquiry** into **your** personal tax affairs:

- (1) **DAS** will negotiate on **your** behalf and represent **you** in any appeal proceedings;
- (2) **we** will pay associated **accountant's costs**.

We will not pay for:

- (1) the tax affairs of a company, or any claim if **you** are self-employed, or a sole-trader, or in a business partnership;
- (2) an investigation or enquiries by HM Revenue & Customs Special Investigations Section or Special Civil Investigations or the HM Revenue & Customs Prosecution Office.

7 Jury service and court attendance

We will pay **your attendance expenses** for the time that **you** are off work:

- (a) to attend any court or tribunal at the request of the **appointed representative**; or
- (b) to perform jury service; or
- (c) to carry out activities specified in **your** identity theft action plan under insured incident 10 Identity Theft.

8 Legal Defence

- (1) **DAS** will defend **your** legal rights if an event arising from **your** work as an employee leads to:
 - (a) **you** being prosecuted; or
 - (b) civil action being taken against **you** under legislation for unlawful discrimination; or
 - (c) civil action being taken against **you** under Section 13 of the Data Protection Act 1998.
- (2) **DAS** will defend **your** legal rights if an event leads to **your** prosecution for an offence connected with the use or driving of a motor vehicle.

We will not pay for:

- (i) parking offences or obstruction offences;
- (ii) driving of a motor vehicle by **you** when valid motor insurance is not held.

9 Identity Theft

Identity theft support service

Following a call to the **identity theft** helpline service, **DAS** will help to restore **your** identity and credit status if **you** have become a victim of **identity theft**. **DAS** will assign a personal caseworker who will provide phone advice and a personal action plan to help regain **your** identity.

Legal costs

Following **your identity theft**:

- (1) **we** will pay **legal costs** and **communication costs** to reinstate **your** identity including costs for the signing of statutory declarations or similar documents;
- (2) **DAS** will negotiate for **your** legal rights in a dispute with debt collectors or any party pursuing legal action against **you** arising from or relating to **identity theft**;
- (3) **we** will pay loan-rejection fees and any re-application administration fee for a loan when **your** original application has been rejected;

Provided that

- (i) **you** notify banks and building societies as soon as possible; and
- (ii) **you** take all reasonable action to prevent continued unauthorised use of **your** identity; and
- (iii) **you** inform **DAS** if **you** have previously suffered **identity theft**.

We will not pay for:

- (i) fraud committed by **you** or another person who is covered by this policy, under this section;
- (ii) losses arising from **your** business activities.

What is not covered

Any claim relating to the following:

- (i) Any claim where **you** have failed to notify **DAS** of the insured incident within a reasonable time of it happening and where this failure adversely affects the prospect of successfully recovering damages (or getting any other legal remedy that **DAS** have agreed to) or of making a successful defence.
- (ii) Any incident or matter arising before the start of the cover provided by this section.
- (iii) **Costs and expenses you** have paid or are charged for before **DAS** accept a claim under this section.
- (iv) Fines, damages or other penalties, which **you** are ordered to pay by a court or other authority.
- (v) Any claim **you** have deliberately or intentionally provoked.
- (vi) A legal action that **you** take which **DAS** or the **appointed representative** have not agreed to, or where **you** do anything that hinders **DAS** or the **appointed representative**.
- (vii) Any claim relating to written or verbal remarks which damage **your** reputation.
- (viii) A dispute with **us** or **DAS**, which is not dealt with by condition 7 of this section.
- (ix) **Costs and expenses** arising from or relating to a Judicial Review, coroner's inquest or fatal accident inquiry.
- (x) Any claim which is fraudulent, exaggerated or dishonest or where an allegation of dishonesty or violent behaviour has been made against **you**.
- (xi) Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.

Conditions

- 1 (a) Every communication which **DAS** needs from **you**, must be made in writing to them.
- (b) **You** must take all reasonable steps to prevent any liability which may give rise to a claim under this section.
- (c) When a claim is made under this section **you** must immediately give details of the event to **DAS** by phone, email or in writing and provide all information they ask for.
- 2 (a) **DAS** can take over and conduct, in **your** name, any claims or legal proceedings at any time. **DAS** can negotiate any claim on **your** behalf.
- (b) **You** are free to choose an **appointed representative** (by sending **DAS** a suitably qualified person's name and address) if:
 - (i) **DAS** agree to start legal proceedings and it becomes necessary for a lawyer to represent **your** interests in those proceedings; or
 - (ii) there is a conflict of interest.
- (c) In all circumstances except those in 2(b) above, **DAS** is free to appoint an **appointed representative**.
- (d) An **appointed representative** will be appointed by **DAS** and represent **you** according to **DAS's** standard terms of appointment which may include a 'no-win, no-fee' agreement.
The **appointed representative** must co-operate fully with **DAS** at all times.
- (e) **DAS** will have direct contact with the **appointed representative**.
- (f) **You** must co-operate fully with **DAS** and the **appointed representative** and must keep **DAS** up to date with the progress of the claim.
- (g) **You** must give the **appointed representative** any instructions **DAS** require.

- 3 (a) **You** must tell **DAS** if anyone offers to settle a claim.
(b) If **you** do not accept a reasonable offer to settle a claim, **we** may refuse to pay any further **costs and expenses**.
(c) **We** may decide to pay **you** the amount of damages that **you** are claiming or which are being claimed against **you** instead of starting or continuing legal proceedings.
- 4 (a) When **DAS** ask, **you** must instruct the **appointed representative** or any other person to have **costs and expenses** taxed, assessed or audited.
(b) **You** must take every step to recover **costs and expenses** that **we** have to pay and must pay **us** any **costs and expenses** that are recovered.
- 5 If an **appointed representative** refuses to continue acting for **you** with good reason or if **you** dismiss the **appointed representative** without good reason, the cover **we** provide will end immediately unless **DAS** agree to appoint another **appointed representative**.
- 6 If **you** settle or withdraw **your** claim without the agreement of **DAS** or do not give suitable instructions to an **appointed representative**, the cover **we** provide will end immediately and **we** will be entitled to reclaim any **costs and expenses** paid by **us**.
- 7 If **you** and **DAS** disagree about the choice of **appointed representative**, or about the handling of a claim, **you** and **DAS** can choose another suitably qualified person to decide the matter. **You** and **DAS** must both agree to the choice of this person in writing. Failing this **DAS** will ask the president of a relevant national law society to choose a suitably qualified person. All costs of resolving the difference will be paid by the one who loses the dispute.
- 8 **DAS** may at their discretion require **you** to obtain at **your** expense, an opinion from a lawyer, accountant or other suitably qualified person chosen by **you** and **DAS** as to the merits of a claim or proceedings. If the chosen person's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid by **us**.
- 9 All Acts of Parliament mentioned in this section of the policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as the case may be.

6 Trustees' indemnity

(This section automatically applies)

Making a claim

Claims should be made to your broker or us directly using the contact methods listed below. New claims can be reported 24 hours a day, seven days a week. Claim updates can be requested during our office hours of 8am – 6pm, Monday - Friday.

Call us on

0845 603 8381 (UK only)

+44 1452 336 568 (outside UK)

(24 hours a day, seven days a week)

Claim online at

www.ecclesiastical.com

Email

claims@ecclesiastical.com

Fax

01452 380281

How we will pay your claim

We will pay up to the limits of indemnity for any liability as shown below.

What is covered

The following definitions apply to the Trustees' indemnity cover.

Charity

means a legally recognised charity for which **you** are a **trustee**.

Charity money

means **money** belonging to a **charity**.

Trustee

means trustee, director, officer or member of the management committee of the **charity**.

Wrongful act

means any actual or alleged act which is wrongfully committed or attempted by **you** when carrying out **your** duties as a **trustee** of a **charity**.

This section of the policy provides insurance against any amount which:

- (a) **you** become legally liable to pay as damages, costs and expenses as a result of a **wrongful act** which gives rise to a claim made against **you** as a **trustee** of a **charity** and notified to **us** during the period of insurance; The most **we** will pay in total for all claims arising in any one period of insurance is £25,000 (all claims arising from a single **wrongful act** will be deemed to have been made during the period in which the first claim was accepted by **us**);
- (b) **you** become legally liable to pay as damages and costs and expenses as a result of any document (other than computer systems records) relating to **your** work for a **charity** suffering damage during the period of insurance and notified to **us** within 30 days of damage;
- (c) has reasonably been incurred by **you** in replacing or restoring any document (other than computer systems records) relating to **your** work for a **charity** suffering damage during the period of insurance and notified to **us** within 30 days of damage.

The most **we** will pay under (b) and (c) in total is £5,000 in any one period of insurance including costs and expenses.

Other covers

Fidelity Cover

We will indemnify **you** in respect of loss of:

- (a) **charity money**;
- (b) material property;

belonging to a **charity** and for which **you** are legally responsible occurring during the period of insurance and sustained in consequence of any dishonest, fraudulent, criminal or malicious act committed by a **trustee**, other than **you**, of a **charity** with the intent to obtain improper personal gain for themselves or for any other party.

Cover excludes any dishonest, fraudulent, criminal or malicious act or omission committed by any person after the discovery by **you** of reasonable cause for suspicion of such act or omission in relation to that person.

Cover under this extension is limited to the extent that the said loss is not reasonably recoverable from the **trustee**.

The most **we** will pay is £25,000 in any one period of insurance including costs and expenses.

What is not covered

In addition to the general exclusions on pages 16 to 18, the following extra exclusions apply to this section:

We will not pay for liability arising from:

- (a) bodily injury to any person;
- (b) an agreement unless liability would have existed without the agreement;
- (c) counselling, advice or professional services;
- (d) anything which was done when known to be a **wrongful act** or ignoring that possibility;
- (e) the consequences of any circumstances known to **you** at the commencement of this cover which may give rise to a claim;
- (f) failure or omission to effect and maintain adequate insurance;
- (g) infringement of intellectual property rights.

We will not pay for liability:

- (a) arising from damage to material property other than covered under paragraphs b) and c) and the fidelity cover of this section;
- (b) arising from any unexplained or inexplicable disappearance or unexplained shortage or shortages;
- (c) arising from any legal action brought in any court of law outside the **geographical limits**;
- (d) arising from fines, penalties or punitive, exemplary, aggravated or multiplied damages;
- (e) arising from any claim for unfair or wrongful dismissal or any other employment dispute;
- (f) resulting from **you** acting in the capacity as **trustee** or administrator of any pension, retirement, or superannuation scheme or programme;
- (g) covered by any other policy;
- (h) resulting from **you** committing or condoning a dishonest, fraudulent, criminal or malicious act or omission.

Notes

This contract is underwritten by:
Ecclesiastical Insurance Office plc.

Our FSA register number is 113848.
Our permitted business is general insurance.

**You can check this on the
FSA's register by visiting the
FSA's website**

www.fsa.gov.uk/register

**or by contacting the FSA on
0845 606 1234**

Savings & Investments
Life Assurance
Protection products
Retirement planning
Mortgages
Home insurance
Travel insurance
Wedding insurance
Church insurance
Church Hall insurance
Charity insurance

For further information on any
of our products, call us on
0845 777 3322

Monday to Friday 8am to 6pm. We may
monitor or record calls to improve our service

You can email us at
information@ecclesiastical.com

Or visit us at
www.ecclesiastical.com

If you would like this booklet in large print,
braille, on audio tape or computer disc
please call us on 0845 777 3322. You
can also tell us if you would like to always
receive literature in another format.



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Gloucester GL1 1JZ

Ecclesiastical Insurance Office plc. (EIO) Reg. No. 24869. Ecclesiastical Insurance Group plc. (EIG) Reg. No. 1718196. Ecclesiastical Life Ltd. (ELL) Reg. No. 243111. Ecclesiastical Investment Management Ltd (EIM) Reg. No. 2170173. Allchurches Mortgage Company Ltd. (AMC) Reg. No. 1974218. Ecclesiastical Financial Advisory Services Ltd. (EFAS) Reg. No. 2046087. Ecclesiastical Risk Services Ltd. (ERS) Reg. No. 6290300. All companies are registered in England at Beaufort House, Brunswick Road, Gloucester, GL1 1JZ, UK. Tel: 01452 528533. EIO, ELL, EIM & EFAS are authorised and regulated by the Financial Services Authority and are members of the Financial Ombudsman Service. EIO & ELL are members of the Association of British Insurers and EIM is a member of the Investment Management Association.