

# PARISHGUARD

policy document



Version 5

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# Introduction

## Thank you for choosing Ecclesiastical

Founded in 1887 to insure the Anglican church, Ecclesiastical is the UK's leading church insurer. We provide specialist church insurance for church buildings and church people, as well as a range of expert guidance, advice and support.

### Policy information

The policy is divided into a number of sections. Your schedule will show which sections are in force and for how much you are insured.

Please read the policy and schedule carefully. If you have any queries or wish to change your cover, contact us immediately.

We will send you an updated schedule whenever the cover is changed and at each annual renewal date. The most recent schedule will provide the details of your current cover. Please retain this with your policy booklet, together with any special notices we send you about the policy.

Please also retain all other schedules so you may check what cover applied on any specific date should you need to do so.

If your needs change, please tell us.

### Fund raising events and special activities

We consider events such as fetes, coffee mornings and bake sales as normal church activities and your policy will provide cover for these. But, occasionally churches will run more unusual or hazardous activities such as fireworks displays, abseiling, rock climbing or tower tours. If you are planning any events like these please let us know before the event takes place. Most events will pose no problem but you need to be aware of your obligations under, for example, Health and Safety legislation.

Where activities of an especially hazardous nature are undertaken such as a fireworks display, clay pigeon shoots, abseiling or rock climbing we would expect you to use a competent specialist provider and check that they have adequate public liability insurance in place at the time of the event and where you can confirm this, we would not normally charge an additional premium.

Our 'Made Simple' guide to organised events gives more advice and you can read it at

[www.ecclesiastical.com/madesimple](http://www.ecclesiastical.com/madesimple)

As part of your mission, you may be planning to support your community, for example, through providing a night shelter, food bank or parish nursing. There are important regulatory issues you need to be aware of and we can help you with free advice to make sure you comply with the regulatory requirements. Depending on the extent of this work, we may charge a small additional premium.

For more advice you should also read our 'Made Simple' guide to community outreach at

[www.ecclesiastical.com/madesimple](http://www.ecclesiastical.com/madesimple)

### How we will use your data

We hold data in accordance with the Data Protection Act 1998. It may be necessary for us to pass data to other organisations that supply products and services for this policy.

### Fraud prevention

We may check your details with various fraud prevention and credit reference agencies. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. If you make a claim, we will share your information (where necessary) with other companies to prevent fraudulent claims.

**For further information on how we use your data and fraud prevention please refer to our Privacy Policy at [www.ecclesiastical.com/privacypolicy](http://www.ecclesiastical.com/privacypolicy)**

## Useful information and telephone numbers

### Claims enquiries

New claims can be reported 24 hours a day, 7 days a week. Enquiries on existing claims can be made Monday to Friday 8am to 6pm.

**For claims other than legal expenses claims call:**

**0345 603 8381**

or, if calling from abroad,

**+ 44 (0) 1452 872 701**

**For legal expenses claims call:**

**DAS Legal Expenses Insurance Company Limited**

**0345 266 0029**

or, if calling from abroad,

**+44 (0) 1452 875 928**

**For all claims**

The action to be taken by the policyholder in the event of any incident which may give rise to a claim is shown in the Claims conditions.

### Other enquiries

**0345 777 3322**

Monday to Friday 8am to 6pm

**Email [churches@ecclesiastical.com](mailto:churches@ecclesiastical.com)**

## Church Matters Website

Our dedicated website for our church customers contains a wealth of information and advice on how to look after your church including our guidance notes on topics like Health and Safety and risk assessment. For our latest guides and plenty of other useful information just visit

**[www.ecclesiastical.com/church](http://www.ecclesiastical.com/church)**

## Church Insurance Made Simple

We appreciate that churches are run by volunteers who are not experts in insurance. That is why we have developed a range of 'Made Simple' guides on topics such as administering your policy, people on church premises, church property, organised events and community outreach. These guides aim to provide a quick and easy summary of the topic and the insurance and risk management implications. You can read all the guides at **[www.ecclesiastical.com/madesimple](http://www.ecclesiastical.com/madesimple)**

# Helplines

## **The following are provided by DAS Legal Expenses Insurance Company Limited (DAS).**

To help them check and improve their services all calls (except those relating to counselling) are recorded.

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

Please make sure that you are able to give your policy number shown on your policy schedule.

### **Legal advice services**

**0345 266 0029**

or, if calling from abroad,

**+44 (0) 1452 875 928**

DAS can provide legal advice on any commercial legal problem affecting you, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

### **Tax advice (commercial)**

**0345 266 0029**

or, if calling from abroad,

**+44 (0) 1452 875 928**

DAS can provide advice on any tax matters affecting you, under the laws of the United Kingdom.

### **Counselling**

**0345 266 0119**

DAS can provide a confidential counselling service for you, your employees and authorised volunteers over the telephone, including where appropriate, onward referral to relevant voluntary and/or professional services.

You will pay any costs for using the services to which DAS refer you.

DAS are unable to provide the counselling service to persons under the age of 18.

# General definitions

Each time any of the following words or phrases appear in this booklet 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.

## **Authorised volunteers**

means voluntary workers acting under **your** authority whilst engaged in **your** authorised activities.

## **Church council**

means the Parochial Church Council or Vestry.

## **Company / we / our / us**

means Ecclesiastical Insurance Office plc.

## **Condition precedent to liability**

means a condition of this policy where non-compliance (provided that such non-compliance is material to the loss) shall mean the claim will not be paid and any payment on account of the claim already made by **us** shall be repaid to **us**.

## **Damage**

means physical loss, destruction or damage.

## **Excess**

means the first amount of each and every loss up to the amount set out in the schedule to this policy relevant to that loss.

## **Geographical limits**

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

## **Insured / you / your**

means the body of persons named as Insured in the schedule.

## **Money**

means current coins, current bank and currency notes, cheques (other than pre-signed blank cheques whether crossed or uncrossed) postal orders, money orders, securities for money, crossed bankers drafts, unused postage stamps, travellers cheques, National Savings stamps and certificates, Premium Bonds, National Insurance stamps and stamped National Insurance cards, credit and debit card sales vouchers, giro payment orders,

Value Added Tax purchase vouchers, luncheon vouchers, gift tokens and unused credit on postal franking machines belonging to **you** or for which **you** are responsible and pertaining to **your** business or authorised activities.

## **Personal effects**

means personal items worn, used or carried about the person including pedal cycles and sports equipment.

Personal effects does not include:

- (i) **money**;
- (ii) bankers cards;
- (iii) credit and debit cards.

## **Premises**

means that part of the buildings and grounds at the addresses shown in the schedule owned or occupied by **you** in connection with **your** business.

## **Unused**

means when the use of the building ceases on a permanent basis or when the usual activities at the **premises** have ceased pending a decision regarding the future of the building.

## **Vermin**

means rats, mice, squirrels, badgers, foxes, owls, pigeons, wasps, bees, hornets and other wild animals, birds and insects (whether they have protected status or not) that are known to cause harm or **damage** or carry disease.

# Insuring clause

This policy document and the schedule including all clauses applied to the policy shall together form the policy and be considered as one document.

In consideration of payment of the premium **we** will provide insurance against loss, destruction, damage, injury or liability (as described in and subject to the terms, conditions, limits and exclusions of this policy or any section of this policy) occurring or arising in connection with **your** usual activities during the period of insurance or any subsequent period for which **we** agree to accept a renewal premium.

# General exclusions

## This policy does not cover

### 1 Other insurances

Property more specifically insured under another policy.

### 2 Radioactive contamination

Loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:

- (a) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- (d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

This exclusion does not apply to

- (i) Cover 1 of the Liabilities section except in respect of liability of any principal and liability assumed by agreement
- (ii) the Personal accident section

### 3 War risks

Any liability or **damage** directly or indirectly occasioned by or happening through war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil commotion assuming proportions of or amounting to a popular rising, civil war, military rising, mutiny, rebellion, revolution, insurrection, military or usurped power, martial war or confiscation or destruction or requisition by order of the Government or any public authority.

This exclusion does not apply to Cover 1 of the Liabilities section.

### 4 Date recognition

This exclusion does not apply to the Liabilities section and the Personal accident section.

## Definitions specific to this exclusion

### Computer

means computer or other equipment, media or system (or any part of them) for processing, storing or retrieving data to include without limitation any microchip, integrated circuit or similar device or any computer software.

### Defined peril

means any of the insured events specified in any section(s) of this policy insuring property excepting:

- (a) accidental loss, destruction or damage; and
- (b) causes excluded from these insured events.

Any claim directly or indirectly arising from the failure or possible failure of any **computer**:

- (a) to correctly recognise any date as its true calendar date;
- (b) to save and/or correctly interpret or process any data or command as a result of treating any date other than its true calendar date;
- (c) to save or correctly process any data on or after any date;

but this shall not exclude subsequent **damage** or consequential loss not otherwise excluded which itself results from a **defined peril**.

### 5 Terrorism

## Definitions specific to this exclusion

In respect of

- a) **England Wales and Scotland (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987)**

An **act of terrorism** means acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

- b) **all other instances**

An **act of 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

Any loss, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any **act of terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This insurance also excludes loss, damage, cost or expense of whatsoever nature 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 loss, damage, cost or expense is not covered by this policy the burden of proving the contrary shall be upon **you**.

This exclusion does not apply to the following sections: Liabilities, Legal expenses and Personal accident sections.

# General conditions

## 1 Policy voidable

**You** must ensure that a fair presentation of the risks to be insured is made to **us**.

In the event of misrepresentation, misdescription or non-disclosure of any material fact or circumstance, **we** may void the policy and retain any premium paid where such misrepresentation, misdescription or non-disclosure is deliberate or reckless.

Where such misrepresentation, misdescription or non-disclosure is not deliberate or reckless **we** may at **our** option:

- (i) void the policy and refund to **you** any premium paid if **we** would have not entered into this policy on any terms had clear representation, description and disclosure been made;
- (ii) proportionately reduce the amount to be paid on any claim if **we** would have entered into this policy on the same terms but for a higher premium.  
The reduction in claim payment will represent the percentage difference between the premium **you** have paid and the premium **we** would have charged **you** had clear representation, description and disclosure been made;
- (iii) impose additional terms on this policy if **we** would have entered into this policy on such additional terms but at the same premium had clear representation, description and disclosure been made.

**We** may apply these additional terms to **your** policy with effect from inception.

## 2 Reasonable care

It is a **condition precedent to liability** that **you** shall:

- (a) take all reasonable precautions to prevent **damage**, accident, illness and disease;
- (b) exercise reasonable care in seeing that all statutory and other obligations and regulations are observed and complied with;
- (c) maintain the **premises**, works, machinery and plant in sound condition.

## 3 Unused buildings

- (a) When a building or part of a building insured by this policy becomes **unused** or when an **unused** building or part of a building is again occupied **you** must tell **us** as soon as is reasonably possible.

Upon any alteration as described above **we** may at **our** option:

- (i) cancel the policy in accordance with the Cancellation condition;
  - (ii) cancel the cover for any affected buildings;
  - (iii) amend the terms and conditions that apply to such buildings and charge an additional premium.
- (b) In addition to (a) above in respect of any building or part of a building which becomes **unused**, until **we** advise **you** of **our** decision, the Insurable events under the Property damage section are restricted to Fire lightning and explosion and Aircraft.

## 4 Alteration of risk

If after the commencement of this insurance there is a change in circumstances which increases the risk of **damage**, accident or liability including:

- (a) change in use of the **premises**;
- (b) major structural alterations or major repairs. (This does not include where workmen are allowed on the **premises** to carry out minor repairs, minor alterations and general maintenance not involving external scaffolding).

**You** must tell **us** as soon as is reasonably possible.

Upon any alteration described above **we** shall be entitled to cancel the policy from the date of the alteration or impose special terms or charge an additional premium.

This condition does not apply where buildings become **unused** as this is dealt with under the 'Unused buildings' general condition.

## 5 Multiple insurances

**All sections except those detailed separately below**

If at the time any claim arises under this policy there is any other insurance in force whether effected by **you** or not covering the same **damage**, loss, expense or liability **we** shall not be liable for more than **our** rateable proportion.

If such other insurance is subject to any condition of underinsurance this policy (if not already subject to any condition of underinsurance) shall be subject to that condition of underinsurance in like manner.

## Liabilities and Money sections

If at the time of any claim arising under this policy **you** are or would but for the existence of this policy be entitled to indemnity under any other policy or policies, **we** shall not be liable except in respect of any additional amount beyond the amount which would have been payable under such other policy or policies, had this insurance not been effected.

## Personal accident section

Irrespective of the number of policies issued by **us** which provide cover to an insured person, **we** shall not pay personal accident benefits under more than one policy for any one occurrence. The policy which provides the greatest benefit shall apply.

### 6 Fraudulent claims

If a claim made by **you** or anyone acting on **your** behalf, or any other person claiming to obtain benefit under this policy, is fraudulent or exaggerated, whether ultimately material or not, or if any **damage** is caused by **your** wilful act or with **your** connivance **we** may at **our** option:

- (a) repudiate the claim;
- (b) recover any payments already made by **us** in respect of the claim;
- (c) cancel the policy from the date of the fraudulent act and retain the premium due for the unexpired period of insurance from the date of cancellation up to the renewal date.

If **we** cancel the policy **we** will notify **you** in writing, by special delivery to **your** last known address.

### 7 Arbitration

Provided **we** have admitted liability for a claim, any dispute as to the amount to be paid shall be resolved by arbitration in accordance with the statutory provisions in force at the time by:

- (a) an agreed arbitrator or if an arbitrator cannot be agreed;
- (b) an arbitrator appointed by the Chartered Institute of Arbitrators following a request from either party, provided they have given seven days' written notice to the other party.

**You** must not take legal action against **us** over the dispute before the arbitrator has reached a decision.

### 8 Cancellation

In circumstances other than those in the Policy voidable, Alteration of risk, Fraudulent claims and Sanctions conditions **we** may cancel the policy, or any section of it, by sending seven days' notice commencing from the date of posting by special delivery to **you** at **your** last known address and shall refund to **you** the proportionate premium for the unexpired period of cover.

### 9 Long term agreement

The following applies if **you** have entered into a Long term agreement. If so, this will be confirmed on the schedule which will show the discount in premium **we** have allowed in exchange for the agreement, its duration and expiry date.

The policy remains an annual contract but **you** agree to offer to renew the policy at each renewal, until the expiry date.

**We** may choose not to accept **your** offer to renew. **You** are released from the agreement, without penalty, if **we** do this or if **we** cancel the policy or change the terms, conditions or price.

Premium adjustments to take account of such things as inflation adjustments, changes to sums insured or new property **you** acquire do not constitute a change in price.

Similarly, **you** will not incur penalties should **you** reduce the sums insured to match changes that occur or if **you** have to cancel the policy because **you** no longer own the **premises**.

Otherwise, if **you** break the agreement once it is in force **you** will be liable to pay **us** a withdrawal fee in accordance with the following scale.

Time of withdrawal from the agreement	Percentage of the annual premium payable
Year 1 At or before the first policy renewal occurring after the start of the agreement	12.5%
Year 2 During the next year of insurance or at the next policy renewal	10%
Year 3 During the next year of insurance or at the next policy renewal	7.5%
Year 4 During the next year of insurance	5%

## 10 Law applicable

This policy (other than the Legal expenses section) shall be governed by and construed in accordance with the law of England and Wales unless the Insured's habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply.

## 11 Rights of third parties

A person or company who is not a party to this policy has no right under the Contracts (Rights 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.

## 12 Sanctions

**We** shall not provide any cover under this policy or be liable to pay any claim or provide any benefit to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

If any such sanction, prohibition or restriction takes effect during the period of insurance **you** or **we** may cancel that part of this policy which is affected with immediate effect by giving such notice in writing.

In such circumstances, **we** shall return a proportionate premium for the unexpired period of cover provided no claims have been paid or are outstanding.

## 13 Assignment

**You** shall not assign any of the rights or benefits under this policy or any section of this policy without **our** prior written consent.

**We** will not be bound to accept or be affected by any notice of trust, charge, lien of purported assignment or other dealing with or relating to this policy or any section of this policy.

# Claims conditions

## Your duties

When an incident occurs that may result in a claim it is a **condition precedent to liability** that **you** shall:

- (a) take all practicable steps to recover property lost and otherwise minimise the claim;
- (b) tell the Police as soon as is reasonably possible if the **damage** is caused by thieves, malicious persons, vandals or as a result of riot, civil commotion, strikes or labour disturbances;
- (c) tell **us** immediately **you** become aware;
- (d) within 30 days (7 days for **damage** by riot, civil commotion, strikes or labour disturbances) give **us** at **your** expense any information **we** require and continue to provide **us** with any information and assistance **we** require before or after **we** pay **your** claim under the policy;
- (e) not make, or allow to be made on **your** behalf, any admission, offer, promise, payment or indemnity without **our** written consent;
- (f) forward to **us** every letter, claim, writ, summons and process immediately upon receipt without acknowledgement and advise **us** in writing as soon as **you** have any knowledge of any impending prosecution, inquest or inquiry in connection with that event.

Additional conditions apply to Legal expenses and Theft by officials cover which are detailed in those sections.

## Our rights

**We** may:

- (a) start, take over, defend and conduct any legal action in **your** name;
- (b) prosecute in **your** name for **our** benefit any claim for indemnity or damages.

**We** will have full discretion in the conduct and settlement of any such action.

- (c) enter any building where **damage** has occurred and take and keep possession of any property insured by this policy.

**We** will not accept property abandoned to **us**.

This policy shall be proof that **you** have authorised **our** rights under this condition;

- (d) at any time pay to **you** the limit of indemnity:
  - (i) in the case of Employers' liability or Prosecution defence cost claims less any amount already paid or incurred;
  - (ii) in the case of Public and products liability claims less any amount already paid or incurred as damages;

or any lesser amount for which at **our** discretion any claim or claims can be settled.

**We** will then relinquish control of the claim and have no further liability except for any Public and products liability claim (other than any claim originating from within the legal jurisdiction of the United States of America or Canada) **we** will also pay any legal costs incurred prior to the date of such payment.

- (e) in the case of Personal accident claims involving the death of an insured person have a post mortem carried out at **our** expense.

Additional conditions apply to Legal expenses cover which are detailed in the section.

# 1 Property damage

The schedule will show if this section applies and the cover in force.

## Definitions

Each time any of the following words or phrases appear in this section in bold italic type (or in capital letters in the schedule) they will take the specific meaning shown below.

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

### **Buildings**

means the buildings at the **premises** built of brick, stone or concrete and roofed with slates, tiles, concrete, metal or slabs composed of incombustible mineral ingredients unless otherwise stated.

Buildings include:

- (a) all stone and timber fixtures such as reredoses, lecterns, fonts, pulpits, screens, panelling, pews, stalls, chantries and mosaics;
  - (b) all metal screens, railings, grilles, gratings and gates;
  - (c) windows of plain, coloured, stained, painted or engraved glass;
  - (d) heating and lighting installations, chancel (so far as it is **your** responsibility), boundary walls, fences, footbridges, gates, notice boards, lych-gates, paths, car parks, drives, paved and other hardstanding areas, storage tanks, tool sheds, outbuildings, annexes and gangways;
  - (e) satellite dishes, wind turbines and solar panels all fixed to the buildings;
  - (f) up to £25,000 for each bust, effigy, tomb, monument, memorial and shrine within the building;
  - (g) organs including the casework, rectifiers and humidification equipment;
  - (h) bells, clocks and carillons including frame and fittings;
- all belonging to **you** or for which **you** are responsible.

### **Communion plate**

means communion plate, crosses, candlesticks, vases, alms dishes, altar cloths, frontals and eucharistical vestments belonging to **you** or for which **you** have accepted responsibility.

### **Contents**

means contents including musical instruments, **communion plate**, vestments, furniture, furnishings, consumable stock, and all other contents belonging to **you** or for which **you** are legally responsible or which are entrusted to **you** and situated inside the **buildings**.

Contents does not include:

- (i) **money**, credit or debit cards;
- (ii) motor vehicles licensed for road use and their accessories, caravans, trailers, watercraft or aircraft;
- (iii) wearing apparel and **personal effects**;
- (iv) living creatures, trees, shrubs, plants or other vegetation;
- (v) any items specifically itemised or more specifically insured;
- (vi) explosives.

### **Insured event(s)**

means any insurable event set out as included in the schedule to this policy.

### **Insured property**

means the insured property described in the schedule.

### **Reinstatement techniques and materials**

means techniques and materials that will allow the **buildings** to be sympathetically repaired in a similar form to the existing structures using materials which are substantially the same as the original, but may not be of the same period.

## COVER

**We** will indemnify **you** (by payment in accordance with the Basis of settlement shown on pages 22 - 24) in respect of **damage** to the **insured property** by any **insured event** happening during the period of insurance.

## What is not covered

*Exclusions (i) to (vii) below are general exclusions applying to any claim made under the Property damage section.*

- (i) The amount of any **excess** shown in **your** schedule.
- (ii) **Damage** arising from or consisting of **subsidence, heave** or **landslip**.

### Definitions specific to this exclusion

#### **Heave**

means upward movement of the ground beneath the site on which the **premises** stand as a result of the soil expanding.

#### **Landslip**

means downward movement of sloping ground at the site on which the **premises** stand.

#### **Subsidence**

means downward movement of the ground beneath the site on which the **premises** stand.

- (iii) **Damage** arising from or consisting of wet or dry rot.
- (iv) **Damage** caused by pollution or contamination, other than provided for under the Loss of oil, gas or water extension of this section, but this shall not exclude **damage** to the **insured property** caused by:
  - (a) pollution or contamination which itself results from any of the **insured events** other than Accidental damage;
  - (b) any of the **insured events** other than Accidental damage which itself results from pollution or contamination.
- (v) Moveable property in the open except as specifically provided for by the Property in the open extension.
- (vi) Consequential loss of any kind.
- (vii) **Damage** to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether **your** property or not where such **damage** is caused by **virus or similar mechanism** or **hacking** or **denial of service attack**.

### Definitions specific to this exclusion

#### **Denial of service attack(s)**

means any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weakness and the generation of excess or non-genuine traffic between and amongst networks.

#### **Hacking**

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

#### **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. This includes but is not limited to trojan horses, worms and logic bombs.

## Insurable events

### What is covered

#### 1. Fire, lightning and explosion

Fire, lightning, explosion or smoke

#### 2. Aircraft

Aircraft and flying objects or items dropped from them.

#### 3. Riot

Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances.

#### 4. Malicious persons

#### 5. Earthquake

#### 6. Storm

### What is not covered

- (i) Smoke **damage** caused by smog, agricultural or industrial work or any gradual cause.
- (ii) **Damage** to coal, coke or wood blocks by its own spontaneous fermentation, heating or combustion.

**Damage** resulting from cessation of work.

- (i) **Damage** by theft or attempted theft or by risks described in insurable event 1.
- (ii) **Damage** resulting from cessation of work.

- (i) **Damage** by:
  - (a) the escape of water from the normal confines of any natural or artificial watercourse or lake, reservoir, canal or dam;
  - (b) inundation from the sea; whether resulting from storm or otherwise.
- (ii) **Damage** by frost.
- (iii) **Damage** attributable solely to change in the water table level.
- (iv) **Damage** to fences or gates (other than lych-gates).
- (v) **Damage** by the entry of rainwater due solely to the theft or attempted theft of external metal.

## What is covered

### 7. Flood

Flood caused by:

- (a) the escape of water from the normal confines of any natural or artificial watercourse (other than water tanks, apparatus or pipes) or lake, reservoir, canal or dam;
- (b) inundation from the sea.

### 8. Escape of water

Escape of water from any tank, apparatus or pipe.

### 9. Burst pipes

Freezing of water in any tank, apparatus or pipe.

### 10. Escape of oil

Escape of oil from any fixed oil fired heating appliance or installation or storage tank.

### 11. Impact

Impact by any road or rail vehicle or animal.

### 12. Falling trees

Falling trees, branches, telegraph poles, lamp posts or pylons.

### 13. Falling aerials

Breakage or collapse of television and radio receiving aerials, aerial fittings and masts, satellite dishes, wind turbines, solar panels and security equipment attached to a building.

## What is not covered

- (i) **Damage** caused by frost.
- (ii) **Damage** attributable solely to change in the water table level.
- (iii) **Damage** to fences or gates (other than lych-gates).

**Damage** by water discharged or leaking from an installation of automatic sprinklers.

**Damage** by water discharged or leaking from an installation of automatic sprinklers.

## What is covered

### 14. Accidental damage

Any other accidental **damage**.

## What is not covered

- (i) **Damage** which is
  - (a) more specifically insured by any other insurable event;
  - (b) specifically excluded by any other insurable event;
  - (c) otherwise excluded elsewhere in this section.
- (ii) **Damage** caused by or consisting of inherent vice, latent defect, wear and tear, depreciation, atmospheric or climatic conditions, rust, dust, fungus, the property's own faulty or defective design or materials, faulty or defective workmanship, or any gradually operating cause, but this shall not exclude subsequent **damage** which itself results from a cause not otherwise excluded.
- (iii) **Damage** caused by **vermin** other than **damage** caused by an identifiable sudden and unforeseen incident which takes place at a specific moment in time.
- (iv) **Damage** caused by the process of cleaning, dyeing, repair or restoration.
- (v) **Damage** caused by or consisting of erasure, loss, distortion or corruption of information on computer systems or other records, programs or software.
- (vi) Mechanical or electrical breakdown.
- (vii) Breakage of electrical valves, bulbs or tubes unless the equipment in which they are contained is damaged at the same time.
- (viii) **Damage** to a building or structure caused by its own collapse or cracking.
- (ix) **Damage** to paths, car parks, drives, paved and other hardstanding areas, unless the main building is damaged at the same time.
- (x) **Damage** to wind turbines and solar panels.
- (xi) **Damage** caused by or consisting of disappearance, unexplained or inventory shortage, misfiling or misplacing of information.
- (xii) **Damage** to fences and gates (other than lych-gates) by wind, rain, hail, sleet or snow.

## What is covered

### 15. Theft or attempted theft

Subject to the following limits:

- (a) for the theft or attempted theft of any one item of **contents** the limit as shown in the schedule;
- (b) for the theft or attempted theft of external metal the limit as shown in the schedule;
- (c) for subsequent **damage** arising as a result of the theft or attempted theft of external metal the limit as shown in the schedule;
- (d) for **contents** in unlocked outbuildings, the limit as shown in the schedule.

### 16. Glass, sanitary fixtures and signs

Accidental breakage of glass, sanitary fixtures or signs including the reasonable cost of:

- (a) repairs to framework following breakage of the glass;
- (b) necessary boarding-up pending replacement of the glass;
- (c) re-creating vacuums in multiple glazing or the purchase and installation of new sealed units.

## What is not covered

In respect of theft of parts of the **building** or its fixtures (including external metal) any loss occurring when scaffolding is erected at the **premises** unless **we** have agreed in writing to continue cover.

- (i) **Damage** to glass, sanitary fixtures or signs already damaged at the commencement of the insurance.
- (ii) Breakage of glass while not fixed.
- (iii) Breakage occasioned by or traceable to alterations to the **premises** or in the glass being carried out by **you, your** employees or by **authorised volunteers** whereby the risk of breakage is increased.
- (iv) **Damage** to bulbs or tubes unless the signs in which they are contained are damaged at the same time.
- (v) **Damage** which is
  - (a) more specifically insured by any other insurable event;
  - (b) specifically excluded by any other insurable event;
  - (c) otherwise excluded elsewhere in this section.

### 17. Act of Terrorism

#### Definitions specific to this Insurable event

These definitions are specific to this Insurable event and replace any other similar definitions contained elsewhere in this policy as regards cover provided by this Insurable event.

#### **Act of terrorism**

means acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

#### **Business interruption**

means loss arising from interruption or interference with the usual activities carried out at the **premises** as a result of damage to or destruction of property used by **you** at the **premises** for the purpose of the usual activities.

#### **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 networks, network services, network connectivity or information systems.

Denial of service attacks include but are 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.

### **Event**

means all individual losses arising in respect of a continuous period of 72 hours of which the proximate cause is the same **act of terrorism**.

The date and time that any such period of 72 hours shall commence shall be set by **us**.

### **Hacking**

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

### **Phishing**

means any access or attempted access to data or information made by means of misrepresentation or deception.

### **Property insured**

means all property which is insured under this policy.

Excluding:

any land or building which is occupied as a private residence or any part thereof which is so occupied unless

- (i) the remainder of the building is not a private residence and is insured under this policy;
- (ii) such land or building is not insured in the name of an individual.

### **Territorial limits**

means England Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987.

### **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.

This includes but is not limited to Trojan horses, worms and logic bombs.

## **What is covered**

For this Insurable event only the COVER as stated on page 15 is deleted and replaced by the following.

**We** will pay **you** for

- (a) **damage** to or the destruction of **property insured**;
- (b) **business interruption** as insured by the Loss of income section;

occasioned by or happening through or in consequence of an **act of terrorism** within the **territorial limits**.

Provided always that the insurance by this event:

- (i) is subject to only those exclusions expressly stated for this insurable event and is not subject to any exclusions stated elsewhere in this section or policy;

*continued*

## **What is not covered**

**We** will not be liable for any losses whatsoever

- (1) occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
- (2) arising under
  - (a) marine aviation and transit policies;
  - (b) motor insurance policies;
  - (c) bankers blanket bond;
- (3) directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from:

*continued*

### What is covered

- (ii) is not subject to any long term agreement or undertaking which may otherwise apply;
- (iii) is not subject to any terms in this policy which provide for adjustments of premium;
- (iv) is subject otherwise to all the terms provisions definitions and conditions of this policy except where expressly varied within this event;
- (v) is subject to a maximum period of insurance of 12 months from the inception or renewal date of this policy.  
Any subsequent period of cover provided by this event whether for 12 months or less is deemed to constitute a new period of insurance provided that
  - (a) no subsequent period of insurance by this event shall extend beyond the next renewal date of this policy;
  - (b) the renewal premium due in respect of this event has been received by **us**.

### Basis of settlement for this Insurable event

As described in the relevant section of this policy in respect of damage to or destruction of the **property insured** or **business interruption**.

The most **we** will pay for any one **event** is the lesser of:

- (a) the total sum insured; or
- (b) for each item its individual sum insured; or
- (c) any other limit of liability;

as stated in the relevant section of this policy.

### Condition

- (1) If **we** allege that any loss is not covered by this Insurable event the burden of proving that such loss is covered shall be upon **you**.

### What is not covered

- (a) the alteration, modification, distortion, corruption of or damage to any computer or other equipment or component or system or item which processes stores transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software);
- (b) any alteration, modification, distortion, erasure, corruption of data processed by any such computer or other equipment or component or system or item;  
whether **your** property or not where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **virus or similar mechanism** or **hacking** or **phishing** or **denial of service attack**.

## Basis of settlement

### We will pay for

#### Buildings

- (a) At **our** option the cost of repairing the **damage** to the **buildings** or if the **damage** is beyond repair the cost of replacing the **buildings** or **we** will arrange for the work to be carried out.

The basis upon which the settlement of the claim is to be calculated will be:

- (1) the cost of repair using **reinstatement techniques and materials**, or
- (2) the provision of a modern equivalent building which with **our** consent may be upon another site.

**We** will not deduct any amount for wear and tear unless:

- (i) the **buildings** are in a poor state of repair or decoration;
- or
- (ii) there is unnecessary delay in carrying out the work;
- or
- (iii) repair or replacement is not carried out.

- (b) The following additional costs all reasonably and necessarily incurred in repair or replacement following insured **damage**:
- (i) Reasonable architects', surveyors', consulting engineers' and other professional fees;
  - (ii) The cost of removing debris, dismantling, demolition, shoring-up or propping.

**We** will also pay for costs and expenses necessarily incurred by **you** with **our** consent in removing fallen trees within the grounds of the **premises** provided that:

- (1) the trees have fallen as a result of an **insured event**; and
- (2) the buildings of the **premises** are damaged by the same **insured event** occurring at the same time and a claim for this **damage** has been accepted by **us**.

*continued*

### We will not pay for

In respect of (a)

Undamaged parts of the **buildings** (except the foundations of damaged parts).

In respect of (b)

- (i) Fees or any other costs incurred in the preparation of a claim.
- (ii) (a) The cost incurred in removing debris other than from the site of the property damaged and the area immediately adjacent to such site.  
(b) Costs arising from pollution or contamination of property not insured by this policy.

*continued*

### We will pay for

- (iii) The additional cost of reinstatement of the destroyed or damaged property and undamaged portions, as may be incurred solely by reason of the necessity to comply with the stipulations of:
- (a) European Union legislation; or
  - (b) building or other regulations under, or framed in pursuance of, any Act of Parliament or bye-laws of any public authority (hereinafter referred to as "the Stipulations").

### We will not pay for

In respect of (b) (iii)

- (i) the cost incurred in complying with the Stipulations:
  - (a) in respect of **damage** occurring prior to the granting of this extension;
  - (b) in respect of **damage** excluded or otherwise not insured by this policy;
  - (c) under which notice has been served upon **you** prior to the happening of the **damage**;
  - (d) for which there is an existing requirement which has to be implemented within a given period;
- (ii) the additional cost that would have been required to make good the property lost, destroyed or damaged to a condition equal to its condition when new, had the necessity to comply with the Stipulations not arisen;
- (iii) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property, or by the owner of the property, by reason of compliance with the Stipulations.

### Special conditions applicable to (iii) above

- 1 The work of reinstatement must be commenced and carried out without unreasonable delay, and in any case must be completed within 12 months after the **damage** or within such further time as **we** may allow (during the said 12 months) and may be carried out upon another site (if the Stipulations so necessitate), subject to **our** liability under this extension not being increased.
- 2 If **our** liability under the policy, apart from this extension, shall be reduced by the application of any of the terms and conditions of the policy, then **our** liability under this extension (in respect of any such item) shall be reduced in like proportion.
- 3 The total amount recoverable under any item of the policy under this extension shall not exceed:
  - (a) 15% of its sum insured; or
  - (b) where the sum insured by the item applies to property at more than one premises, 15% of the total amount for which **we** would have been liable had the property, insured by the item at the **premises** where **damage** has occurred, been wholly destroyed.
- 4 The total amount recoverable under any item of the policy shall not exceed its sum insured.
- 5 All the terms of this policy except insofar as they may be expressly varied shall apply.

## We will pay for

### Contents

Following insured **damage**, **we** will replace or **we** will pay for the cost of replacement as new, except for items that can be economically repaired, where **we** will pay for the cost of the repair.

**We** will only pay the cost of repair so far as that may be practicable or the cost of a modern replacement.

**We** will not deduct any amount for wear and tear (except for items insured under extension 5 Personal effects, see page 26).

## We will not pay for

Any value attaching to an item by reason of its antiquity.

## Limit

Subject to any limits shown in the policy or schedule, the most **we** will pay for **damage** to the **buildings** (inclusive of all additional costs) or **contents** is the sum insured shown in the schedule as adjusted for inflation protection.

## Reinstatement of sum insured

### Applicable to Buildings and Contents

(not applicable to any limits in the extensions to this section other than the All Risks extension)

The sums insured stated in the schedule will be automatically reinstated by the amount of any claim **we** pay.

Provided that:

- (a) **we** have not given **you** notice within 30 days of **you** reporting the **damage** that **we** will not reinstate the sum insured;
- (b) **you** pay any such additional premium as may be required;
- (c) **you** complete any improvements to security or other measures **we** may require at the **premises**.

## Inflation protection

The sums insured under this section (but not the extension limits) will be adjusted in line with either a relevant price index or the Ecclesiastical church valuation system as **we** deem appropriate.

The annual renewal premium will be amended accordingly.

In the event of **damage**, inflation protection will continue from the date of **damage** until the resulting claim is settled, but **we** will not pay for increased costs which arise due to unnecessary delay on **your** part.

## Extensions

The insurance cover by this section is extended to include the following (subject to the **excess** applying to the **insured event** causing the **damage**).

Unless specifically stated otherwise these extensions do not increase **our** liability as stated in the Limit paragraph on page 24.

### What is covered

#### 1. Communion plate away from the premises

**Communion plate** following **damage** by any **insured event** whilst anywhere within the **geographical limits**.

*Limit*

£15,000 any one item and £30,000 for all claims per church in any one period of insurance.

#### 2. Office equipment away from premises

Office and similar equipment belonging to **you** or for which **you** are responsible situated in an office away from **your premises** or in **your** home or the home of **your** employee or a responsible parishioner following **damage** by any **insured event**.

*Limit*

£10,000 any one claim.

#### 3. Musical instruments and other portable items

- (a) Musical instruments belonging to **you** or for which **you** are responsible;
- (b) Other portable items of **contents** or specified items; whilst in the care of **you** or **your** employees or an **authorised volunteer** following **damage** by any **insured event** anywhere in the **geographical limits**.

*Limit*

£2,500 any one item and £10,000 for any one claim.

### What is not covered

**Damage** by theft or attempted theft to property left in an unattended vehicle unless the property is hidden from view and all windows and sunroofs are securely closed and the boot and all doors are locked.

**Damage** by theft or attempted theft to property left in an unattended vehicle unless the property is hidden from view and all windows and sunroofs are securely closed and the boot and all doors are locked.

## What is covered

### 4. Temporary removal

**Contents** and specified items anywhere in the **geographical limits**:

(a) whilst temporarily removed for cleaning, renovation, repair or other similar purpose to any other premises and in transit between such locations;

or

(b) at or in transit to or from a bank;

following **damage** by any **insured event**.

*Limit*

£10,000 any one claim.

### 5. Personal effects

*Note: this extension also applies to visiting clergy and visiting choristers.*

(a) **Personal effects** belonging to the **Insured**, employees and **authorised volunteers**, whilst engaged in **your** business or authorised activities anywhere in the **geographical limits** following **damage** by any **insured event**.

*Limit*

£1,000 per person.

(b) **Personal effects** belonging to any member of a party travelling with **your** authority on a tour organised by **you** anywhere in the world, following **damage** by any insurable event 1 to 15 whether in force or not.

*Limit*

£100 per person.

When **we** pay a claim under this extension, **we** will make an appropriate deduction for wear and tear.

### 6. New contents acquired during the period of insurance

The limit provided by this extension is in addition to the sums insured stated on **your** schedule.

New items of **contents** acquired during the period of insurance up to £50,000 per **premises** any one period of insurance.

*continued*

## What is not covered

**Damage** by theft or attempted theft to property left in an unattended vehicle unless the property is hidden from view and all windows and sunroofs are securely closed and the boot and all doors are locked.

**Damage** by theft or attempted theft to property left in an unattended vehicle unless the property is hidden from view and all windows and sunroofs are securely closed and the boot and all doors are locked.

## What is covered

At next renewal of the policy, **you** must tell **us** about such additional items and the renewal premium for the year ahead will be based upon the updated sums insured. If **you** fail to tell **us** about such increases at renewal, **you** may not be insured for the new items after the renewal date.

### 7. Raffle prizes and donated goods

Raffle prizes and donated goods to be used for fund raising events whilst in **your** custody or in the custody of an employee or an **authorised volunteer** anywhere in the **geographical limits** following **damage** by any **insured event**.

*Limit*

£1,000 any one item and £5,000 for any one fund raising event.

### 8. Exhibitions, festivals and events

- (a) Items not belonging to **you** but **your** responsibility, used in connection with or whilst on display at exhibitions, festivals or events at the **premises** or elsewhere in the **geographical limits**, and in the course of transit to or from such locations following **damage** by any **insured event**.

#### Special condition

It is a **condition precedent to liability** under part (a) of this extension that at least 2 responsible officials are in attendance at all times whilst the exhibition, festival or event is open to the public and that the premises concerned are locked at all times when unattended.

- (b) Marquees, tents, stalls and similar equipment for which **you** are responsible and being used in connection with any church exhibition, festival or event anywhere in the **geographical limits**, and in the course of transit to or from such locations following **damage** by any **insured event**.

*Limit*

£2,500 any one item and £10,000 for any one exhibition, festival or event.

## What is not covered

- (i) **Damage** by theft or attempted theft to property left in an unattended vehicle unless the property is hidden from view and all windows and sunroofs are securely closed and the boot and all doors are locked.
- (ii) **Money**, credit or debit cards.

**Damage** by theft or attempted theft to property left in an unattended vehicle unless the property is hidden from view and all windows and sunroofs are securely closed and the boot and all doors are locked.

## What is covered

### 9. Damage by the emergency services

**Damage** caused by the emergency services at any part of the **premises** or to **insured property** or the grounds for which **you** are responsible.

*Limit*

£10,000 any one claim.

### 10. Property in the open

**Damage** to the following property in the churchyard and grounds by any **insured event**

- (a) Lawnmowers and other groundsmen's machines and equipment including whilst such items are kept in a locked building anywhere in the Parish.
- (b) Floodlighting, external lighting and security equipment.
- (c) Benches, garden seating and fixtures.
- (d) Tombs, monuments and memorials which are the property of the **Insured**.

*Limit*

£5,000 any one claim.

### 11. Headstones and monuments

The cost of making safe any headstones, monuments or memorials which are not **your** property but which have been rendered dangerous following **damage** by an **insured event**.

Provided that:

- (a) such headstone, monument or memorial is in a premises or churchyard under **your** control; and
- (b) before **you** present a claim to **us you** take reasonable steps to recover the cost of making the item safe from those responsible for its upkeep.

If **you** make a recovery after **we** have paid a claim under this extension a refund equal to the recovery or the amount **we** have paid whichever is the smaller must be refunded to **us**.

*Limit*

£5,000 per church in any one period of insurance.

## What is not covered

**Damage** caused by Police raids.

The cost of repairing the item.

## What is covered

### 12. Bequeathed property

The limit provided by this extension is in addition to the sums insured stated on **your** schedule.

**Damage** by an **insured event** to material property anywhere in the **geographical limits** bequeathed to **you**. Cover is in force from the commencement date of **your** interest in the property provided such property is not insured elsewhere.

Within three months of legal title of such property passing to **you, you** must either notify **us** about the property and arrange for it to be specifically insured by this policy (or any other policy with **us**) or arrange for it to be insured elsewhere.

If **you** arrange to insure such property with **us** any additional premium payable shall be calculated from the date the legal title of the property passed to **you**.

#### Limit

£5,000 any one item other than buildings for which the limit is £250,000.

### 13. Loss or theft of keys

The reasonable cost necessarily incurred in gaining access to the **premises** and/or replacing locks at the **premises** including locks of safes or strongrooms in the **premises** if keys are stolen or lost.

#### Limit

£5,000 any one claim.

### 14. Frozen food

The cost of replacing the contents of **your** deep freeze cabinets or refrigerator at the **premises** following **damage** caused by the following:

- (a) A rise or fall in temperature;
  - (b) Contamination from refrigerant or refrigerant fumes.
- In addition **we** will pay, if incurred, the cost of hiring temporary alternative freezing space.

#### Limit

£20,000 per **premises** for any one period of insurance and £5,000 in respect of any one appliance.

## What is not covered

- (i) Motor vehicles licensed for road use or their accessories, trailers, caravans, watercraft or aircraft.
- (ii) Cash or money instruments of any description whether negotiable or non-negotiable.

- (i) **Damage** resulting from the deliberate act of any power supply authority or the withholding or restricting of power by such an authority.
- (ii) **Damage** caused by wilful neglect.
- (iii) **Damage** to freezer contents where the freezer or compressor is more than 15 years old, unless the refrigeration unit is the subject of a current manufacturer's guarantee or an annual maintenance contract.

## What is covered

### 15. Service pipes, cables, sewers and drains

*This extension is provided only if the insurable events of Escape of water, Burst pipes and Escape of oil are in force.*

Accidental **damage** to the service pipes, cables, sewers and drains serving the **premises** in so far as **you** are responsible for the cost of repair. This includes the cost of clearing blockages.

*Limit*

£15,000 any one loss.

### 16. Loss of oil gas or water

**We** will pay for:

- (a) loss of oil (other than covered by (c) below) gas or metered water from the water or heating system after **damage** by an **insured event** to that system;
- (b) the cost of replacing liquid petroleum gas or oil following accidental discharge from the storage container at the **premises**;
- (c) theft of oil from any storage tank used for the heating system at **your premises** provided theft is an **insured event** under this policy;
- (d) the cost of decontaminating the grounds of **your premises** following accidental discharge of oil from any oil fired heating installation or storage tank.

The most **we** will pay under (a) or (b) is £5,000 any one claim.

The most **we** will pay under (c) is £5,000 per **premises** in any one period of insurance.

The most **we** will pay under (d) is £25,000 any one claim.

## What is not covered

## 17. Minor contract works

The limit provided by part (b) of the Amount payable paragraph is in addition to the sums insured stated on **your** schedule.

### Notes

1. This extension only applies if the buildings are insured under the section against all of the specified perils as defined below.
2. If **you** have decided not to include the Act of terrorism insurable event under **your** policy then the full insurance requirements of the building contract may not be met - to help **we** may be able to extend **your** insurance to include Act of Terrorism or **you** can ask **your** architect to reduce the requirements of the building contract with the agreement of all parties.
3. Please remember that if **your** policy is not renewed with **us**, then there will be no cover for the building works if they should continue beyond the period of cover.

### Definitions specific to this extension

#### **Act of terrorism**

means acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

#### **All risks**

means all of the insurable events under this section of the policy inclusive of accidental damage.

#### **Contractor(s)**

shall have the meaning attached to them in the **insured contract**.

#### **Contract works**

means the permanent works and the temporary works executed in performance of the **insured contract**.

#### **Insured contract**

means any JCT minor standard or intermediate building contract in which the employer is required to take out a joint names policy, provided that the value of the contract does not exceed £150,000.

Also any similar contract with **our** agreement.

In the case of separate contracts relating to one project at the **premises**, the limit of £150,000 referred to above relates to the total value of all the contracts involved.

#### **Site materials**

means all unfixed materials and goods delivered to, placed on or adjacent to the **contract works** and intended for incorporation within the **contract works**.

#### **Specified perils**

means fire, lightning, explosion, storm, tempest, flood, escape of water from any water tanks, apparatus or pipes, aircraft and other aerial devices or articles dropped from them, riot, civil commotion and earthquake.

### What is covered

In respect of repairs alterations and/or extensions to existing building structures, this section extends to cover **your** insurance obligations as employer for **specified perils** or **all risks** as required by the **insured contract**.

For the purposes of this extension and for the period of the **insured contract** the insurance for:

- (a) the existing structures and any contents for which **you** are responsible;
  - (b) the **contract works** and **site materials**;
- is considered to be in the joint names of **you** and the **contractor** but only in so far as this is required under the terms of the **insured contract**.

#### Amount payable

**We** will indemnify **you** (by payment or at **our** option by repair reinstatement or replacement) subject to **our** liability, inclusive of all professional fees and VAT where applicable, not exceeding:

- (a) for existing structures and **contents** for which **you** are responsible, the sums insured by the relevant building and contents items at the time of the **damage**;
- (b) £150,000 in respect of the **contract works** and **site materials**.

#### Off-site storage

Cover extends to include materials or goods designated to be included in the **contract works** whilst temporarily held in store away from the contract site but not while they are being worked upon.

#### Limit

£7,500 any one storage site.

### What is not covered

- (i) Penalties under the **insured contract** for delay or non-completion or consequential loss of any nature except as specifically provided for under this extension.
- (ii) **Damage** to:
  - (a) deeds, bonds, bills of exchange, promissory notes, cash, bank notes, cheques, securities for money or stamps;
  - (b) any craft designed to travel in, on or through water, air or space;
  - (c) any mechanical plant and equipment;
  - (d) any property (including that being altered or repaired) which already existed at the time of the commencement of the **insured contract** other than **site materials**;
  - (e) the permanent works or any part thereof in respect of which a certificate of completion has been issued by or to the **Insured** or which has been completed and handed over to or taken into use with the permission of the **Insured**, for a purpose other than for the performance of the **insured contract**.
- (iii) **Damage** by an **act of terrorism** unless **you** have included the Act of Terrorism insurable event under this section of the policy and paid the appropriate additional premium.

## 18. Archaeological costs

### Definitions specific to this extension

#### **Archaeological rescue work**

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

#### **Archaeological research work**

means any other archaeological exercise.

### What is covered

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 with **our** consent as a result of **damage** to the **buildings** by any **insured event**.

#### *Limit*

£250,000 any one claim.

## 19. Spontaneous heating

**Damage** to coal, coke or wood blocks by its own spontaneous fermentation, heating or combustion.

## 20. Trace and access

*This extension is provided only if the insurable events of Escape of water, Burst pipes and Escape of oil are in force.*

The costs and expenses necessarily and reasonably incurred by **you** with **our** consent in locating the source of **damage** caused by an escape of oil or water from any fixed water or heating system in the **buildings** and in subsequent repair of **damage** caused by locating the source.

#### *Limit*

£50,000 any one claim.

### What is not covered

- (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 archaeological exercise.

## What is covered

### 21. Extinguisher and alarm resetting expenses

The reasonable costs incurred by **you** in refilling fire extinguishing appliances, replacing sprinkler heads and resetting fire or intruder alarm systems solely in consequence of their activation following an **insured event**.

### 22. Planning (Listed Buildings and Conservation Areas) Act 1990

The cover provided by this extension increases the sum insured for buildings that applies but only to the extent stated.

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** by any **insured event** should these costs exceed the cover provided within the relevant **buildings** sum insured.

The maximum **we** will pay under this extension is 20% of the sum insured for the **buildings** that have been damaged.

### 23. All Risks

The limit provided by this extension for any specified items is in addition to the contents sums insured stated on **your** schedule.

Where 'Unspecified Items' is shown in the schedule the following limits apply.

£5,000 (unless stated otherwise in the schedule) for all claims in any one period of insurance.

#### **Contents:**

£1,000 for any one item.

*continued*

## What is not covered

- (i) Damage which is specifically excluded by insurable event 14. Accidental damage;
- (ii) **Damage** to a trailer or caravan whilst attached to or being towed by a motor vehicle;
- (iii) **Damage** by theft or attempted theft to property left in an unattended vehicle unless the property is hidden from view and all windows and sunroofs are securely closed and the boot and all doors are locked.

### What is covered

The insurance by any item to which this extension applies, is for accidental **damage** to the items insured situated anywhere in the area covered (as shown in the schedule).

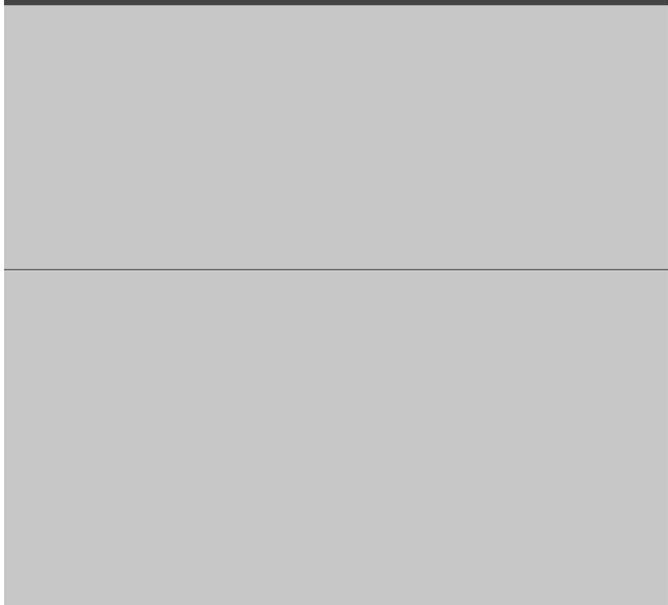
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### 24. Non-invalidation

The cover by this section shall not be invalidated by any act, omission or alteration whereby the risk of **damage** is increased unknown to **you** or beyond **your** control. Provided that **you** immediately on becoming aware of this give notice to **us** and pay an additional premium if required.

---

### What is not covered



## 2 Loss of income

The schedule will show if this section applies and the cover in force.

### Definitions

Each time any of the following words or phrases appear in this section in bold italic type (or in capital letters in the schedule) they will take the specific meaning shown below.

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

#### **Computer equipment**

means equipment that is electronic computer or other data processing equipment including all forms of electronic magnetic and optical tapes and discs for use in any electronic computer or electronic data processing equipment, software and peripherals used in conjunction with such equipment belonging to **you** or for which **you** are responsible.

#### **Damage**

means destruction or damage caused by any of the **insured events**.

#### **Income**

means the money paid or payable to the **Insured** including donations, collections, rent and hire charges.

#### **Indemnity period**

means the period beginning with the occurrence of the **damage** and ending not later than the expiry of the maximum indemnity period during which **your** normal activities are affected as a result of the **damage**.

#### **Insured event(s)**

means unless stated otherwise in the schedule those events which are insured by the Property damage section.

The Act of terrorism event is only operative if selected under this section and an appropriate premium paid.

### Cover

**We** will pay **you**, subject to the terms of this section, for loss during the **indemnity period** resulting from interruption of or interference with the usual activities following **damage** where **we** have accepted a claim.

Where no payment is made under the Property damage section solely because of the deduction of a policy **excess**, **we** will nevertheless accept a claim under this section.

### What is not covered

Exclusions (i) and (ii) below apply to all insured events and extensions under the Loss of income section.

- (i) Loss where there is unnecessary delay on **your** part in repairing or replacing the property.
- (ii) Loss due to archaeological exercise except as provided for under extension 1 of this section.

## Basis of settlement

### We will pay for

#### 1. Loss of income

**We** will pay the difference between the **income you** would have received during the **indemnity period** if there had been no **damage** and the **income you** actually received during that period.

**We** will take the following into account in calculating the payment:

- (a) Any savings during the **indemnity period** from expenses payable out of **income** which stop or are reduced as a result of the **damage**;
- (b) Any **income you** earn from conducting **your** activities elsewhere during the **indemnity period**.

---

#### 2. Additional expenditure

**We** will pay extra expenses that **you** necessarily and reasonably incur during the **indemnity period** to minimise interruption of or interference with **your** normal activities including the following:

- (a) The cost of moving to and from a temporary location and the additional rent, rates and taxes for such location;
  - (b) Expenses incurred in equipping a temporary location to make it suitable for **your** use;
  - (c) Additional cost in respect of lighting, heating and water;
  - (d) The cost of additional staff and overtime and allowances to existing staff.
- 

### We will not pay for

**We will pay for**

**3. Professional accountant's charges**

Any details contained in **your** books of account or other business books which are requested by **us** for the purpose of dealing with **your** claim can be produced by **your** professional accountants and their report shall be accepted as evidence of these details.

**We** will pay to **you** the reasonable charges payable by **you** to **your** professional accountants for producing these details or any other information requested by **us**.

The sum of amount payable under this clause and the amount otherwise payable under this section shall not exceed the sum insured.

**We will not pay for**



**Limit of indemnity**

The maximum **we** will pay for any one event under this section of the policy is the limit of indemnity shown in the schedule.

## Extensions

The insurance by this section is extended to cover loss resulting from interruption of or interference with **your** usual activities as a result of the following.

Unless specifically stated otherwise these extensions do not increase **our** liability as stated in the Limit of indemnity paragraph to this section

### What is covered

#### 1. Archaeological digs

If a claim is accepted by **us** under this section and the interruption or interference which is the subject of the claim is increased by an archaeological exercise which follows discoveries made due to the occurrence of **damage**, **we** will pay the additional amount of loss resulting from the increased interruption or interference but in no case will **we** pay in total more than the limit of indemnity.

#### 2. Prevention of access

Access to or use of the **premises** being prevented or hindered by:

- (a) **damage** to neighbouring property;
- (b) any action of Government, Police or Local Authority due to an emergency which could endanger human life or neighbouring property.

#### 3. Loss of telephone, electricity, gas or water

Losses following the accidental failure of:

- (a) the telephone system serving the **premises**;
- (b) the electricity, gas or water supplies at the point of connection to the **premises**.

*Limit*

£5,000 any one claim.

### What is not covered

- (i) Any loss covered under the Utilities extension.
  - (ii) In respect of (b) any restriction of use of less than 4 hours.
  - (iii) Any period when access to the **premises** was not prevented or hindered.
  - (iv) Closure or restriction in the use of the **premises** due to the order or advice of the competent local authority as a result of an occurrence of an infectious disease (or the discovery of an organism resulting in or likely to result in the occurrence of an infectious disease), food poisoning, defective drains or other sanitary arrangements.
  - (v) Closure or restriction in the use of the **premises** due to **vermin**.
- 
- (i) Any failure of less than 4 hours.
  - (ii) Failure due to the deliberate act of the telephone or supply authorities or as a result of strikes or other industrial action.

**What is covered**

**4. Specified disease, murder, food poisoning, defective sanitation, vermin**

- (a) any occurrence of a **specified disease** being contracted by a person at the **premises** or within a radius of 25 miles of the **premises**;
- (b) any discovery of an organism at the **premises** likely to result in the occurrence of a **specified disease** being contracted by a person at the **premises**;
- (c) any injury or illness sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided at the **premises**;
- (d) any accident causing defects in drains or other sanitary arrangements at the **premises**; which causes restrictions in the use of the **premises** on the order or advice of the competent local authority.
- (e) any discovery of **vermin** at the **premises**;
- (f) murder, rape or suicide at the **premises**.

**Special conditions**

- (i) **We** shall only be liable for the loss arising at those **premises** which are directly affected by the occurrence, discovery or accident. In the event that the policy includes an extension which deems **damage** at other locations to be **damage** at the premises such extension shall not apply to this extension.
- (ii) **Indemnity period** shall mean the period during which **your** results shall be affected in consequence of the occurrence, discovery or accident beginning with the date from which the restrictions on the **premises** are applied (or in the case of (f) above with the date of occurrence) and ending not later than three months thereafter.
- (iii) In respect of (e) **you** must obtain **our** consent before **you** restrict the use of the **premises**.

**What is not covered**

Costs incurred in the cleaning, repair, replacement, recall or checking of property.

**Definition specific to this extension**

**Specified disease**

means

Acute encephalitis	Legionellosis	Meningitis
Acute poliomyelitis	Legionnaires' disease	Meningococcal septicaemia (without meningitis)
Anthrax	Leprosy	Mumps
Cholera	Leptospirosis	Ophthalmia neonatorum
Diphtheria	Malaria	
Dysentery	Measles	

*continued*

Paratyphoid fever  
 Plague  
 Rabies  
 Relapsing fever  
 Rubella

Scarlet fever  
 Smallpox  
 Tetanus  
 Tuberculosis  
 Typhoid fever

Typhus fever  
 Viral haemorrhagic fever  
 Viral hepatitis  
 Whooping cough  
 Yellow fever

## What is covered

### 5. Book debts

If following **damage** to **your** books of account or other business books or records at the **premises you** are unable to trace outstanding debit balances owed to **you** **we** will indemnify **you** for such loss as follows:

- (a) **we** will pay the difference between the total outstanding debit balances and the total of the amounts received or traced in respect of such balances;
- (b) **we** will pay for the additional expenditure incurred with **our** previous consent in tracing and establishing debit balances owed to **you** after the **damage**;
- (c) **we** will pay for reasonable professional accountants' charges necessarily incurred in providing any evidence required by **us** in support of a claim.

The most **we** will pay under this extension is £50,000 per **premises** any one period of insurance.

#### Special condition

It is a **condition precedent to liability** under this extension that **you** keep a record of the total amount outstanding to **you** at the end of each month and within 30 days of the end of each month deposit this record in a building other than that in which the original records are kept.

### 6. Other venues

#### Damage:

- (a) occurring at any premises not in **your** occupation within the **geographical limits** where **you** are holding or participating in a fund raising event, exhibition or other activity;
- (b) to **your** property for use in connection with the fund raising event, exhibition or other activity whilst at **your premises** or whilst in transit by road, rail or inland waterway.

#### Limit

£10,000 any one incident.

## What is not covered

Loss arising from misfiling, erasure, distortion, deliberate falsification of records, or from bad debts.

## What is covered

### 7. Suppliers' extension

**Damage** at the site of any of **your** suppliers within the **geographical limits**.

*Limit*

£10,000 any one claim.

### 8. Utilities

**Damage** at any:

- (a) generating station or sub-station of **your** electricity supplier.
- (b) land-based premises of **your** gas supplier or any directly linked natural gas producer.
- (c) water works or pumping station of **your** water supplier.
- (d) land-based premises of **your** telecommunications service provider.

### 9. Bomb scare

**We** will pay for loss following any bomb scare at or in the vicinity of the **premises** which interrupts or interferes with **your** usual activities.

For the purpose of this extension the General terrorism exclusion does not apply.

*Limit*

£5,000 any one incident.

## What is not covered

**Damage** at the premises of any supply undertaking from which **you** obtain electricity, gas, water or telecommunications services.

## 10. Church event

### Definitions specific to this extension

#### **Abandonment**

means the inability to complete the event once commenced.

#### **Cancellation**

means the inability to proceed with the event.

#### **Event**

means any event arranged by **you** at the **premises**.

#### **Postponement**

means the unavoidable deferment of the event to another time.

### What is covered

**We** will pay any irrecoverable costs or expenses (less any income **you** have received from any source in connection with the staging of the **event**) which have been or will be incurred by **you** in connection with the **event** following **cancellation, abandonment** or **postponement** of the whole **event** arising from any cause beyond **your** control or beyond the control of any other financial supporters of the **event**.

#### *Limit*

£1,000 any one claim.

### What is not covered

1. **Cancellation, abandonment** or **postponement** arising from:
  - (i) the withdrawal, insufficiency or lack of finance however caused;
  - (ii) the financial failure of any fund raising venture;
  - (iii) lack of or inadequate receipts, sales or profits of any fund raising venture;
  - (iv) financial default, insolvency or failure to pay of any party;
  - (v) lack of or inadequate response or support or withdrawal of support by any party;
  - (vi) lack of or inadequate attendance or insufficient interest prior to attendance;
  - (vii) weather conditions;
  - (viii) any work being carried out by builders or other contractors which renders the venue or its facilities totally or partially unusable;
  - (ix) the death, injury or illness of any **insured** or pre-booked caterer, speaker, entertainer or musician over the age of 75 years;
  - (x) the order of a competent public authority.
2. The first £100 of each and every claim.

## What is covered

### 11. Reinstatement of data

The limit provided by this extension is in addition to the limit of indemnity stated on **your** schedule.

**We** will pay the costs **you** incur in reinstating data that is lost or damaged as a consequence of **damage** to **computer equipment** at **your premises**.

Providing that:

- (a) **our** liability is limited solely to the cost of reinstating data to any form of electronic magnetic and optical tapes and discs for use in any electronic computer or electronic data processing equipment;
- (b) **you** comply with the Back-up records special condition.

*Limit*

£25,000 per **premises** in any one period of insurance.

### Special condition - Back-up records

**You** shall maintain a minimum of 2 generations of verified back-up computer records taken at intervals no less frequently than 48 hours, one copy as a minimum being held off site, and take all reasonable precautions to store and maintain records in accordance with the maker's recommendations.

### 12. Computers - Increased Cost of Working

**We** will pay costs necessarily and reasonably incurred by **you** for the sole purpose of avoiding or diminishing interruption or interference to **your** computer operations as a consequence of **damage** to **computer equipment** at **your premises**.

*Limit*

£25,000 per **premises** in any one period of insurance.

## What is not covered

- (i) Losses discovered later than 180 days after the loss occurred.
- (ii) Loss or damage to software.
- (iii) Costs more specifically described under Computers - Increased Cost of Working extension.

# 3 Money

The schedule will show if this section applies and the cover in force.

## Definitions

Each time any of the following words or phrases appears in this section in bold italic type (or in capital letters in the schedule) they will take the specific meaning shown below.

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

### ***In transit***

means ***money*** other than ***non-negotiable money*** in transit whilst in the immediate personal control of ***you*** or any other responsible person authorised by ***you***, or in a bank night safe until the bank accepts responsibility.

### ***Non-negotiable money***

means crossed cheques (other than pre-signed blank cheques), crossed postal orders, crossed money orders, crossed bankers drafts, National Savings certificates, Premium Bonds, stamped National Insurance cards, credit and debit card sales vouchers, Value Added Tax purchase vouchers and unused credit on postal franking machines.

## What is covered

Loss of ***money*** belonging to ***you*** or for which ***you*** are responsible happening during the period of insurance.

## What is not covered

- (i) The amount of any ***excess*** shown in ***your*** schedule.
- (ii) Loss from an unattended vehicle unless the ***money*** is hidden from view and all windows and sunroofs are securely closed and the boot and all doors are locked.
- (iii) Loss due to deception or false accounting.
- (iv) Loss due to clerical or accounting errors, depreciation in value, unexplained shortage, dishonoured cheques or to the use of counterfeit ***money***.

The schedule will show the most ***we*** will pay for any one loss under the following headings.

### 1. Non-negotiable money

### 2. Other money

***Money*** other than ***non-negotiable money***:

- (a) ***in transit*** or in a bank night safe;
- (b) while being counted or in the home of an authorised officer, employee or member of the clergy;
- (c) in a locked safe in the ***premises***;
- (d) any other loss (including ***money*** in alms boxes).

## Extensions

The insurance by this section is extended to include the following.  
 (If there are any alterations to the limits these will be shown in the schedule.)

### What is covered

#### 1. Damage to safes

We will pay for **damage** to any safe, strongroom, cash carrying bag or offertory box belonging to **you** or for which **you** are responsible arising in connection with theft or attempted theft of insured **money**.

#### 2. Damage to personal effects

We will pay for **damage** to **personal effects** belonging to **you**, any employee or **your** officials arising in connection with theft or attempted theft of insured **money**.

*Limit*  
 £1,000 per person.

#### 3. Fund raising events

For the period from two days before to seven days after a church fund raising event the limits shown in the schedule are doubled for **Money** other than **non-negotiable money**:

- (a) **in transit**.
- (b) whilst being counted or in the home of any of **your** authorised officers, employees or a member of the clergy.
- (c) in a locked safe in the **premises**.

#### 4. Fraud and identity theft

We will pay **you** for

- (a) loss resulting from the fraudulent use of any credit or debit card ordinarily used in connection with **your** activities.

*Limit*  
 £1,000 per card in any one period of insurance.

*continued*

### What is not covered

In respect of (a):

- (i) Loss due to the use of any card where the terms under which it has been issued have not been fully complied with.
- (ii) Losses covered by a bank or card issuer.
- (iii) Fraudulent use by **you** or any officials of **your** place of worship or **your** trustees.

### What is covered

- (b) the reasonable and necessary costs incurred with **our** consent in protecting the interests of the **church council** following the fraudulent use of the identity of the **church council** or of any officials of **your** place of worship, trustees, employees or **authorised volunteers** by a third party for the purposes of obtaining credit.

*Limit*

£1,000 any one period of insurance.

### What is not covered

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### Special condition

It is a **condition precedent to liability** in respect of cash in transit that the amounts shown below are escorted by at least the stated number of responsible adults or professional security firm as indicated until deposited in a secure area of **your premises** or at the bank.

£3,000 to £5,000

2 persons

Over £5,000 but less than £10,000

3 persons

£10,000 or over

a professional security firm

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## 4 Theft by officials

The schedule will show if this section applies and the cover in force.

### Definitions

Each time any of the following words or phrases appear in this section in bold italic type (or in capital letters in the schedule) they will take the specific meaning shown below.

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

#### ***Acting in collusion***

means all circumstances where two or more ***officials*** are concerned or implicated together or materially assist each other in committing an act of ***theft***.

#### ***Excess***

means the first part of any ***one claim*** borne by ***you*** as shown in the schedule.

#### ***Official(s)***

means any person in ***your*** service and who is normally resident in the ***geographical limits***, who is empowered by ***you*** to have responsibility for ***your*** money.

#### ***One claim***

means all acts of ***theft*** throughout the continuation of this insurance (or any insurance issued in substitution for this insurance or for which this insurance is substituted) committed by one individual ***official*** or by two or more ***officials acting in collusion***.

#### ***Theft***

means any act of fraud or dishonesty by any ***official*** committed with the clear intent of obtaining an improper financial gain for themselves or for any other person or organisation intended by the ***official*** to receive such gain.

---

### What is covered

- (a) Direct loss of **money** belonging to **you** or for which **you** are responsible caused by **theft** committed during the period of insurance by any **official** and discovered not later than 24 months after the termination of this insurance.

**We** will also pay for auditor's fees incurred with **our** written consent solely to substantiate the amount of the claim.

- (b) If this insurance immediately supersedes a fidelity (or theft by official) insurance effected by **you** ('the Superseded Insurance') **we** will indemnify **you** in respect of any loss discovered during the continuation of this insurance but committed during the continuation of the Superseded Insurance, if the loss is not recoverable under the Superseded Insurance solely because the period allowed for discovery has expired.

Provided that:

- (i) such insurance had been continuously in force from the time of the loss until commencement of this section;
- (ii) the loss would have been insured by this insurance had it been in force at the time of the loss;
- (iii) **our** liability shall not exceed;
  - (1) the amount recoverable under the insurance in force at the time of the loss;
  - (2) the limit of indemnity under this policy.

In any event **our** total liability in respect of any **one claim** continuing through both the term of the Superseded Insurance and the continuation of this insurance shall not exceed the limit of indemnity.

### What is not covered

- (i) Loss of interest, loss of profit or consequential loss of any kind.
- (ii) Loss arising from any act of an **official** after the discovery of a prior act of **theft** committed by the same **official**.
- (iii) Loss caused by any act of an **official** committed before the commencement date of this insurance other than as provided for in What is covered (b).
- (iv) The amount of the **excess**.

### Limit of indemnity

Irrespective of the number of periods during which this insurance (and any insurance issued in substitution) shall remain in force **our** total liability in respect of any **one claim** shall not exceed the limit of indemnity shown in the schedule.

## Special conditions

### 1. Notice of loss

Whether or not **you** intend to make a claim **you** must give **us** notice in writing within 14 days of discovery of the following:

- (a) Any **theft** committed by any **official**;
- (b) Reasonable cause for suspicion of **theft** which comes to **your** knowledge or to the knowledge of any person to whom **you** entrust the supervision of audit.

If **you** fail to comply with this condition, and as a direct consequence, the amount for which **we** are liable for under this section has increased, then no payment shall be made by **us** in respect of the amount of such increase.

### 2. Recoveries

Any recoveries which are made shall be applied in the following order:

- (a) In the event that **your** claim has exceeded the limit of indemnity first to **your** benefit to reduce or extinguish the amount of **your** loss (but not the **excess**);
- (b) Thereafter to **our** benefit to the extent of the claim paid or payable;
- (c) Finally to **your** benefit where an **excess** has been deducted from the claim.

### 3. Deduction from loss

The following shall be deducted from the loss:

- (a) All monies which, but for the **theft**, would become payable by **you** to the **official** who committed the **theft**.
- (b) Any monies recovered by **you** from the **official**.

### 4. Loss prevention

It is a **condition precedent to liability** that **you** comply with the following:

- (a) **You** shall exercise reasonable care in the selection of **officials**.
  - (b) On discovery of any act of **theft** or circumstances which could give rise to a claim under this section **you** shall immediately take all steps to prevent loss or further loss.
  - (c) Upon the termination of service of any **official you** shall take all reasonable security precautions to prevent **theft** by that **official**.
-

## 5 Liabilities

The schedule will show if this section applies and the cover in force.

### Definitions

Each time any of the following words or phrases appear in this section in bold italic type (or in capital letters in the schedule) they will take the specific meaning shown below.

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

#### **Act of 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.

#### **Asbestos**

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

#### **Bodily injury**

means bodily injury, death, disease or illness.

#### **Business**

means **your** church business and activities which are conducted solely from premises in the **geographical limits**.

This includes:

- (a) the ownership, repair and maintenance of **your** property and premises;
- (b) the provision of catering, social, sports, welfare facilities and first aid services for **employed persons**, church members and visitors;
- (c) the provision of fire and security services maintained only for the protection of premises owned, or occupied, by **you**;

but does not include any work undertaken **offshore**.

#### **Data**

means information represented or stored electronically including, but not limited to, code or series of instructions, operating systems, software, programs and firmware.

#### **Employed person**

means

- (a) any **employee**;
- (b) (i) any person supplied to, or hired, or borrowed by **you**, or on **your** behalf  
or  
(ii) any work experience student, or youth training scheme participant,  
while under **your** direct control and supervision.

#### **Employee**

means any person under a contract of service or apprenticeship with **you** and **authorised volunteers**.

#### **Event**

means one occurrence, or series of occurrences, arising from, or attributable to, one source or original cause.

#### **Injury**

means **bodily injury**, wrongful arrest or false imprisonment.

**Legal costs**

means

- (a) claimant's costs and expenses recoverable from **you** in respect of any claim which is the subject matter of indemnity under this section of the policy;
  - (b) (i) the costs of legal representation at:
    - (1) any coroner's inquest or inquiry in respect of any death;
    - (2) proceedings in any court arising out of any alleged breach of statutory duty which may be the subject of indemnity under this policy;
  - (ii) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under this section of the policy;
- incurred with **our** prior written consent.

**Offshore**

means embarkation onto a vessel or aircraft for conveyance to an offshore rig, platform or service or accommodation vessel until disembarkation from the conveyance onto land upon return from such offshore rig, platform or service or accommodation vessel.

**Pastoral care services**

means the use of counselling skills to provide free, informal, unstructured care and ministry relating to a particular concern of an individual seeking the help of the church.

**Pollution or contamination**

means **injury** or **damage** directly or indirectly caused by, or arising out of, pollution or contamination of buildings or other structures, or of water, land or the atmosphere.

**Principal**

means any party (other than any licensed member of clergy, **church council** or hall committee member or officer, churchwarden or **employed person of yours**) on whose behalf **you** are undertaking work (excluding the sale or supply of **products**) in connection with the **business**.

**Products**

means goods (including containers and packaging) not in **your** custody or control, sold, supplied, installed, erected, serviced, repaired, altered or treated by **you** in connection with the **business**. Any error or defect in the sale, supply or presentation of such goods is included in this definition.

**Property**

means material property but this does not include **data**.

**Retroactive date**

means the retroactive date stated in the schedule.

**You/your/yours**

means the **Insured**.

Unless **we** specifically state otherwise, **we** will also indemnify:

- (a) **your** personal representatives in respect of legal liability incurred by **you**;
  - (b) at **your** request:
    - (i) any **principal**;
    - (ii) any licensed clergy, **church council** or hall committee member or officer, churchwarden or **employed person of yours**;
- in respect of liability for which **you** would have been entitled to indemnity, had the claim been made against **you**.

**We** will not provide an indemnity to any medical or dental practitioner in respect of medical services provided.

## Cover 1 - Employers' liability

This insurance is provided on a 'Costs inclusive' basis. This means that **legal costs** are included within the limit of indemnity specified in the schedule.

### What is covered

**We** will indemnify **you** against **your** legal liability to pay damages and **legal costs** arising out of **bodily injury** to an **employed person** which is caused during the period of insurance:

- (a) within the **geographical limits**;
- or
- (b) while temporarily outside the **geographical limits**; in connection with the **business**.

The total amount **we** will pay in respect of:

- (a) any one **event** which is directly or indirectly caused by, results from, or is in connection with any **act of terrorism** shall not exceed £5,000,000;  
If **we** allege that the **bodily injury** has resulted from an **act of terrorism** the burden of proving the contrary shall be upon **you**;
- (b) any other **event**, shall not exceed the limit of indemnity shown in the schedule.

This insurance complies with the provisions of any law enacted in the **geographical limits** relating to the compulsory insurance of liability to employees. **You** will repay any sums paid by **us** which **we** would not have been obliged to pay, but for the provisions of such law.

### What is not covered

No indemnity will be provided for any liability in respect of **bodily injury** for which **you** are required to arrange motor insurance, or security, in accordance with any road traffic legislation within the European Union.

## Employers' liability extension

The following is subject to the terms of the policy.

### What is covered

#### Unsatisfied court judgements

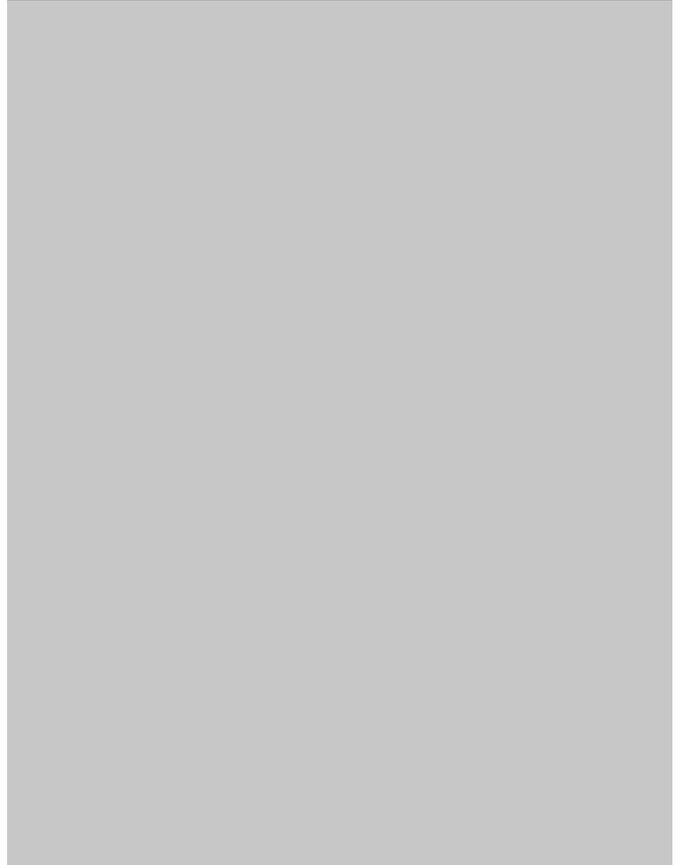
Where a judgement for damages has been obtained:

- (a) by one of **your employees**, or their personal representatives, in respect of **bodily injury** caused during any period of insurance and which arises out of and in the course of their employment with **you**;
- (b) in any court situated within the **geographical limits**;
- (c) against any company, or individual, operating from premises within the **geographical limits**;
- (d) which remains unsatisfied, in whole or in part, six months after the due date for payment of the judgement

**we** will, at **your** request, pay to the **employee**, or their personal representatives, the amount of damages and any awarded costs which remain unsatisfied, subject to there being no appeal outstanding.

Any payment under this extension is conditional upon the judgement being assigned to **us** by the **employee**, or their personal representative.

### What is not covered



## Cover 2 - Public and products liability

This insurance is provided on a 'Costs in Addition' basis. This means that (with the exception of claims which are brought within the legal jurisdiction of the United States of America or Canada) **legal costs** are payable in addition to the limit of indemnity specified in the schedule.

### What is covered

**We** will indemnify **you** against **your** legal liability to pay damages arising out of:

- (a) accidental **injury** of any person;
- (b) accidental **damage to property**;
- (c) nuisance, trespass to land, trespass to goods or interference with any easement of air, light, water or way.

**We** will not provide indemnity in respect of any liability which arises from any deliberate act or omission by **you**, which could reasonably have been expected having regard to the nature and circumstances of such act or omission, or which is a natural consequence of the ordinary conduct of **your business**

happening during the period of insurance, and caused either in connection with the **business** or by **products**.

**We** will, in addition, indemnify **you** against **legal costs**, other than in respect of any claim which is brought within the legal jurisdiction of the United States of America or Canada, in which circumstances **legal costs** shall be included within the limit of indemnity.

The total amount **we** will pay in respect of damages for:

- (a) any one **event** (and all **events** happening during any period of insurance caused by **products**) which is directly or indirectly caused by or results from or is in connection with an **act of terrorism** or any action taken in controlling preventing suppressing or in any way relating to an **act of terrorism**

shall not exceed the Public and products limit of indemnity as stated in the schedule or £5,000,000 whichever is the less.

If **we** allege that the **injury** or **damage** has resulted from an **act of terrorism** the burden of proving the contrary shall be upon **you**;

- (b) any other **event**;
- (c) all other **events** happening during any period of insurance caused by **products**;

*continued*

### What is not covered

No indemnity will be provided in respect of:

- (1) any liability arising from advice, design or specification provided for a fee or for which a fee would normally be charged.
- (2) any liability arising directly or indirectly from the following:
  - (i) mining, processing, manufacturing, removing, handling, disposing of, treatment of, distributing or storing of **asbestos**.  
However, this shall not apply where removing, handling or disposing of **asbestos** does not form part of **your** usual business or any contract work undertaken; and
    - **you** have complied with any legal obligations to manage **asbestos**; and
    - any discovery of **asbestos** by **you** is unintentional and accidental; and
    - where, upon discovery of **asbestos**, all work immediately stops; and
    - a HSE licensed asbestos removal contractor is employed to make safe the area in which the discovery is made as soon as is practicable and who has Employers' and Public liability insurance in force which provides limits of indemnity no less than those provided by **your** policies and which do not exclude the work to be carried out;
  - (ii) fears of the consequences of exposure to, or inhalation of **asbestos**.
- (3) any liability arising from any contract in respect of **products** supplied, or contract work executed, by **you**, unless liability would have attached in the absence of that contract.
- (4) any liability arising from **damage to property** where there is a requirement to arrange cover under clause 6.5 of the 2007 JCT conditions or any similar contract clause.

*continued*

### What is covered

- (d) all **events** arising from **pollution or contamination** which **we** deem to have occurred during any period of insurance shall not exceed the limit of indemnity shown in the schedule.

Where **we** are liable to indemnify more than one person, the total amount of indemnity to all parties, including **you**, in respect of damages arising from one **event** shall not exceed the limit of indemnity shown in the schedule.

### What is not covered

- (5) any liability arising from **damage** to **property** which is owned, or held in trust, by **you** or which is in **your** custody or control. This exclusion will not apply in respect of the following:
- (a) personal effects, including vehicles and their contents, belonging to licensed clergy, **employed persons, church council** or hall committee members or officers, churchwardens or visitors.
  - (b) premises and their contents not owned by, leased or rented by **you** at which **you** are undertaking work in connection with the **business**.
  - (c) premises including fixtures and fittings, hired by, or leased, rented or borrowed by **you**, but **we** shall not be liable for:
    - (i) any liability arising solely under the terms of any contract or agreement;
    - (ii) any liability which arises from an agreement to maintain in force insurance against loss of or damage to the premises and their fixtures and fittings.
- (6) the costs of remedying any defect, or alleged defect, in premises which **you** have disposed of.
- (7) **damage** to, or the costs of recall, removal, repair, alteration, replacement or reinstatement of any **product** supplied, or contract work executed, by **you** which is caused by:
- (a) a defect;
  - (b) its unsuitability for its intended purpose.
- (8) any liability arising from **bodily injury** to any **employed person** caused in connection with the **business**.
- (9) (a) fines or penalties.  
 (b) liquidated damages.  
 (c) any compensation awarded by a Court of Criminal Jurisdiction.  
 (d) multiplied, aggravated, exemplary, or punitive damages.

*continued*

## What is covered

## What is not covered

- (10) any liability arising from the following:
- (a) the ownership or use by **you**, or on **your** behalf, of any premises situated in the United States of America or Canada.
  - (b) **products** sold or supplied on **your** behalf, from any premises situated in the United States of America or Canada.
  - (c) **products** exported by **you**, or on **your** behalf, to the United States of America or Canada.
- (11) any liability arising from the supervision or execution of any manual work or contract undertaken outside of the European Union.
- (12) any liability arising directly, or indirectly, from **pollution or contamination**, unless the **pollution or contamination** is 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.  
For the purposes of this exclusion, all **pollution or contamination** which arises out of one incident, shall be deemed to have occurred at the time such incident takes place.
- (13) any liability arising from:
- (a) **products** incorporated in any craft designed to travel through air or space;
  - (b) **products** incorporated in any waterborne craft which could affect its safety, navigation or propulsion;
  - (c) **products** incorporated in mechanically propelled vehicles which could affect their safety;
  - (d) **products** incorporated in gas, chemical, petrochemical or power generation plant which is directly connected to manufacture, processing, storage or power generation; and which have been specifically supplied by **you** for that purpose.
- (14) any liability connected with any error or omission in the provision of **pastoral care services**.

*continued*

## What is covered

## What is not covered

- (15) any liability connected with any error or omission in the provision of professional counselling services.
- (16) any liability arising from ownership, possession or use by **you**, or on **your** behalf, of the following:
  - (a) any mechanically propelled vehicle but, except where indemnity is provided by any motor insurance policy, or in circumstances where insurance or security is required under any road traffic legislation, this exclusion will not apply in respect of:
    - (i) the use of plant as a tool of trade on site;
    - (ii) the use of plant at **your** premises;
    - (iii) the loading or unloading of any vehicle;
    - (iv) the movement of any vehicle, not belonging to **you**, which is interfering with the execution of the **business**;
  - (b) any craft designed to travel in, on or through water, air or space. This exclusion shall not apply to any non-mechanically propelled waterborne craft of less than 9 metres in length whilst operated on inland waterways, or within 3 miles of the coast.

## Public and products liability extensions

Each of the following is subject otherwise to the terms of this policy.

### What is covered

#### 1. Contingent motor liability

Notwithstanding the vehicles exclusion (16), **we** will indemnify **you** alone in respect of legal liability for **injury** or **damage** arising out of the use by any **employee**, in the course of the **business**, of any mechanically propelled vehicle which is neither owned by, nor provided by, **you**.

#### 2. Cross liabilities

If **you** consist of more than one party, **we** will indemnify each party in the terms of this policy against liability incurred to the other in the same manner, and to the same extent, as if a separate policy had been issued to each, subject to the maximum amount payable in respect of damages arising out of one **event** to all such parties not exceeding the limit of indemnity.

#### 3. Data Protection Act 1998

**We** will indemnify **you** against legal liability to pay damages and claimant's costs and expenses for damage or distress, as described in Section 13 of the Data Protection Act 1998.

This indemnity is subject to **you** being registered in accordance with the Act or having applied for such registration which has not been refused or withdrawn and that **you** have taken all reasonable care to comply with its requirements.

### What is not covered

**We** will not provide an indemnity in respect of:

- (i) **damage** to such vehicle or any **property** contained or being transported within it;
- (ii) **injury** or **damage** arising while the vehicle is being driven by **you**;
- (iii) **injury** or **damage** arising while the vehicle is being driven by any person who, to **your** knowledge, does not hold a licence to drive such a vehicle (unless they have held, and are not disqualified for holding or obtaining, such a licence);
- (iv) circumstances where **you** are entitled to indemnity under any other insurance;
- (v) **injury** or **damage** arising outside the **geographical limits**.

**We** will not provide any indemnity in respect of:

- (i) the payment of fines or penalties;
- (ii) the costs of replacing, reinstating, rectifying, erasing, blocking or destroying any personal data;
- (iii) liability arising from, or caused by, a deliberate or intentional act by, or omission of, any person entitled to indemnity;
- (iv) claims arising out of circumstances which have been notified to previous insurers or which were known to **you** at the inception of this extension;
- (v) legal liability where indemnity is provided by any other insurance.

## What is covered

### 4. Defective Premises Act

**We** will indemnify **you** against legal liability incurred by virtue of Section 3 of the Defective Premises Act 1972, or Section 5 of the Defective Premises (Northern Ireland) Order 1975, in respect of **injury** or **damage** which occurs within a period of seven years from the expiry or cancellation of this policy.

### 5. Errors and omissions

This insurance covers only those losses which arise from claims made against **you** and notified to **us** during the period of insurance.

**We** will indemnify **you** against all sums which **you** become legally liable to pay as damages and all other costs and expenses as a result of errors or omissions in the rendering of services and facilities provided by **you** or on **your** behalf in connection with **your business** which gives rise to a claim made against **you** and notified to **us** during the period of insurance.

The most **we** will pay under this extension in the period of insurance will be £100,000.

All claims resulting from a single error or omission will be deemed to have been made during the period in which the first claim was accepted by **us**.

## What is not covered

**We** will not provide any indemnity if **you** are entitled to indemnity under any other insurance.

**We** will not provide any indemnity in respect of:

- (i) liability where indemnity is provided by any other insurance;
- (ii) liability in respect of **bodily injury** or **damage** to property;
- (iii) any person committing or condoning any criminal, dishonest or fraudulent act or omission;
- (iv) liability assumed by agreement unless liability would have attached without such agreement;
- (v) the consequences of any circumstances known to **you** at the commencement of this cover which may give rise to a claim;
- (vi) any legal action brought in a court of law outside the **geographical limits**;
- (vii) liability for any claim made against **you** by reason of any act committed or alleged to have been committed prior to the **retroactive date**;
- (viii) liability arising from any allegation of unfair or wrongful dismissal and all other employment disputes;
- (ix) liability arising from any allegation of discrimination.
- (x) advice, design or specification given for a fee or for which a fee is normally payable, professional counselling services or **pastoral care services**.

## What is covered

### 6. Errors and omissions – independent examination

This insurance covers only those losses which arise from claims made against **your** Independent Examiner and notified to **us** during the period of insurance.

**We** will indemnify **your** appointed Independent Examiner against all sums which the Independent Examiner becomes legally liable to pay as damages and all other costs and expenses as a result of errors or omissions in the independent examination of **your** accounts as required by legislation which gives rise to a claim made against the Independent Examiner and notified to **us** during the period of insurance.

The most **we** will pay under this extension in the period of insurance will be £25,000.

All claims resulting from a single error or omission will be deemed to have been made during the period in which the first claim was accepted by **us**.

### 7. Indemnity to private hirers

At **your** request, the indemnity provided by Cover 2 will extend to include liability incurred by any persons hiring **your premises** in connection with the organisation of a private social event on no more than three occasions per hirer during the period of insurance.

The most **we** will pay under this extension inclusive of all damages and **legal costs** is:

- (i) £2,000,000 any one **event**;
- (ii) £2,000,000 any one period of insurance for claims arising from **products**.

## What is not covered

**We** will not provide any indemnity in respect of:

- (i) liability where indemnity is provided by any other insurance;
- (ii) liability in respect of **bodily injury** or **damage** to property;
- (iii) any person committing or condoning any criminal, dishonest or fraudulent act or omission;
- (iv) liability assumed by agreement unless liability would have attached without such agreement;
- (v) the consequences of any circumstances known to the Independent Examiner at the commencement of this cover which may give rise to a claim;
- (vi) liability arising from a full audit of the accounts by a registered auditor;
- (vii) any legal action brought in a court of law outside the **geographical limits**;
- (viii) liability for any claim made against **your** Independent Examiner by reason of any act committed or alleged to have been committed prior to the **retroactive date**.

**We** will not provide any indemnity in respect of:

- (i) liability incurred in respect of accidents away from the hired premises;
- (ii) liability arising out of food and drink supplied at the event where such goods have been supplied by a professional caterer;
- (iii) liability arising out of the use of bouncy castles or other inflatables, fly walls, bungee equipment or any similar activity equipment;
- (iv) liability arising from bonfires and fireworks;
- (v) liability arising out of any organised sports activities;
- (vi) liability arising out of any other activity of a hazardous nature;
- (vii) liability assumed by agreement unless liability would have attached without such agreement;
- (viii) liability where indemnity is provided by any other insurance.

## What is covered

### 8. Libel and slander

This insurance covers only those losses which arise from claims made against **you** during the period of insurance.

**We** will indemnify **you** against **your** legal liability to pay damages and **legal costs** arising out of or caused by:

- (i) the publication or utterance by **you** or on **your** behalf of a libel or slander;
- (ii) infringement of trademark, registered design, copyright or patent right.

Provided that:

- (a) a claim is first made against **you** during the period of insurance;
- (b) the most **we** will pay under this extension is £250,000 in any one period of insurance;
- (c) all claims arising from a single libel, slander or infringement will be deemed to have been made during the period in which the first claim was accepted by **us**.

### 9. Overseas personal liability

**We** will indemnify **you** for personal liability for **injury** or **damage** arising other than in connection with the **business** or any business of the person claiming indemnity while such persons are temporarily outside the **geographical limits** in connection with the **business**.

The total amount **we** will pay for damages for any one **event** is £5,000,000 (or the Public and products liability limit of indemnity if lower).

## What is not covered

**We** will not provide any indemnity in respect of:

- (i) liability where indemnity is provided by any other insurance;
- (ii) liability assumed by agreement unless liability would have attached without such agreement;
- (iii) the consequences of any circumstances known to **you** at the commencement of this cover which may give rise to a claim;
- (iv) criminal or intentional libel, slander or infringement;
- (v) any damages, costs or expenses brought about by the personal spite or ill will of **you** towards a claimant;
- (vi) publication or utterances made at the direction of any party entitled to indemnity by this section with the knowledge of the libellous or slanderous effect thereof;
- (vii) any legal actions in a court of law outside the **geographical limits**.

**We** will not provide any indemnity in respect of:

- (i) any liability which attaches solely because of a contract;
- (ii) liability arising out of the ownership or occupation of land or buildings;
- (iii) liability where indemnity is provided by any other insurance;
- (iv) liability arising from any craft designed to travel in on or through water, air or space but this exclusion shall not apply to any watercraft hired or borrowed and which are less than 5 metres in length and with a maximum speed of less than 15 knots while operated on inland waterways or within 3 miles of the coast;
- (v) liability arising from any electrically or mechanically powered vehicle other than a battery powered wheelchair or mobility scooter or a vehicle used only as domestic gardening equipment or a golf cart trolley or buggy controlled by someone on foot.

## What is covered

### 10. Pastoral care indemnity

This insurance covers only those losses which arise from claims made against **you** and notified to **us** during the period of insurance.

Notwithstanding the **pastoral care services** exclusion (14), **we** will indemnify **you** against all sums which **you** become legally liable to pay as damages and all other costs and expenses as a result of neglect, error or omission in the rendering of **pastoral care services** provided by **your** clergy or **employees** in connection with **your business** which gives rise to a claim made against **you** and notified to **us** during the period of insurance for the following:

- (1) Accidental **bodily injury** to persons other than any **employed person**;
- (2) Accidental loss of or **damage** to **property** not belonging to **you**;
- (3) Pecuniary loss other than arising from (1) or (2) above.

The most **we** will pay under this extension in the period of insurance will be:

- (a) £5,000,000 (or the Public and products liability limit of indemnity if lower) for claims arising under (1) or (2) above;
- (b) £100,000 for claims arising under (3) above.

All claims resulting from a single neglect, error or omission will be deemed to have been made during the period in which the first claim was accepted by **us**.

### Special condition

It is a **condition precedent to liability** that **you** shall exercise reasonable care and diligence in the selection, appointment and supervision of persons undertaking **pastoral care services** on **your** behalf.

## What is not covered

**We** will not provide any indemnity in respect of:

- (i) liability where indemnity is provided by any other insurance or other extension of this policy;
- (ii) any person committing or condoning any criminal, dishonest or fraudulent act or omission;
- (iii) liability assumed by agreement unless liability would have attached without such agreement;
- (iv) the consequences of any circumstances known to **you** at the commencement of this cover which may give rise to a claim;
- (v) liability arising from professional counselling services;
- (vi) any legal action brought in a court of law outside the **geographical limits**;
- (vii) liability for any claim made against **you** by reason of any act committed or alleged to have been committed prior to the **retroactive date**.

## 11. Church council and trustee indemnity

This insurance covers only those losses which arise from claims made and notified to **us** during the period of insurance.

### Definitions specific to this extension

#### **Outside trustee**

means any **trustee** acting in the capacity of a trustee formally appointed on the written authority and request of the **church council** to the board or equivalent position in any voluntary not-for-profit entity other than

- (a) the **church council**
- (b) any entity
  - (i) having its securities listed or traded on any US exchange or
  - (ii) possessing any tangible or intangible asset located within the United States of America.

#### **Period of insurance**

means the period of insurance stated in the schedule.

#### **Trustee**

means anyone who is at any time a trustee, director, officer or member or **employee** of the **church council** and who is not

- (a) a trust corporation or
- (b) the receiver, administrator, administrative receiver, liquidator or external auditor of that **church council**.

#### **Wrongful act**

means any actual or alleged act which is wrongfully committed or attempted by the **trustee** when carrying out his or her duties as a **trustee**.

### What is covered

#### **Cover 1**

##### **Trustee and church council indemnity**

- (a) Trustee and church council liability

**We** will indemnify:

- (i) the **trustee** and **church council** against all sums which the **trustee** or **church council** becomes legally liable to pay as damages and all other costs and expenses as a result of the **wrongful act** which gives rise to a claim made against the **trustee** or **church council** and notified to **us** during the period of insurance;
- (ii) the **church council** against all sums which the **church council** is required or permitted by law to pay to or on behalf of the **trustee** for the **trustee's** legal liability for damages and all other costs and expenses as a result of the **wrongful act** which gives rise to a claim made against the **trustee** and notified to **us** during the period of insurance.

*continued*

### What is not covered

These exclusions apply to any claim made under Covers 1 - 5 of this extension

**We** will not provide any indemnity in respect of:

- (i) anything for which indemnity is provided under any other insurance or other extension of this policy or by any other source;
- (ii) anything which was done when known to be a **wrongful act** or ignoring that possibility;
- (iii) the consequences of any circumstances known by the **church council** or **trustee** at the commencement of this cover which may give rise to a claim;
- (iv) liability arising from **bodily injury** to any person, **damage** to property (other than as provided under paragraph (b) of this extension) or infringement of intellectual property rights;
- (v) liability arising from the rendering of any counselling, advice or other service;
- (vi) anything done in the capacity of trustee or administrator of any pension fund or scheme;
- (vii) any person committing or condoning any criminal, dishonest or fraudulent act or omission;

*continued*

## What is covered

- (b) Loss of documents  
**We** will indemnify the **church council** and **trustee** against all sums which the **church council** or **trustee** becomes legally liable to pay as damages and all other costs and expenses including reasonable costs incurred for restoration as a result of a document relating to the **business** being subject to **damage** which is discovered during the period of insurance and notified to **us** within 30 days.

### Personal cover

- (1) **We** will treat:
- (a) the application for this insurance as a separate application for cover by each **trustee**;
  - (b) each claim made against any **trustee** and each loss suffered by any **trustee** as personal to that **trustee**;
  - (c) each claim for indemnity by any **trustee** as personal to that **trustee**;
- and the right of each **trustee** to indemnity shall not be affected by the situation or conduct of anyone else.
- (2) If the legal liability of the **trustee** is imputed or transferred to the lawful spouse of the **trustee** or any person deriving similar status in law **we** will provide to that person the personal indemnity to which the **trustee** would be otherwise entitled under this extension.
- (3) If the **trustee** should die become insolvent or mentally incapacitated **we** will provide to the estate, heirs, legal representatives or assigns of the **trustee** the personal indemnity to which the **trustee** is entitled under this extension.
- (4) If the lawful spouse of the **trustee** or any person deriving similar status in law is entitled to any indemnity under (2) above and dies, becomes insolvent or mentally incapacitated **we** will provide that person's estate, heirs, legal representatives or assigns the personal indemnity to which that person is so entitled.

*continued*

## What is not covered

- (viii) liability assumed by agreement unless liability would have attached without such agreement;
- (ix) liability arising from any failure to arrange or maintain insurance;
- (x) any legal action brought in a court of law outside the **geographical limits**;
- (xi) liability arising from any allegation of unfair or wrongful dismissal and any other employment dispute;
- (xii) liability arising from anything manufactured, sold or supplied by or on behalf of **you**;
- (xiii) liability arising from any:
- (a) personal guarantee or assurance given by the **trustee** to anyone (other than the **trustee** giving assurance that the **trustee** has the authority to do something); or
  - (b) agreement that the **trustee** shall pay any penalty or fixed sum of money unless the **trustee** would still be legally liable even if that guarantee, assurance or agreement did not exist.

## What is covered

### Cover 2 Retired trustees

In the event that **you** do not renew this policy and only in respect of any **trustee** who retires prior to the date of non-renewal the cover provided by this extension will continue in force for a period of 120 months from the date of non-renewal provided that:

- (a) cover will only apply to claims arising from any **wrongful act** prior to the date of retirement of the **trustee**;
- (b) the period will run concurrently with any Extended reporting period;
- (c) no indemnity is provided by any other insurance.

### Cover 3 Extended reporting period

If **we** or **you** cancel (other than for non-payment of premium) or **we** refuse to offer renewal of this extension of the policy and you do not replace the cover by any other similar policy with another insurer, then **you** shall be entitled to an extension of the expiring period of cover provided by this extension of 12 months provided that the claim arises from a **wrongful act** prior to the date of cancellation or refusal to renew.

### Cover 4 Outside boards

This cover shall extend to any **wrongful act** committed in the capacity of **outside trustee** but only in excess of the aggregate of any other potentially applicable cover whether or not it actually responds.

### Cover 5 Emergency costs and expenses

In the event **you** are unable to contact **us** to obtain consent to authorise costs and expenses following a claim, **we** agree to reimburse **you** for emergency costs and expenses incurred up to an aggregate inner limit of 10% of the limit of indemnity provided for this extension.

The most **we** will pay under this extension in the period of insurance will be £100,000.

All claims resulting from a single **wrongful act** will be deemed to have been made during the period in which the first claim was accepted by **us**.

*continued*

## What is not covered

## What is covered

### Special condition

The **church council** shall submit annual reports and accounts to their appropriate regulatory authority in accordance with prescribed timescales.

In the event of **your** auditor or independent examiner qualifying their opinion or expressing concerns about **your** accounts, accounting procedures or financial position in any of **your** Report and Accounts notification of such qualification and subsequent action taken by **you** and **your** regulatory authority is to be notified to **us** as soon as reasonably possible.

## 12. Professional counselling services

This extension is optional. The schedule will show if it is in force.

This insurance covers only those losses which arise from claims made against **you** and notified to **us** during the period of insurance.

**We** will indemnify **you** against all sums which **you** become legally liable to pay as damages and all other costs and expenses as a result of neglect, error or omission in the rendering of professional counselling services in conjunction with **your business** which are provided by persons whose names have been supplied to **us** and which gives rise to a claim made against **you** and notified to **us** during the period of insurance for the following:

- (1) Accidental **bodily injury** of persons other than any **employed person**;
- (2) Accidental loss of or **damage to property** not belonging to **you**;
- (3) Pecuniary loss other than arising from (1) or (2) above.

The most **we** will pay under this extension in the period of insurance will be:

- (a) £5,000,000 (or the Public and products liability limit of indemnity if lower) for claims arising under (1) or (2) above;
- (b) as shown in the schedule for claims arising under (3) above.

All claims resulting from a single neglect, error or omission will be deemed to have been made during the period in which the first claim was accepted by **us**.

*continued*

## What is not covered

**We** will not provide any indemnity in respect of:

- (i) liability where indemnity is provided by any other insurance or other extension of this policy;
- (ii) any person committing or condoning any criminal, dishonest or fraudulent act or omission;
- (iii) liability assumed by agreement unless liability would have attached without such agreement;
- (iv) the consequences of any circumstances known to **you** at the commencement of this cover which may give rise to a claim;
- (v) any legal action brought in a court of law outside the **geographical limits**;
- (vi) liability for any claim made against **you** by reason of any act committed or alleged to have been committed prior to the **retroactive date**.

## What is covered

### Special condition specific to this extension

It is a **condition precedent to liability** that **you** shall exercise reasonable care and diligence in the selection, appointment and supervision of persons undertaking professional counselling services on **your** behalf.

## What is not covered

## 13. Additional clean up costs

### Definitions specific to this extension

#### **Environmental legislation**

means any legislation enacted within the United Kingdom governing the:

- (i) prevention and control of pollution and contamination;
- (ii) protection of the environment.

#### **Regulatory authority**

means any statutory authority regulator or legal body which has authority under **environmental legislation** to legally require or order **remediation** or to conduct **remediation** itself and to recover the costs of doing so from others.

#### **Remediation**

means the minimum level of works or operations necessarily conducted under the provisions of the **environmental legislation** to investigate, treat, remove, dispose of, curtail or minimise pollution but this will not include any works or operations:

- (i) to reinstate reintroduce or restore flora or fauna;
- (ii) to restore natural habitats or species protected by **environmental legislation** or the services that those natural habitats or species perform;
- (iii) which improve the state or condition of land or water in comparison with its state or condition immediately prior to the incident that caused the **pollution or contamination**.

### What is covered

**We** will indemnify **you** against **your** legal liability in respect of the cost of:

- (a) **remediation** which **you** are legally required or ordered to conduct by a **regulatory authority**;
- (b) reimbursing a **regulatory authority** where **remediation** has been conducted by or on behalf of the **regulatory authority**;

arising from **pollution or contamination** caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific point in time and place during the period of insurance and in connection with the **business**.

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

**You** shall be liable for 10% of the cost of any claim giving rise to indemnity under this extension subject to a minimum contribution of £2,500.

The maximum amount payable under this extension shall not exceed £1,000,000 in the aggregate in respect of all incidents occurring during the period of insurance.

### What is not covered

No indemnity will be provided in respect of the removal or disposal of any waste deposited by or on **your** behalf.

## Liability section extensions

If in force the covers of this section are extended for the following and are subject to the terms, conditions and exclusions of the relevant cover.

### What is covered

#### 1. Compensation for court attendance

If **we** request any of the following categories of people to attend court as a witness in connection with a claim under this section of the policy, **we** will provide **you** with the following rates of compensation for each day on which attendance is required.

Any of **your** licensed clergy, **church council** members, churchwardens, hall committee members or officers      £500

Any **employed person**      £250

#### 2. Corporate manslaughter defence costs

**We** will indemnify **you** in respect of legal costs and expenses incurred with **our** prior written consent in connection with the defence of any criminal proceedings or an appeal against conviction which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007 committed or alleged to have been committed during the period of insurance in the course of the **business**.

Provided that:

- (a) **our** liability under this extension shall not exceed the Public and products liability limit of indemnity as stated in the schedule or £5,000,000 whichever is the less in any one period of insurance;
- (b) if this policy provides Legal expenses insurance this extension shall only operate in respect of any excess beyond the amount payable under the Legal expenses section;
- (c) where **we** have already provided an indemnity in respect of any legal costs incurred in the defence of any criminal proceedings arising out of the same **event** which has given rise to the proceedings in respect of corporate manslaughter or corporate homicide any amount already paid by **us** will be taken into account in calculating **our** liability under this extension;

*continued*

### What is not covered

No indemnity will be provided:

- (i) where indemnity for defence costs is available from any other source or is provided by any other insurance or where, but for the existence of this extension, indemnity would have been provided by such other source or insurance. However, this exclusion shall not apply in the circumstances outlined in proviso (b);
- (ii) in respect of any proceedings which result from **your** deliberate act or omission or deliberate act or omission of any official of **yours** while acting in their corporate capacity and which could reasonably have been expected having regard to the nature and circumstances of such act or omission;
- (iii) in respect of fines or penalties of any kind including the costs of remedial or publicity orders or the steps required to be taken by such orders.

### What is covered

- (d) **we** must consent in writing to the appointment of any solicitor or counsel who is to act for and on **your** behalf;
- (e) any appeal can only commence if counsel has advised that it is more likely for an appeal to be successful than not.

### What is not covered

## Prosecution defence costs

### What is covered

**We** will, subject to the limit of indemnity, indemnify **you** in respect of:

- (a) legal costs and expenses incurred with **our** prior written consent;
- (b) costs awarded against **you**; in connection with the defence of any criminal proceedings, or an appeal against a conviction arising from such proceedings, brought for a breach of:
  - (1) the Health and Safety at Work etc. Act 1974
  - (2) Part II of the Consumer Protection Act 1987;
  - (3) the Food Safety Act 1990;
 alleged to have been committed during the period of insurance in connection with the **business**.

### What is not covered

**We** will not provide any indemnity:

- (i) where indemnity is provided by any other insurance;
- (ii) in circumstances where **injury** or **damage** has occurred which may be the subject of a claim under either the Employers' liability or Public liability covers of this policy;
- (iii) in respect of fines or penalties of any kind;
- (iv) in respect of any costs, expenses or reimbursements resulting from an order made under Section 9, or resulting from any Regulation in respect of charges under Section 45, of the Food Safety Act 1990;
- (v) where the proceedings have resulted from any deliberate act or omission by:
  - (a) **you**, or any of **your church council** members, churchwardens, licensed clergy, hall committee members or officers;
  - (b) any **employed person** or representative of **yours** who has specific responsibility for compliance with the above legislation; which could reasonably have been expected to constitute a breach of the above legislation.

## Limit of indemnity

The total amount **we** will pay in respect of any one claim under this cover shall not exceed £500,000.

## 6 Legal expenses

The schedule will show if this section applies and the cover in force.

### *Note (not forming part of the policy):*

To ensure an expert service, the cover under this section has been arranged by us in conjunction with DAS Legal Expenses Insurance Company Limited (DAS).

We are responsible for paying any claims under this section but DAS manage all claim matters and correspondence on our behalf. The legal advice service and claims handling service is provided by DAS Law Limited and/or a preferred law firm on behalf of DAS.

You can phone DAS at any time on 0345 266 0029 to arrange for a local Solicitor, to be appointed from a nationwide panel of Solicitors, to contact you and provide the necessary assistance during or following any investigation by the Police.

You can call the same number to receive general legal advice on any matter under UK Law. DAS will ask you about your legal issue and if necessary call you back to give you legal advice.

If your issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this section of the policy, DAS will give you a reference number. At this point they will not be able to tell you whether the claim is covered or not but will pass your information to their claims-handling team and explain what to do next.

When presenting a claim for legal expenses, the insured person must inform DAS as soon as possible and within the time limits stipulated under the individual covers, conditions and exclusions to this section, giving full details in writing of the insured incident and provide such proofs, supporting evidence and other information as DAS may require.

Please do not ask for help from a solicitor or accountant before DAS have agreed. If you do we will not pay the costs involved.

### **DAS Head and Registered Office:**

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

Registered in England and Wales, number 103274. DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Website: [www.das.co.uk](http://www.das.co.uk)

### **DAS Law Limited Head and Registered Office:**

DAS Law Limited,  
North Quay,  
Temple Back,  
Bristol BS1 6FL

Registered in England and Wales, number 5417859. DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority. DAS Law Limited is listed on the Financial Conduct Authority register to carry out insurance mediation activity, including the administration of insurance contracts, on behalf of DAS Legal Expenses Insurance Company Limited.

Website: [www.daslaw.co.uk](http://www.daslaw.co.uk)

## Definitions

Each time any of the following words or phrases appear in this section in bold italic type (or in capital letters in the schedule) they will take the specific meaning shown below.

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

### ***Appointed representative***

means the ***preferred law firm or tax consultancy***, law firm, accountant or other suitably qualified person who has been appointed to act for an ***insured person*** in accordance with the terms of this section.

### ***Costs and expenses***

means:

- (1) All reasonable and necessary costs chargeable by the ***appointed representative*** and agreed by ***DAS*** in accordance with the ***DAS Standard Terms of Appointment***;
- (2) The costs incurred by opponents in civil cases if the ***insured person*** has been ordered to pay them or the ***insured person*** pays them with the agreement of ***DAS***.

### ***Countries covered***

means

For insured events 2, Personal injury and 3 and 4, Legal defence (excluding Statutory Notice Appeals):

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey;

For all other insured events:

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

### **DAS**

means DAS Legal Expenses Insurance Company Limited.

### **DAS Standard Terms of Appointment**

means the terms and conditions (including the amount **we** will pay to an **appointed representative**) that apply to the relevant type of claim, which could include a conditional fee agreement (no win no fee).

### **Date of occurrence**

means:

- (1) For civil cases (other than under insured event 6, Tax protection), the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these events;
- (2) For criminal cases, when the **insured person** commenced or is alleged to have commenced to violate the criminal law in question;
- (3) For insured event 3 and 4, Legal defence, statutory notice appeals, the date when the **insured person** is issued with the relevant notice and has the right to appeal;
- (4) For insured event 6, Tax protection, the date when HM Revenue & Customs or the relevant authority first notifies **you** of its intention to carry out an enquiry. For **VAT disputes** or **employer compliance disputes**, the date the dispute arises.

### **Employer compliance dispute(s)**

means a dispute with HM Revenue & Customs concerning **your** compliance with Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations.

### **Insured event(s)**

means the circumstances in which the insurance provided by this section will operate as described in each separate cover.

### **Insured person**

means:

- (1) **You** and **your** employees, **authorised volunteers**, directors, trustees, partners, managers, officers and

workers;

- (2) The estates, heirs, legal representatives or assigns of any person mentioned in (1) above in the event of such person dying;
- (3) A person contracted to perform work for **you** who is in other respects insured by **you** on the same basis as **your** employees and performs work under **your** supervision and direction.

### **Period of insurance**

means the period for which **we** have agreed to cover **you** and for which the premium has been paid.

### **Preferred law firm or tax consultancy**

means a law firm, barristers' chambers or tax expert **DAS** choose to provide legal or other services.

They are appointed according to the **DAS Standard Terms of Appointment**.

### **Reasonable prospects**

means:

- (1) For civil cases, the prospects that the **insured person** will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that **DAS** has agreed to including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal must be at least 51%. **DAS** or a **preferred law firm or tax consultancy** on **our** behalf will assess whether there are **reasonable prospects**;
- (2) For criminal cases, the prospects of a successful outcome for appeals must be at least 51%.

### **Tax enquiry**

means a written notice of enquiry issued by HM Revenue & Customs to carry out an Income Tax or Corporation Tax compliance check, which either:

- (i) includes a request to examine any aspect of **your** books and records; or
- (ii) advises of a check of **your** whole tax return.

### **VAT dispute(s)**

means a dispute with HM Revenue & Customs, following the issue of an assessment, written decision, or notice of a civil penalty relating to **your** VAT affairs.

## Cover

**We** agree to provide the insurance described in this section for **you** (or where specified, the **insured person**) in respect of any **insured event** arising in connection with **your** activities, as long as:

- (a) **reasonable prospects** exist for the duration of the claim (other than for legal defence cases); and
- (b) the **date of occurrence** of the **insured event** is during the **period of insurance**
- (c) any legal proceedings will be dealt with in the **countries covered** by:
  - a court; or
  - employment tribunal or employment appeal tribunal; or
  - an arbitration proceeding where parties to a dispute appoint an arbitrator to determine the evidence and issue a decision which is recognised by and enforceable through a court; or
  - the Equality and Human Rights Commission for Northern Ireland; or
  - any other body which replaces any of the above or which **DAS** agrees to; and
- (d) the **insured event** happens within the **countries covered**.

## What we will pay

**We** will pay an **appointed representative**, on **your** behalf, **costs and expenses** incurred following an insured incident and any compensation awards that **DAS** has agreed to, provided that:

- (1) the most **we** will pay for all claims resulting from one or more events arising at the same time or from the same originating cause is shown as the limit of indemnity in the policy schedule.
- (2) the most **we** will pay in **costs and expenses** if **you** do not use a **preferred law firm or tax consultancy** is the reasonable amount incurred taking into account what **we** would have paid to a **preferred law firm or tax consultancy**. The amount **we** pay a law firm (where acting as an **appointed representative**) may vary from time to time but will not exceed £100 per hour.
- (3) in respect of an appeal or the defence of an appeal **you** must tell **DAS** within the time limits allowed that **you** want to appeal.  
Before **we** pay the **costs and expenses** for appeals

**DAS** must agree that **reasonable prospects** exist.

- (4) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages the most **we** will pay in **costs and expenses** is the value of the likely award.
- (5) in respect of insured event 4(3) – Legal defence (Jury service and court attendance) the maximum **we** will pay is the **insured person's** net salary or wages for the time that the **insured person** is absent from work less any amount the **insured** court or tribunal pays to them.

## What we will not pay

- (1) In the event of a claim if **you** decide not to use the services of a **preferred law firm or tax consultancy** **you** may be responsible for the difference in costs between what **we** would have paid a **preferred law firm or tax consultancy** and the costs charged by **your** law firm accountant or other suitably qualified person.
- (2) The total of the compensation awards payable by **us** shall not exceed £1,000,000 in any one **period of insurance**.

## What is not covered

### Applying to all insured events

- 1 Any claim reported to **DAS** more than 180 days after the date **you** should have known about the **insured event**.
- 2 **Costs and expenses** incurred before the written acceptance of a claim by **DAS**.
- 3 Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority, other than compensation awards as covered under insured event 5 (cover 2), Compensation awards and insured event 3 and 4, Legal defence.
- 4 Any claim arising out of ecclesiastical law and falling within the jurisdiction of the ecclesiastical courts.
- 5 Any legal action an **insured person** takes which **DAS** or the **appointed representative** have not agreed to or where the **insured person** does anything that hinders **DAS** or the **appointed representative**.
- 6 Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.

- 7 Any **insured event** deliberately or intentionally caused by an **insured person**.
- 8 Any claim relating to rights under a franchise or agency agreement entered into by **you**.
- 9 A dispute with **us** or **DAS** not otherwise dealt with under Condition 8 of this section.
- 10 Any claim relating to a shareholding or partnership share in **you**.
- 11 **Costs and expenses** arising from or relating to judicial review.  
This exclusion does not apply to insured event 2, Personal injury.
- 12 Any claim where either at the start of, or during the course of a claim, **you**:
- (a) are declared bankrupt.
  - (b) have filed a bankruptcy petition.
  - (c) have filed a winding-up petition.
  - (d) have made an arrangement with **your** creditors.
  - (e) have entered into a deed of arrangement.
  - (f) are in liquidation.
  - (g) part or all of **your** affairs or property are in the care or control of a receiver or administrator.
- 13 Any claim relating to written or verbal remarks that damage the **insured person's** reputation.
- 14 Any claim where an **insured person** is not represented by a law firm, barrister or tax expert.

## What is covered

### Insured event 1

#### Property protection

**DAS** will negotiate for **your** legal rights in any civil dispute relating to material property which is owned by **you** or is **your** responsibility, provided that **you** have established the legal ownership or right to the land that is the subject of the dispute following:

- (a) any event which causes or could cause physical damage to such material property;
- or
- (b) a legal nuisance;
- or
- (c) a trespass.

### Insured event 2

#### Personal injury

At **your** request, **DAS** will negotiate for an **insured person's** and their family members' legal rights following a specific or sudden accident that causes the death of or bodily injury to them.

## What is not covered

Any claim relating to the following:

- (i) A contract entered into by **you**.
- (ii) Goods in transit or goods lent or hired out.
- (iii) Goods at premises other than those occupied by **you**, unless the goods are at such premises for the purpose of installations or use in work to be carried out by **you**.
- (iv) Mining subsidence.
- (v) Defending **your** legal rights, other than in defending a counter-claim.
- (vi) A motor vehicle owned by or used by or hired by or leased to an **insured person**, other than damage to motor vehicles where **you** are engaged in the business of selling motor vehicles.
- (vii) The enforcement of a covenant by or against **you**.

Any claim relating to the following:

- (i) Any illness or bodily injury that develops gradually.
- (ii) Psychological injury or mental illness, unless the condition follows a specific or sudden accident that has caused physical bodily injury.
- (iii) Defending an **insured person's** and their family members' legal rights, other than in defending a counter-claim.
- (iv) Clinical negligence.

## What is covered

### Insured event 3

#### Legal defence for you

(1) **DAS** will defend **your** legal rights:

**(a) Criminal pre-proceedings cover**

prior to the issue of legal proceedings when dealing with the Police, Health & Safety Executive, Local Authority Health & Safety Enforcement Officer, Environment Agency and/or Local Council where it is alleged that **you** have or may have committed a criminal offence.

**(b) Criminal prosecution defence**

following an event which leads to **you** being prosecuted in a court of criminal jurisdiction.

Provided that for a claim under (a) or (b) above:

in so far as proceedings under the Health & Safety at Work etc. Act 1974 are concerned, the **countries covered** shall be any place where the Act applies.

**(c) Data protection**

if civil action is taken against **you** for compensation under Section 13 of the Data Protection Act 1998.

**We** will also pay any compensation award made against **you** under Section 13 of the Data Protection Act 1998.

**(d) Wrongful arrest**

following civil action taken against **you** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**.

(2) **DAS** will represent **you**:

**(a) Statutory notice appeals**

in appealing against the imposition or terms of any Statutory Notice issued under legislation affecting **your** business.

**(b) Information Commissioner registration**

in an appeal against the refusal of the Information Commissioner to register **your** application for registration.

**(c) Party Walls Act**

in appealing against an award made under the Party Walls Act.

## What is not covered

Any claim relating to the ownership of a motor vehicle or the driving of a motor vehicle by an **insured person** for which the **insured person** does not have valid motor insurance.

## What is covered

### Insured event 4

#### Legal defence for your employees and authorised volunteers

The following will be provided at **your** request.

(1) **DAS** will defend the **insured person's** (other than **your**) legal rights:

##### (a) Criminal pre-proceedings cover

prior to the issue of legal proceedings when dealing with the Police, Health & Safety Executive, Local Authority Health & Safety Enforcement Officer, Environment Agency and/or Local Council where it is alleged that the **insured person** has or may have committed a criminal offence.

##### (b) Criminal prosecution defence

following an event which leads to the **insured person** being prosecuted in a court of criminal jurisdiction.

Provided that for a claim under (a) or (b) above:

in so far as proceedings under the Health & Safety at Work etc. Act 1974 are concerned, the **countries covered** shall be any place where the Act applies.

##### (c) Data protection

if civil action is taken against the **insured person** for compensation under Section 13 of the Data Protection Act 1998.

**We** will also pay any compensation award made against the **insured person** under Section 13 of the Data Protection Act 1998.

##### (d) Discrimination

if civil action is taken against an **insured person** under legislation for unlawful discrimination on the grounds of sex, sexual orientation, race, disability, age, religious belief or political opinion.

##### (e) Pension fund trustees

if civil action is taken against them as a trustee of a pension fund set up for the benefit of **your** employees or non-employed officials.

## What is not covered

Any claim relating to the ownership of a motor vehicle or the driving of a motor vehicle by an **insured person** for which the **insured person** does not have valid motor insurance.

## What is covered

### (f) Conscientious objection

If civil action is taken against the *insured person* following the *insured person's* decision not to solemnise a marriage, based on the conscientious right of objection conferred on the *insured person* by section 8.2 of the Matrimonial Causes Act 1965.

### (2) Statutory notice appeals

*DAS* will represent the *insured person* (other than *you*) in appealing against the imposition of terms of any Statutory Notice issued under legislation affecting *your* business.

### (3) Jury service and court attendance

*We* will pay for an *insured person's* absence from work:

- (i) to perform jury service.
- (ii) to attend any court or tribunal at the request of the *appointed representative*.

## Insured event 5

### Employment disputes and compensation awards

#### Cover 1

Employment disputes

*DAS* will defend *your* legal rights:

- (1) before the issue of legal proceedings in a court or tribunal following the dismissal of an employee.
- (2) where an employee or ex-employee has contacted ACAS to commence the Early Conciliation procedure.
- (3) in any unfair dismissal dispute under the ACAS Arbitration Scheme.
- (4) in legal proceedings in respect of any dispute relating to:
  - (a) a contract of employment with *you*; or
  - (b) an alleged breach of the statutory rights of an employee ex-employee or prospective employee under employment legislation.

## What is not covered

Any claim in respect of damages for personal injury or loss of or damage to property.

## What is covered

### Cover 2

Compensation awards

Where **DAS** have accepted a claim under **Cover 1**

**Employment disputes, we** will pay:

- (i) any basic and compensatory award; and/or
- (ii) an order for compensation following a breach of **your** statutory duties under employment legislation.

Provided that:

- (1) In cases relating to performance and/or conduct **you** have, throughout the employment dispute, either:
  - (a) followed the ACAS Code of Disciplinary and Grievance Procedures; or
  - (b) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
  - (c) sought and followed advice from DAS Legal Advice Service.
- (2) For an order of compensation following **your** breach of statutory duty under employment legislation, **you** have at all times sought and followed the advice given by DAS Legal Advice Service since the date when **you** knew or should have known about the employment dispute.
- (3) For any compensation award for redundancy or alleged redundancy or unfair selection for redundancy **you** have sought and followed the advice given by DAS Claims Department prior to serving notice of redundancy.
- (4) The compensation is awarded by a tribunal or through ACAS Arbitration Scheme under a judgement made after full argument and otherwise than by consent or default or is payable under settlement approved in writing in advance by **DAS**.

### Cover 3

Service occupancy

**DAS** will negotiate for **your** legal rights against an employee or ex-employee to recover possession of premises owned by **you** or for which **you** are responsible.

## What is not covered

- (i) Any compensation award relating to the following:
  - (a) Trade union activities trade union membership or non-membership.
  - (b) Pregnancy or maternity rights, paternity, parental or adoption rights.
  - (c) Health & Safety related dismissals brought under Section 44 of the Employment Rights Act 1996.
  - (d) Statutory rights in relation to trustees of occupational pension schemes.
- (ii) Non-payment of money due under the relevant contract of employment or statutory provision.
- (iii) Any award ordered because **you** have failed to provide relevant records to employees under the National Minimum Wage laws.
- (iv) Any compensation award or increase in compensation award ordered by a court or tribunal for failure to comply with a recommendation or order it has made including non-compliance with a reinstatement or re-engagement order.

Any claim relating to defending **your** legal rights other than defending a counter-claim.

## What is covered

### Insured event 6

#### Tax protection

**DAS** will negotiate on **your** behalf and at **your** request **your** directors trustees and partners in the event that one of the following enquiries is undertaken in direct connection with **your** activities:

- (a) A **tax enquiry**.
- (b) An **employer compliance dispute**.
- (c) a **VAT dispute**.

Provided that:

For all **insured events**, **you** have taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed

### Insured event 7

#### Contract disputes

**DAS** will negotiate for **your** legal rights in a contractual dispute arising from that agreement or that alleged agreement which has been entered into by **you** or on **your** behalf for the purchase hire sale or provision of goods or of services.

Provided that:

- (1) the amount in dispute exceeds £250 (including VAT).
- (2) if the dispute relates to money owed to **you**, a claim under this section is made within 90 days of the money becoming due and payable.
- (3) if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £250 (including VAT).

## What is not covered

Any **insured event**:

- (i) arising from a tax avoidance scheme.
- (ii) caused by the failure to register for Value Added Tax or Pay As You Earn.
- (iii) arising from any investigation or enquiries by with or on behalf of HM Revenue & Customs Special Investigation Section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160, or by the Revenue and Customs Prosecution Office.
- (iv) arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.
- (v) relating to import or excise duties and import VAT.

- (i) Any claim relating to the following:
  - (a) A dispute over the settlement amount payable under an insurance policy.
  - (b) The:
    - terms of a lease;
    - licence;
    - tenancy;
 of land or buildings, other than a dispute with a professional adviser in connection with these matters.
  - (c) A loan, mortgage, pension, guarantee, or any other financial product and choses in action.
  - (d) A motor vehicle owned by or hired by or leased to **you**, other than agreements relating to the sale of motor vehicles where **you** are engaged in the business of selling motor vehicles.
- (ii) A dispute with an employee or ex-employee which arises out of or relates to a contract of employment with **you**.
- (iii) A dispute which arises out of the purchase or hire of computer hardware, software, systems or services tailored by a supplier to **your** own specification.
- (iv) A dispute arising from a breach or alleged breach of professional duty by an **insured person**.
- (v) The recovery of money and interest due from another party, other than disputes where the other party intimates that a defence exists.

## What is covered

### Insured event 8

#### Debt recovery

**DAS** will negotiate for **your** legal rights including enforcement of judgement to recover money and interest due from the sale or provision of goods or services.

Provided that:

- (1) the debt exceeds £250 (including VAT).
- (2) the claim is made within 90 days of the money becoming due and payable.
- (3) **DAS** has the right to select the method of enforcement or to forego enforcing judgement if they are not satisfied that there are or will be sufficient assets available to satisfy judgement.

## What is not covered

- (i) Any claim relating to the following:
  - (a) The settlement payable under an insurance policy.
  - (b) The:
    - terms of a lease;
    - licence;
    - tenancy;
 of land or buildings.
  - (c) A loan, mortgage, pension, guarantee, or any other financial product and choses in action.
  - (d) A motor vehicle owned by or hired by or leased to **you**, other than agreements relating to the sale of motor vehicles where **you** are engaged in the business of selling motor vehicles.
- (ii) A dispute which arises out of the supply, hire, sale or provision of computer hardware, software, systems or services.
- (iii) The recovery of money and interest due from another party, other than disputes where the other party intimates that a defence exists.

## Special Conditions

- 1 (a) On receiving a claim, if representation is necessary, **DAS** will appoint a **preferred law firm or tax consultancy** or in-house lawyer as **your appointed representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court.
- (b) If the appointed **preferred law firm or tax consultancy** or **DAS's** in-house lawyer cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may choose a law firm or tax expert to act as the **appointed representative**. **DAS** will choose the **appointed representative** to represent **you** in any proceedings where **we** are liable to pay a compensation award.
- (c) If **you** choose a law firm as **your appointed representative** who is not a **preferred law firm or tax consultancy**, **DAS** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm or tax consultancy**. However, if they refuse to act on this basis, the most **we** will pay is the reasonable amount incurred if they had agreed to the **DAS Standard Terms of Appointment**. The amount **we** will pay a law firm (where acting as the **appointed representative**) may vary from time to time but will not exceed £100 per hour.
- (d) The **appointed representative** must co-operate with **DAS** at all times and must keep **DAS** up to date with the progress of the claim.
- 2 An **insured person** must:
  - (a) co-operate fully with **DAS** and the **appointed representative**.
  - (b) give the **appointed representative** any instructions that **DAS** ask them to.
- 3 (a) An **insured person** must tell **DAS** if anyone offers to settle a claim and must not negotiate or agree to any settlement without written consent from **DAS**.
- (b) If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.
- (c) **We** may decide to pay an **insured person** the reasonable value of the claim that the **insured person** is claiming, or is being claimed against

them, instead of starting or continuing legal action. In these circumstances, an **insured person** must allow **DAS** to take over and pursue or settle a claim in their name.

- (d) An **insured person** must allow **DAS** to pursue at **our** expense and for the **insured person's** benefit, any claim for compensation against any other person and an **insured person** must give **DAS** all the information and help **DAS** need to do so.
- (e) Where a settlement is made on a without-costs basis, **DAS** will decide what proportion of that settlement will be regarded as **costs and expenses** and payable to **us**.
- 4 (a) An **insured person** must instruct the **appointed representative** to have **costs and expenses** taxed assessed or audited if **DAS** ask for this.
- (b) An **insured person** must take every step to recover **costs and expenses** and court attendance and jury service expenses that **we** have to pay and must pay **us** any amounts that are recovered.
- 5 If the **appointed representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses the **appointed representative** without good reason, the cover **we** provide will end at once, unless **DAS** agree to appoint another **appointed representative**.
- 6 If an **insured person** settles a claim or withdraws their claim without **DAS's** agreement or does not give suitable instructions to the **appointed representative**, **we** can withdraw cover and will be entitled to reclaim any **costs and expenses we** have paid.
- 7 **DAS** may require **you** to get, at **your** own expense, an opinion from an expert that **DAS** consider appropriate on the merits of the claim or proceedings or on a legal principle.
- The expert must be approved in advance by **DAS** and the cost agreed in writing between **you** and **DAS**. Subject to this, **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is 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.
- 8 If there is a disagreement between **you** and **DAS** about the handling of a claim and it is not resolved through **DAS's** internal complaints procedure, **you** may be able to contact the Financial Ombudsman Service for help. (Details are available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).)

In instances where the Financial Ombudsman Service cannot help (e.g. **you** are not an eligible complainant), there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by **you** and **DAS**.

If there is a disagreement over the choice of arbitrator, **DAS** will ask the Chartered Institute of Arbitrators to decide.

- 9 An **insured person** must:
- (a) keep to the terms and conditions of this section;
- (b) take reasonable steps to avoid and prevent claims;
- (c) take reasonable steps to avoid incurring unnecessary costs;
- (d) send everything **DAS** ask for in writing; and
- (e) give **DAS** full and factual details of any claim as soon as possible and give **DAS** any information they need.
- (f) report any claim to **DAS** as soon as they become aware of it and within 180 days of the **date of occurrence**.
- 10 This section is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **your** business is conducted. Otherwise, the law of England and Wales applies.
- All Acts of Parliament mentioned in this policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

# 7 Personal accident

The schedule will show if this section applies and the cover in force.

## Definitions

Each time any of the following words or phrases appear in this section in bold italic type (or in capital letters in the schedule) they will take the specific meaning shown below.

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

### ***Accidental bodily injury***

means bodily injury resulting directly and independently of any other cause within 24 calendar months in disablement or death.

### ***Act of 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.

### ***Insured person(s)***

means

- (a) members of the clergy whether on duty or not in the ***geographical limits*** or whilst temporarily outside the ***geographical limits***.
- (b) employees, members of the ***church council***, hall committee members and officers and ***authorised volunteers*** all acting under ***your*** authority whilst engaged in ***your*** business or authorised activities in the ***geographical limits***.
- (c) children aged 3 or over and youths taking part in activities organised by ***you*** anywhere in the ***geographical limits***.
- (d) any member of a party travelling with ***your*** knowledge and authority on a tour organised by ***you*** anywhere in the ***geographical limits***.

### ***Loss of eye(s)***

means total and irrecoverable loss of sight of an eye or eyes.

### ***Loss of limb(s)***

means loss by physical severance at or above the wrist or ankle or total and irrecoverable loss of use of a limb or limbs.

### ***Permanent total disablement***

means total and absolute disablement (other than by ***loss of limb(s)*** or ***loss of eye(s)***) from usual occupation or from that occupation for which the individual is suited by training or qualification which shall have lasted for 104 weeks and which will in all probability continue for the remainder of life.

### ***Temporary total disablement***

means disablement from carrying out the ***insured person's*** normal parochial duties, church youth activities or usual occupation for a period not exceeding 104 weeks in all from the commencement of such disablement.

## What is covered

**We** will pay ***you*** the benefits shown in the schedule if any ***insured person*** suffers ***accidental bodily injury***.

## What is not covered

- (i) ***Accidental bodily injury*** resulting from the following:
  - (a) Any criminal act by an ***insured person***.
  - (b) Insanity, suicide or attempted suicide.

*continued*

## What is covered

## What is not covered

- (c) The use of alcohol or drugs by the **insured person** unless such drugs are taken as prescribed and directed by a qualified registered medical practitioner; but not for the treatment of drug addiction.
- (d) Any health problem which **you** or the **insured person** know of or should have known about at the start of the insurance or when it was renewed and which has not been accepted by **us** in writing.
- (e) Childbirth or pregnancy.
- (f) Any **insured person** taking part in, practising or training for any of the following excluded activities:
  - Aqualung diving;
  - Flying (except as a fare-paying passenger), hang-gliding or parachuting;
  - Hunting on horseback, polo, show jumping or steeple chasing;
  - Driving, riding or sailing in any kind of race;
  - Riding motor cycles or motor scooters as a driver or passenger;
  - Winter sports other than curling or ice-skating;
  - Mountaineering, cliff or rock climbing, abseiling, subterranean or elastic rope sports or activities;
  - Football (other than amateur Association) or rugby football;
  - Any pursuit or activity involving personal danger or hazard;
  - Playing in any sport professionally;
  - Service in the armed forces.
- (g) Wilful exposure to needless peril (except in an attempt to save human life).
- (ii) **Accidental bodily injury** directly or indirectly caused or contributed to by an **act terrorism** involving the use or release or the threat thereof of any nuclear weapon, device or chemical or biological agent regardless of any contributory cause.
 

If **we** allege that by reason of this exclusion any **accidental bodily injury** is not covered by this policy the burden of proving the contrary shall be upon **you**.
- (iii) **Accidental bodily injury** sustained by any person under the age of 3 years or to any person after the expiry of the period of insurance in which that person attained the age of 80 years.

## Extensions

The insurance by this section is extended to include the following.

### What is covered

#### 1. Medical and other expenses

If **we** accept a claim for **accidental bodily injury** under this section **we** will pay:

- (a) Medical, dental or surgical expenses incurred by the **insured person** up to £2,500;
- (b) £20 a day up to £200 if as a result of the **accidental bodily injury** the **insured person** goes into hospital for in-patient treatment.

#### 2. Clothing and personal effects

If **we** accept a claim for **accidental bodily injury** under this section **we** will pay for the **insured person's** clothing and personal effects damaged at the same time up to an amount of £1,000 per person.

This amount is in addition to any amount recoverable under any other section of this policy.

#### 3. Loss of deposits

Unused travel and accommodation expenses which the **insured person** is unable to recover if it is necessary to cancel or curtail their participation in a tour organised by **you** because of **accidental bodily injury** or illness of an **insured person** or of any relative, fiancé, fiancée, close business associate or travelling companion of the **insured person**.

*Limit*

£500 any one person.

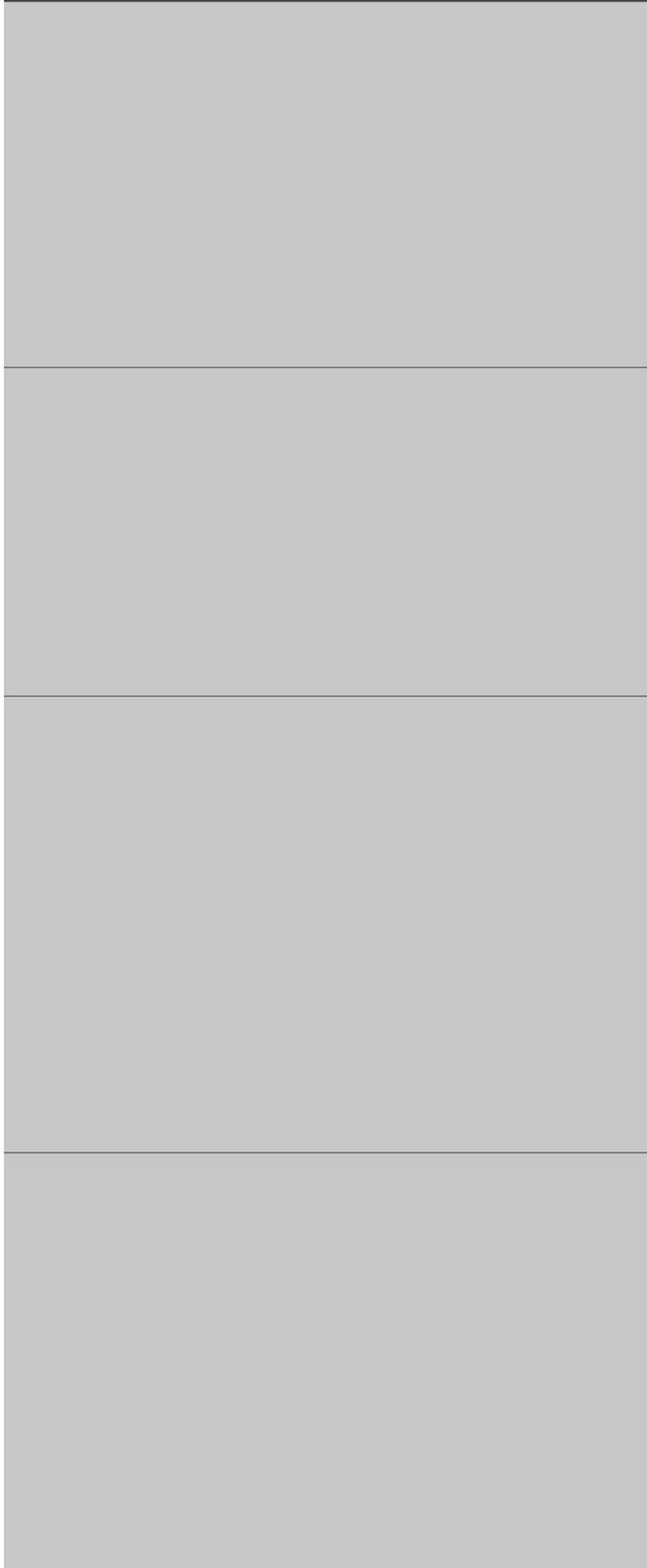
#### 4. Assault

If any member of the clergy, employee, **authorised volunteer** or other representative of **yours** is assaulted whilst engaged in **your** business or authorised activities within the **geographical limits we** will pay for medical, dental or surgical expenses incurred. This is in addition to any amount that may be payable under Extension 1 above.

*Limit*

£5,000 any one person.

### What is not covered



# General information

## Complaints procedure

If you have any reason to complain about the advice or service you've received, please contact us as soon as possible.

You can complain in writing or verbally at any time to:

### For all complaints other than Legal expenses complaints

Ecclesiastical Insurance Office plc  
Beaufort House  
Brunswick Road  
Gloucester  
GL1 1JZ

Tel: 0345 777 3322

Fax: 0345 604 4486

Email [complaints@ecclesiastical.com](mailto:complaints@ecclesiastical.com)

### For Legal expenses complaints

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

Tel: 0344 893 9013

Email: [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)

## Our promise to you

We will aim to resolve your complaint within one business day.

If this is not possible:

- We will promptly acknowledge all complaints.
- All complaints will be investigated diligently and impartially.
- We will respond formally to your complaint as soon as possible.
- We will keep you informed of the progress of the investigation.
- If you're not satisfied with our response, or we have not completed our investigation after eight weeks, we'll inform you of your right to take the complaint to:

Financial Ombudsman Service,  
Exchange Tower,  
London E14 9SR.

Tel: 0300 123 9123 or 0800 023 4567

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk/](http://www.financial-ombudsman.org.uk/)

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

## **The Financial Services Compensation Scheme (FSCS)**

The Financial Services Compensation Scheme (FSCS) is the independent body, set up by Government, which gives you your money back if your authorised\* financial services provider goes bust.

The FSCS protects a range of products for both individuals and small businesses. Limits apply depending on the product you have bought. The FSCS does not charge individual consumers for using its service. The FSCS cannot help you if the firm you have done business with is still trading.

For further information on the scheme you can visit the website at:

[www.fscs.org.uk](http://www.fscs.org.uk)

or write to:

Financial Services Compensation Scheme  
10th Floor, Beaufort House  
15 St Botolph Street,  
London EC3A 7QU.

Tel: 0207 741 4100 or 0800 678 1100

Fax: 0207 741 4101

Email [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

\*The FSCS can only pay compensation for customers of financial services firms authorised by the PRA or the FCA.

# Notes

# Notes

# Notes

This contract is underwritten by:  
Ecclesiastical Insurance Office plc.

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

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

**[www.fca.gov.uk/pages/register](http://www.fca.gov.uk/pages/register)**

**or by contacting the FCA on  
0800 111 6768**

# Contact us

For further information on any of our products, call us on

**0345 777 3322**

Monday to Friday 8am to 6pm (excluding bank holidays). We may monitor or record calls to improve our service

You can email us at

**churches@ecclesiastical.com**

Or visit us at

**www.ecclesiastical.com/church**

If you would like this booklet in large print, braille, on audio tape or computer disc please call us on 0345 777 3322. You can also tell us if you would like to always receive literature in another format.

# Other useful contacts

Ecclesiastical Financial Advisory Services for Independent  
Financial Advice

**0800 107 0190**

**www.ecclesiastical.com/getadvice**

Ecclesiastical Home Insurance:

**0800 917 3345**

**www.ecclesiastical.com/churchworker**



Beaufort House, Brunswick Road,  
Gloucester GL1 1JZ

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