

Clergy Discipline and Terms of Service Legal Protection



Insurance Product Information Document Ecclesiastical Insurance

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This document provides a summary of the key information relating to this Clergy Discipline and Terms of Service insurance policy. Complete pre-contractual and contractual information on the product is provided in the full policy documentation.

What is this type of insurance?

This is a legal expenses insurance policy designed to provide you with access to telephone legal advice, along with insurance cover for legal costs and expenses should you experience one of the legal problems covered by this policy. This policy has been arranged by us in conjunction with DAS Legal Expenses Insurance Company Limited (DAS).



What is insured?

- ✓ DAS' chosen lawyer will help you provide a formal written response to a complaint made against you under the Clergy Discipline Measure 2003 or the Church in Wales Constitution and clergy handbook
- ✓ Representation at a hearing before a disciplinary tribunal or the Vicar General's Court under the Clergy Discipline Measure 2003 or the Church in Wales Constitution and clergy handbook
- ✓ Appeals against a finding of and/or any penalty imposed by a disciplinary tribunal or the Vicar General's Court under the Clergy Discipline Measure 2003 or the Church in Wales Constitution and clergy handbook
- ✓ Representation in an unfair dismissal dispute concerning your terms and conditions of service under the Ecclesiastical Offices (Terms of Service) Measure 2009 or the Church in Wales Constitution and clergy handbook
- ✓ Telephone Helplines:
Legal advice
Tax advice
Health and medical information
Counselling service.



What is not insured?

- ✗ Claims where the lawyer DAS appoint for you does not believe you will be more likely than not to win your case
- ✗ Costs and expenses incurred before DAS' written acceptance of a claim
- ✗ Claims where a related allegation or where related investigative, remedial or disciplinary action has been made prior to the start of the policy
- ✗ If DAS agree you can choose your own lawyer, we will only pay your reasonable costs and expenses taking into account what we would have paid DAS' recommended law firm or person
- ✗ Claims which arise outside the period of insurance
- ✗ Costs which exceed your policy limit, as shown in your schedule, for any one claim
- ✗ Fines, penalties, compensation or damages you are ordered to pay by a court or other authority.



Are there any restrictions in cover?

- ! The most we will pay for the formal written response cover is £1,000 plus VAT
- You are not covered for:
- ! The use of your own lawyer. DAS will appoint a preferred lawyer or other professional for you. You may choose your own lawyer when legal proceedings start or if there is a conflict of interest
 - ! Any claim relating solely to personal injury
 - ! Any claim relating to employer's disciplinary hearings or internal grievance procedures other than those covered by the policy
 - ! Claims relating to settlement agreements
 - ! Claims where cover is also provided under a union membership.



Where am I covered?

You are covered for actions brought in:

- ✓ England
- ✓ Wales
- ✓ Scotland
- ✓ Northern Ireland
- ✓ The Channel Islands
- ✓ Isle of Man

Equivalent Acts of law may apply in these territories

This means we provide cover for actions brought in the above territories, for clergy who are based overseas



What are my obligations?

- You must take reasonable care to provide complete and accurate answers to questions we ask when you take out, make changes to and renew your policy
- You must tell us as soon as reasonably possible if any of the details you have told us change
- You must take reasonable care to avoid and prevent claims and avoid incurring unnecessary costs
- You must tell us as soon as reasonably possible of any event which may result in a claim
- You must co-operate with DAS and the lawyer or other professional DAS appoint for you in the event of a claim



When and how do I pay?

You must pay for this policy in full when it starts.



When does the cover start and end?

The cover starts on the date that we have agreed with you and lasts 12 months. We will send you notice when your policy is approaching renewal.



How do I cancel the contract?

You can cancel this policy **within 14 days** of the start of cover (or your renewal date) or the date you receive your policy documentation if this is later. If you contact us in this time no charge will be made and we will refund any premium already paid, unless you have made a claim.

You may still cancel after this period however, there will be no refund of premium.

If you wish to cancel the policy please contact us by telephone, in writing or by email.