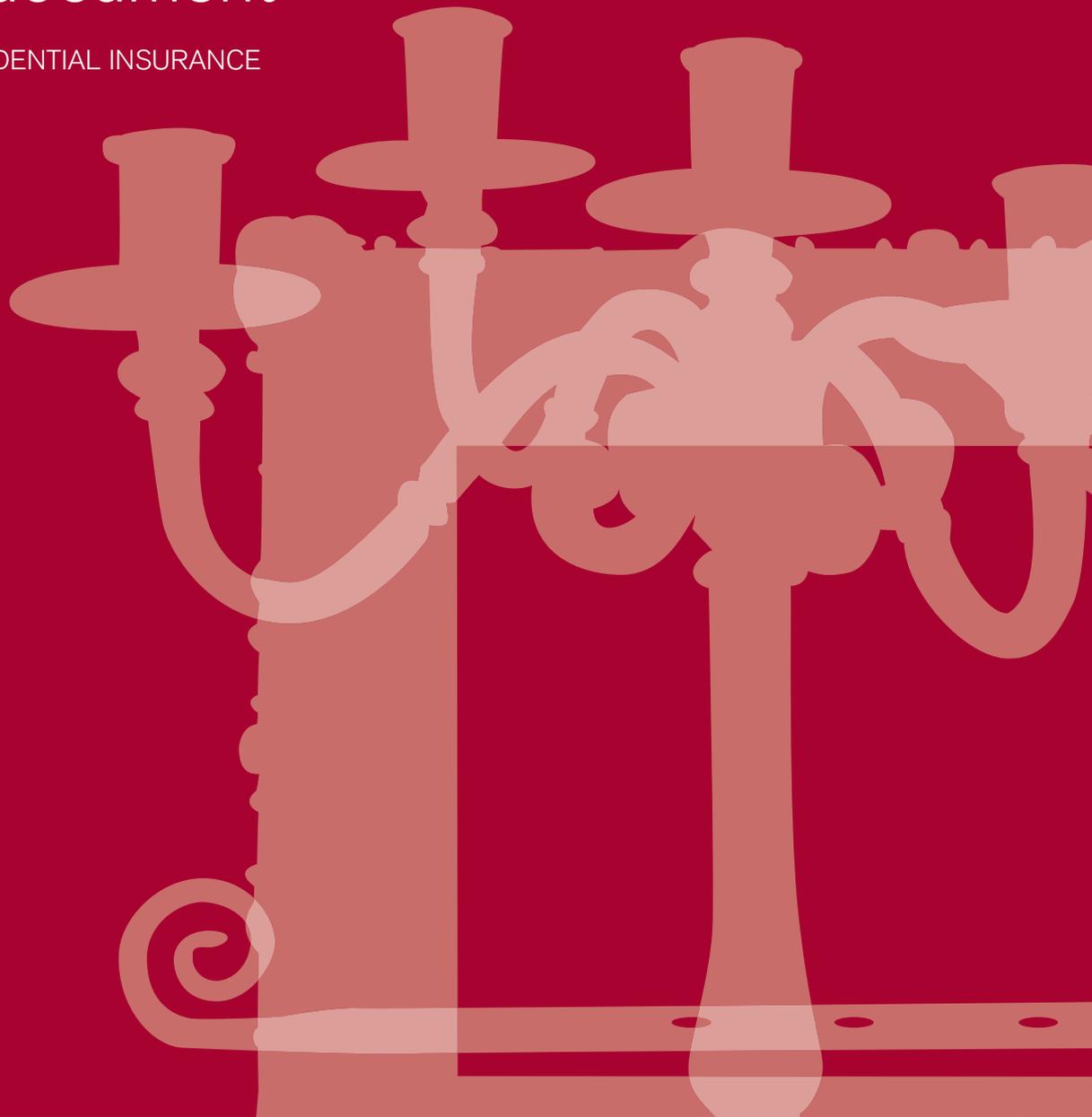


policy document

HERITAGE RESIDENTIAL INSURANCE



Version 4

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Please read this policy carefully to ensure it meets your requirements

Introduction

Thank you for choosing Ecclesiastical

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

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

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

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 please refer to our Privacy Policy at www.ecclesiastical.com/privacypolicy.

Claims service and contact numbers

(not forming part of the policy)

At Ecclesiastical, we like to keep claims simple.

When you claim, we'll look at your cover to see how we can best help you. We'll work swiftly, and deal with your claim fairly. If we can resolve your claim when you first contact us, we will. But if it's a little more complicated, we'll make sure you always know what's going on. We'll also give you direct access to the expert claims handler dealing with your claim, who will be able to make key decisions about your claim.

We'll take a proactive approach to protecting your interests against third party legal liability claims. And we'll always consult you before making any admission of liability.

Claims promise

Our claims promise

- We're here when you need to make a new claim – 24 hours a day, seven days a week
- You can claim by telephone, by email, by fax or online
- We'll respond to your claim within one working day of you making it
- We'll give you the name and direct contact details of the person who is handling your claim, so you always know who to talk to with any queries
- We'll pay your claim within four working days of agreeing the amount
- We'll make your claim as simple as we can

Making your claim

For all claims other than Legal expenses or Travel

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

Should an emergency occur where you require temporary repairs to prevent further damage to your property, we can put you in touch with a specialist tradesperson who will be able to assist you with the damage. This service is provided by Home Assistance UK (HAUK).

You are responsible for paying any costs that result from the use of this service which are not covered by your policy.

Call us on

0345 603 8381 (UK only)

+44 (0)1452 528 533 (outside UK)

(24 hours a day, seven days a week)

Claim online at

www.ecclesiastical.com

Email

claims@ecclesiastical.com

Fax

01452 380281

Legal expenses claims

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

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

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

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

0345 268 9124 (UK only)

+ 44 (0)1452 875 925 (outside of UK)

Open 24 hours a day, seven days a week.

Email

newclaims@das.co.uk

Travel claims

This cover only applies if shown on your policy schedule.

If there are any circumstances that may give rise to a claim under this section please contact us using the appropriate telephone number below.

If you wish to report a new claim or enquire about an existing claim, please quote the policy number stated in the policy schedule.

For 24 hour Emergency Assistance and pre-travel advice

Please phone the assistance company on

+44 (0) 1452 872 794 (available 24 hours a day, seven days a week)

Email

travelassist@ecclesiastical.com

For Legal expenses

Please phone DAS Legal Expenses Insurance Company Limited on

0345 268 9124 (UK only) available 24 hours a day, seven days a week

+ 44 (0)1452 875 925 (outside of UK)

For Personal liability, Baggage and Personal money claims

If your claim relates to your personal liability, baggage and personal money, this cover is provided under Section 2 Contents and Section 4 Liabilities.

Please phone us on

0345 603 8381 (UK only)

+44 (0)1452 528 533 (outside UK)

(available 24 hours a day, seven days a week)

For all other claims

This service is provided by a claims management company on behalf of Ecclesiastical Insurance Office plc. Please call

0345 606 1018 (UK only)

+44 (0)1452 872 701 (Outside of UK)

(available from Monday to Friday 9am to 5pm)

Email

travelclaims@ecclesiastical.com

Helplines

Emergency Glass Replacement

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

Telephone

0800 474747

DAS helplines

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

EuroLaw legal advice

Telephone

0345 268 9124 (UK only)

+44 (0)1452 875 925 (outside UK)

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

Tax advice

Telephone

0345 268 9124 (UK only)

+44 (0)1452 875 925 (outside UK)

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

Identity theft

Telephone

0345 268 9124 (UK only)

+44 (0)1452 875 925 (outside UK)

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

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

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

Health and medical information

Telephone

0345 268 9124 (UK only)

+44 (0)1452 875 925 (outside UK)

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

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

Counselling

Telephone

0345 266 9667 (UK only)

+44 (0)1452 875 927 (outside UK)

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

Additional Helplines

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

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

Please call the following number for all helpline assistance.

Telephone

0345 268 9124 (UK only)

+44 (0)1452 875 925 (outside UK)

Veterinary assistance

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

Childcare help

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

Home help

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

General information

Complaints procedure

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:

Ecclesiastical Insurance Office plc

Beaufort House

Brunswick Road

Gloucester

GL1 1JZ

Tel:

0345 777 3322

Fax:

0345 604 4486

Email

complaints@ecclesiastical.com

If you are not satisfied with the response please contact the Director of Group Internal Audit and Group Compliance using the contact details above.

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 within Ecclesiastical
- 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:

0800 023 4567 or 0300 123 9123

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

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

The Financial Services Compensation Scheme

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

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

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

General definitions

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

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

Agreed value

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

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

Archaeological rescue work

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

Art and antiques

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

Excluding **personal valuables**.

Asbestos

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

Buildings

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

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

Business

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

Business contents

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

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

Business money

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

Contents

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

- (a) **money**;
- (b) **motor vehicles**, caravans, aircraft, hovercraft and any accessory which is designed to be used with any of these;
- (c) trailers (other than trailers and non-motorised horseboxes up to 5 metres in length);
- (d) boats (other than rowing boats and dinghies up to 4 metres in length), including their accessories and sailboards;
- (e) any living creatures, trees, shrubs, plants or grass (except as provided for under Other covers 5 of the buildings section and Other covers 11 of the contents section);
- (f) documents and computer data (except as provided for under Other covers 8 of the contents section);
- (g) landlord's fixtures and fittings;
- (h) property insured separately or property specified separately elsewhere under this policy.

Depreciation

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

Denial of service attack

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

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

Employee(s)

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

Excess

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

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

Garden statuary

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

Geographical limits

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

Hacking

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

Incidental farming

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

Market value

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

Marquees

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

Money

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

Motor vehicle

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

Motor vehicle does **not** include:

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

Payment basis

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

Personal valuables

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

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.

Tenant's improvements

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

Terrorism

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

Unoccupied

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

Virus or similar mechanism

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

We, our, us

Ecclesiastical Insurance Office plc.

You, your

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

General conditions

1 Duty of care

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

2 Other insurances

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

3 More than one property

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

4 Changes to risk

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

5 Changes to premium

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

6 Cancelling the policy

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

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

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

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

(c) Our right to cancel

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

7 Making a claim

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

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

Riot

Tell **us** within seven days.

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

Tell the police immediately.

Legal liability for injury or damage

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

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

Legal expenses

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

Travel

You must place yourself under the care and follow the advice of a qualified medical practitioner in the event of bodily injury or sickness which may be the subject of a claim under this policy

You must give **us** reasonable notice before the interment or cremation or the holding of any inquest enquiry or proceeding concerning the death or disappearance of an **insured person**.

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

8 Rights and responsibilities

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

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

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

9 Third Parties

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

10 Fraudulent claims

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

11 Building works

You must provide **us** with full details of any conversions, renovations, extensions or other structural work to the **buildings** if the estimated cost exceeds £25,000. Once notified, **we** have the option to change the conditions of this policy.

If **you** fail to notify and provide **us** with full details at least 30 days before the work is due to start, **we** will not pay for any loss caused by or relating to the building works under **your** policy.

12 Misrepresentation

It is **your** duty to take reasonable care not to make a misrepresentation to **us** if **we** ask **you** a question in connection with **your** insurance or **we** ask **you** to confirm or amend details.

If **you** fail in this duty it may have adverse consequences on **your** insurance policy including, in the worst case scenario, refusing all claims, cancelling the policy from the beginning and retaining all premiums paid.

General exclusions

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

This policy does not cover

1 Radioactive contamination

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

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

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

2 War risks

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

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

3 Terrorism

Part A

Property

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

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

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

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

Part B

Third party liability

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

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

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

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

4 Uninsurable risks

We will not cover the following:

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

5 Pollution or contamination

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

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

6 Date recognition

(This exclusion does not apply to the Legal expenses or Travel sections where a separate exclusion applies)

We will not cover loss or damage to any

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

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

7 Indirect loss

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

8 Electronic risks

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

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

1 Buildings

(Your schedule will show if this section applies)

Making a claim

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

Call us on

0345 603 8381 (UK only)

+44 (0)1452 528 533 (outside UK)

(24 hours a day, seven days a week)

Claim online at

www.ecclesiastical.com

Email

claims@ecclesiastical.com

Fax

01452 380281

How we will pay your claim

Provided the work is carried out without delay **we** will pay the cost for **you** to either repair or rebuild as new the damaged part of the **buildings** using **reinstatement techniques and materials**. However, if **you** and **we** agree that it is not reasonable to repair the **buildings** using **reinstatement techniques and materials**, **we** will pay **you** an amount which we both agree is fair.

For **tenant's improvements** **we** will decide whether to replace or repair the damaged parts.

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

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

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

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

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

Payment basis

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

Standard Payment

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

Extended Payment

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

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

Index Linking

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

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

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

What is covered

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

Other Covers

This section also covers the following

1 Temporary accommodation and loss of rent

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

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

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

- (i) an emergency evacuation, or
- (ii) a neighbouring property being damaged by any loss or damage insured by this section,

we will pay the reasonable cost of **your** necessary alternative accommodation for up to 30 days.

We will pay under this cover an amount of up to 25% of the sum insured for **buildings**.

But subject to an overall maximum payment under this policy for Temporary accommodation and loss of rent of £500,000.

2 Archaeological costs

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

We will not pay for:

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

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

3 Damage to services

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

4 Locating a leak

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

5 Trees, plants and shrubs

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

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

6 Planning (Listed Buildings and Conservation Areas) Act 1990

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

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

7 Disability Alterations

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

8 Damage by Emergency Services

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

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

9 Selling your home

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

What is not covered

In addition to the general exclusions on pages 17 to 19, the following extra exclusions apply to this section:

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

2 Contents

(Your schedule will show if this section applies)

Making a claim

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

Call us on

0345 603 8381 (UK only)

+44 (0)1452 528 533 (outside UK)

(24 hours a day, seven days a week)

Claim online at

www.ecclesiastical.com

Email

claims@ecclesiastical.com

Fax

01452 380281

How we will pay your claim

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

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

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

Specific limits

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

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

Index Linking

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

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

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

What is covered

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

Other Covers

This section also covers the following:

1 Student contents away from the home

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

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

2 Contents in Care Homes

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

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

3 Temporary accommodation and loss of rent

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

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

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

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

We will pay under this cover an amount of up to 25% of the sum insured for **contents**.

But subject to an overall maximum payment under this policy for Temporary accommodation and loss of rent of £500,000.

4 Personal effects belonging to guests or domestic staff

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

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

5 Hired marquees

We will cover any physical loss or physical damage to a marquee which **you** have hired, situated at the **buildings** shown in the schedule, which happens during the hire period and for which **you** have accepted responsibility. This includes loss or damage to associated lighting, heating and furnishings belonging to the marquee owner and provided they are not insured elsewhere.

The most **we** will pay for any one claim is £30,000.

6 Locks and keys

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

7 Loss of oil, gas and water

We will pay for:

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

The most **we** will pay for each claim under paragraphs (a) and (b) is £25,000.

For paragraph (c) cover is restricted to £5,000.

8 Documents and data replacement

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

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

9 Fatal injury benefit

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

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

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

10 Credit cards and money

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

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

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

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

11 Trees, plants and shrubs

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

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

12 Freezer Contents

We pay the cost of replacing the contents of **your** freezer or fridge in **your** home following loss or damage caused by a rise in temperature, or contamination from refrigerant or refrigerant fumes, providing **you** have not failed to pay for **your** electricity or gas supply.

We will also pay the cost of hiring a temporary freezer or fridge if this is necessary.

Endorsement - Business cover

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

Business contents

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

Business money

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

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

We will not pay for:

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

Business interruption

Business interruption cover is included as follows:

a) Loss of income

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

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

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

b) Additional expenditure

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

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

c) Prevention of access

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

d) Loss of telephone, electricity, gas or water

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

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

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

We will not pay for:

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

e) Book debts

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

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

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

f) Professional accountants' charges

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

What is not covered

In addition to the general exclusions on pages 17 to 19, the following extra exclusions apply to this section.

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

3 Fine art and personal valuables

(Your schedule will show if this section applies)

Making a claim

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

Call us on

0345 603 8381 (UK only)

+44 (0)1452 528 533 (outside UK)

(24 hours a day, seven days a week)

Claim online at

www.ecclesiastical.com

Email

claims@ecclesiastical.com

Fax

01452 380281

How we will pay your claim

(a) Specific items

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

(b) Unspecified items

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

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

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

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

(c) Pairs and sets

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

(d) Recovered property

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

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

What is covered

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

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

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

Other Covers

This section also covers the following:

1 New acquisitions

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

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

2 Defective title

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

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

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

We will only pay under this extension if:

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

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

3 Restoration and repair

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

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

4 Emergency evacuation

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

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

What is not covered

In addition to the general exclusions on pages 17 to 19, the following extra exclusions apply to this section.

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

4 Liabilities

(This section automatically applies)

Making a claim

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

Call us on

0345 603 8381 (UK only)

+44 (0)1452 528 533 (outside UK)

(24 hours a day, seven days a week)

Claim online at

www.ecclesiastical.com

Email

claims@ecclesiastical.com

Fax

01452 380281

How we will pay your claim

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

What is covered

The following definitions apply to the Liabilities cover.

Event

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

Legal costs

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

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

1 Property owner's liability

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

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

Limit of indemnity

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

We will not pay for liability arising from:

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

2 Tenant's liability

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

3 Occupier's and personal liability

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

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

Limit of indemnity - inclusive of legal costs

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

We will not indemnify **you** against **your** legal liability to pay damages for accidental death, bodily injury or disease to persons or accidental physical damage to material property which happens in the United States of America or Canada if **you** have stayed in both or either of these countries for more than 90 days in any one period of insurance.

We will not pay for liability arising from:

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

4 Unpaid damages

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

This cover applies as long as:

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

5 Business Liability

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

Employers' liability

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

Limit of indemnity - inclusive of legal costs

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

£10,000,000 any other one **event**.

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

Public and products liability

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

Limit of indemnity - inclusive of legal costs

£5,000,000 any one **event**.

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

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

We will not pay for liability arising from:

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

Health and safety at work

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

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

We will not pay for liability arising:

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

Indemnity to directors and employees

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

5 Legal expenses

(This section automatically applies)

Making a claim

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

0345 268 9124 (UK only)

+44 (0)1452 875 925 (outside UK)

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

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

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

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

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

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

If there is a disagreement about the way DAS handle a claim, please refer to the complaints procedure on page 9 of this policy.

How we will pay your claim

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

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

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

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

What is covered

The following definitions apply to the Legal Expenses cover.

Appointed representative

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

Costs and expenses

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

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

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

- the time **you** are off work, including the time it takes to travel to and from the court or tribunal.
This will be calculated to the nearest half day assuming that a whole day is eight hours:
- if **you** work full time, the salary or wages for each day equals 1/250th of **your** yearly salary or wages;
- if **you** work part time, the salary or wages will be a proportion of **your** weekly salary or wages.

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

DAS

DAS Legal Expenses Insurance Company Limited.

Date of occurrence

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

Full enquiry

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

Identity Theft

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

Limit of cover

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

Territorial limits

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

1 Employment disputes

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

We will not pay for:

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

2 Contract disputes

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

Provided that:

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

We will not pay for:

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

3 Bodily injury

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

We will not pay for:

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

4 Clinical negligence

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

We will not pay for:

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

5 Property protection

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

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

We will not pay for:

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

6 Tax protection

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

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

We will not pay for:

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

7 Jury service and court attendance

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

- (a) to attend any court or tribunal at the request of the **appointed representative**; or
- (b) to perform jury service; or
- (c) to carry out activities specified in **your** identity theft action plan under insured incident 9 Identity Theft.

8 Legal Defence

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

We will not pay for:

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

9 Identity Theft

Identity theft support service

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

Legal costs

Following **your identity theft**:

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

Provided that

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

We will not pay for:

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

What is not covered

Any claim relating to the following:

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

Conditions

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

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

6 Trustees' indemnity

(This section automatically applies)

Making a claim

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

Call us on

0345 603 8381 (UK only)

+44 (0)1452 528 533 (outside UK)

(24 hours a day, seven days a week)

Claim online at

www.ecclesiastical.com

Email

claims@ecclesiastical.com

Fax

01452 380281

How we will pay your claim

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

What is covered

The following definitions apply to the Trustees' indemnity cover.

Charity

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

Charity money

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

Trustee

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

Wrongful act

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

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

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

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

Other covers

Fidelity Cover

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

(a) **charity money**;

(b) material property;

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

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

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

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

What is not covered

In addition to the general exclusions on pages 17 to 19, the following extra exclusions apply to this section:

We will not pay for liability arising from:

(a) bodily injury to any person;

(b) an agreement unless liability would have existed without the agreement;

(c) counselling, advice or professional services;

(d) anything which was done when known to be a **wrongful act** or ignoring that possibility;

(e) the consequences of any circumstances known to **you** at the commencement of this cover which may give rise to a claim;

(f) failure or omission to effect and maintain adequate insurance;

(g) infringement of intellectual property rights.

We will not pay for liability:

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

7 Travel

(Your schedule will show if this section applies)

Making a claim

If there are any circumstances that may give rise to a claim under this policy the **Insured person** (or his/her legal or personal representatives) must in respect of any claim, contact us using the appropriate telephone number below.

If you wish to report a new claim or enquire about an existing claim, please quote the policy number stated in the policy schedule.

Contact us as soon as practicable but in any event within 30 days of such circumstances arising (or within 30 days of returning from the **journey** if such circumstances arise during the **journey**) giving brief details of the circumstances and requesting a claim form.

For 24 hour Emergency Assistance

Please phone our 24 hour helpline provided by the assistance company on

+44 (0) 1452 872 794

Email: travelassist@ecclesiastical.com

For Legal expenses

Please phone DAS Legal Expenses Insurance Company Limited on

0345 268 9124 (UK only)

+44 (0)1452 875 925 (outside UK)

For Personal liability, Baggage and Personal money claims

This cover is provided under Section 2 Contents and Section 4 Liabilities. Please phone us on

0345 603 8381 (UK only)

+44 (0)1452 528 533 (outside UK)

New claims can be reported 24 hours a day, seven days a week. Claim updates can be requested during our office hours from Monday to Friday 8am to 6pm.

For all other claims

This service is provided by a claims management company on behalf of Ecclesiastical Insurance Office plc.

Please phone

0345 606 1018 (UK only available from Monday to Friday 9am to 5pm)

+44 (0)1452 872 701 (outside UK available from Monday to Friday 9am to 5pm)

Travel Information

Medical Screening

The Ecclesiastical Medical Screening line is provided by TAMIS.

It is a condition of your policy that you inform us of any of the following or any changes to the following for any person to be insured on this policy:

- Any heart condition any circulatory condition (problems with blood flow, including high blood pressure) or any breathing condition (including asthma)

- Any type of cancer
- Any renal condition
- Any joint or bone condition
- Any gastrointestinal (stomach) condition
- Diabetes
- Any psychiatric or mental condition
- Advised of a terminal prognosis
- Put on a hospital or specialists waiting list for treatment or investigation
- Non-routine consultation with hospital or General Practitioner (GP) within the last 12 months
- Change in medication or new medication being prescribed within the last 3 months
- Awaiting tests or test results
- Any other medical condition you have been diagnosed with, treated for or is being investigated within the last 12 months

Please note that if you wish to be covered for any medical conditions of a relative or close business colleague then you must make an additional disclosure to TAMIS as per the list above.

Telephone

0345 604 2940

TAMIS will handle all enquiries confidentially on our behalf. You will be advised if we can provide cover on existing terms, and if not, the alternatives that apply. See Condition 3 under the Travel section for further details.

TAMIS will provide you with a Medical Referral reference. Please forward a copy of this to your broker and keep a copy with your policy documents in case of a claim.

Foreign and Commonwealth Office

You must observe travel advice provided by the Foreign and Commonwealth Office (FCO). No cover is provided under this section of the policy in respect of travel to a destination to which the FCO has advised against all or all but essential travel before the journey commences.

If the status of the country you are travelling to changes during the period of insurance, please contact us and we will advise you if we can continue to provide cover, and if not, the alternatives that apply.

Travel advice can be obtained from the FCO by visiting their website at www.fco.gov.uk

Leisure holiday activities

Please find listed below the type of leisure holiday activity covered under your policy.

Please refer to the general exclusions for activities that we will not cover under your policy.

- Abseiling, angling, aerial safaris, American football, archery which is properly supervised,
- badminton, banana boating, baseball, basketball, beach games, bungee jumping (through a licensed tour operator) bobsleighting, bowls, clay pigeon shooting carried out under supervision,
- cricket, croquet, cross country skiing on recognised paths, curling, cycling (excluding BMX stunt riding), deep sea fishing, fencing, fell running, fell walking, amateur football, gliding, go karting, golf, non-competitive gymnastics,
- hang gliding, high diving from a purpose built diving board over a man made pool, hiking on established or documented paths, tracks or mapped routes, hockey, hot air ballooning, horse riding if protective headgear is worn (excluding jumping trials, hunting, show jumping and competitive riding),
- ice skating, ice hockey on an indoor ice rink, jet boating, jet skiing, jet boating, marathon running, mountain biking if protective headgear is worn, netball, off piste skiing (in areas considered safe by the ski resort management),

- paragliding, parasailing if towed by boat, parachuting (maximum height for jump 10,000 feet),
- polo, pony trekking if protective headgear is worn, river canoeing, kayaking and rafting in calm water not sea or white water above grade 3,
- rambling, roller blading, rounders, rowing, rugby, safaris provided that the Insured person will not be using a firearm, sail boarding, sailing and yachting on inshore/coastal waters –within 12 miles of coastline,
- scuba diving up to a depth of 30 metres maximum (as long as PADI qualified or equivalent to that depth), sand surfing, sand safaris, skating, ski boarding, skin diving, sledging, snorkelling, snowboarding, snow shoeing, snow skiing, and snow mobiling,
- squash, surfing, swimming,
- table tennis, ten pin bowling, tennis, trekking on established or documented paths, tracks or mapped routes, tug-of-war,
- underground activities as part of an organised excursion or tour, via-ferrata, volleyball, war games, water polo, water skiing (excluding jumping), weightlifting and wind surfing.

How we will pay your claim

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

What is covered

The following definitions apply to the Travel cover section

Assistance company

means the assistance company **we** have appointed to handle emergency travel assistance

+44 (0) 1452 872 794

Claims handler

means the company **we** have appointed to handle all claims other than personal liability, baggage, personal money and legal expenses

0345 606 1018 (UK only)

+44 (0) 1452 872 701 (outside of UK)

Close business colleague

means a person employed by the same company as the **Insured person** and in whose absence from the business it will be essential that the **Insured person** be present in their place.

Curtailment, curtailed

means returning to the **Insured person's** home or place of business in the **United Kingdom** or the Channel Islands prior to the scheduled date of return from the **journey**.

Date of issue

means the date this policy was issued as shown in the policy schedule.

Excess

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

Insured person(s)

means each person stated in the policy schedule as being insured (provided that such person is a resident of the ***United Kingdom*** or the Channel Islands with an address in the ***United Kingdom*** or the Channel Islands).

Journey(s)

means any pre-booked trip of up to 90 days duration for ***Insured person(s)*** aged up to 75 years at ***date of issue*** for social, domestic, pleasure, educational or commercial business purposes commencing from and returning to the ***Insured person's*** home or place of business within the ***United Kingdom*** or the Channel Islands.

Trips to the United States of America or Canada are only covered for up to 90 days in total during the ***period of insurance***.

Loss of limb(s)

means total permanent and irrecoverable loss of use by physical separation or otherwise of one or both hands at or above the wrist joint and/or one or both feet at or above the ankle.

Loss of sight

means total permanent and irrecoverable loss of sight.

Operative time of cover

means

1. The cancellation insurance provided under Cover 2 – Cancellation or curtailment is effective from the date of booking a ***journey*** or the date of commencement of the ***period of insurance*** (whichever is the later) and terminates when during the ***period of insurance*** the ***Insured person*** leaves his/her home or place of business (whichever is left last) within the ***United Kingdom*** or the Channel Islands to commence such ***journey*** or upon expiry of the ***period of insurance*** (whichever is the earlier).
2. The ***curtailment*** insurance provided under Cover 2 – Cancellation or curtailment and the insurance provided under all other applicable Covers of this section commences when during the ***period of insurance*** the ***Insured person*** leaves his/her home or place of business (whichever is left last) in the ***United Kingdom*** or the Channel Islands to commence a ***journey*** and terminates upon:
 - (a) the ***Insured person's*** direct return to such home or place of business (whichever is reached first) at the end of such ***journey***
 - or
 - (b) expiry of the ***period of insurance***whichever is the earlier.

Period of insurance

means the period shown in the policy schedule. This is automatically extended for up to 30 days in the event that completion of the ***journey*** is delayed due to any circumstances beyond the ***Insured person's*** control provided that the ***Insured person*** is not being detained by the police or any other lawful authority for any criminal act or breach of any law or enactment and provided that the ***Insured person*** makes all reasonable efforts to complete the ***journey*** as soon as possible after the original scheduled completion date of the ***journey***.

Permanent total disablement

means total and permanent disablement which prevents the ***Insured person*** from engaging in or giving attention to any business or occupation of any and every kind having lasted for 12 consecutive months from the date of the accident and having been proved to our satisfaction to be beyond the hope of improvement.

Relative

means spouse, fiancé(e), civil partner, partner, parent, step-parent, parent-in-law, grandparent, child, step-child, son-in-law, daughter-in-law, grandchild, step-grandchild, brother, sister, step-brother, stepsister, brother-in-law, sister-in-law of the **Insured person** or of the person with whom the **Insured person** is travelling or had arranged to stay.

United Kingdom

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

1 Medical and other expenses

We will pay:

1. up to £10,000,000 in total in respect of:
 - (a) medical, hospital and treatment expenses (including the cost of emergency dental treatment for the immediate relief of pain only), ambulance charges, cost of rescue services, reasonable accommodation and/or travelling and/or repatriation expenses to the **United Kingdom** or the Channel Islands (including such reasonable and necessary additional accommodation and travelling expenses including those of two people required on medical advice to stay or travel with the **Insured person** or if **you** are a child and require an escort) necessarily and reasonably incurred outside the **United Kingdom** or the Channel Islands on medical advice as a direct result of the **Insured person** sustaining accidental bodily injury or suffering the onset of illness during the **operative time of cover**;
 - (b) reasonable additional hotel and travel costs incurred in the event of the necessary repatriation of the **Insured person** to his/her home or place of business within the **United Kingdom** or the Channel Islands as a result of the sudden and unexpected death, serious injury or serious illness occurring during the **operative time of cover** of the **Insured person's relative** or **close business colleague**.
2. the reasonable charges in the event of death occurring outside of the **Insured person's** country of domicile during the **operative time of cover** of:
 - (a) burial or cremation of the **Insured person** in the locality where death occurs; or
 - (b) transporting the **Insured person's** remains or ashes to his/her country of domicile (excluding funeral or interment costs)
 subject to **our** prior approval.

Provided that:

1. this cover shall apply only in respect of **journeys** outside the **United Kingdom** except in respect of residents of the Channel Islands where this cover will apply within the **United Kingdom**;
2. the amount payable shall not exceed the amounts stated or £10,000,000 in total and shall only be in respect of costs incurred within 12 months of the date of the incident giving rise to the claim;
3. **we** reserve the right to repatriate to the **United Kingdom** or the Channel Islands when in the opinion of **our** medical advisers the **Insured person** is fit to travel;
4. the **assistance company** is notified:
 - (i) prior to the **Insured person** being admitted as an inpatient to any hospital, clinic or nursing home. If this is not possible because of the seriousness of the condition then **you** must contact the **assistance company** as soon as possible after being admitted;
 - (ii) prior to any repatriation arrangements being made;
 - (iii) in the event of the death of the **Insured person** – prior to burial, cremation or transportation of the **Insured person's** remains to the **United Kingdom** or the Channel Islands.
 and has authorised any costs to be incurred.

Reciprocal Health Agreement

It is strongly recommended that if you are travelling to a country in the European Economic Area (EEA) or Switzerland you obtain a European Health Insurance Card (EHIC) - see www.gov.uk/european-health-insurance-card or phone 0300 330 1350. This EHIC entitles you to benefit from the reciprocal health agreements which exist between EEA countries.

The United Kingdom has reciprocal health arrangements with certain other countries.

Visit www.dh.gov.uk/travellers for a list of those countries in which you may be entitled to free treatment or treatment at reduced cost.

Excess

This insurance does not cover the first £50 per **Insured person** in respect of each separate incident giving rise to a claim hereunder except where medical expenses have been reduced by the use of an EHIC or contribution from the **Insured person's** private health insurance in which case provided that liability has been accepted by **us** for such reduced medical expenses the **excess** will be reduced by the amount of such reduction or contribution up to a maximum reduction of £50 per **Insured person**.

2 Cancellation or curtailment

We will pay up to £15,000 per **insured person** in respect of the otherwise irrecoverable loss of deposits, instalments and balances paid or contracted to be paid by the **Insured person** for the **journey** in respect of travel and accommodation booked prior to the scheduled date of departure of such **journey** and incurred as a result of the **necessary** and unavoidable cancellation or **curtailment** of such **journey** during the **operative time of cover** due to:

1. the death, serious injury or serious illness occurring or manifesting itself during the **operative time of cover** of the:
 - (a) **Insured person**; or
 - (b) person with whom the **Insured person** is travelling or had arranged to stay; or
 - (c) **relative** or **close business colleague** of the **Insured person** or of the person with whom the **Insured person** is travelling or had arranged to stay;

No cover will apply under this event in respect of death, injury or illness of any persons not specifically mentioned under 1 (a), (b) or (c),

2. the cancellation or delayed departure for 24 hours or more of the scheduled transport on which the **Insured person** is booked to travel because of strike, industrial action, riot or civil commotion, adverse weather conditions or mechanical breakdown;
3. the **Insured person** or person with whom he/she had arranged to travel or stay being summoned for jury service, subpoenaed as a witness at a court of law, involuntarily made redundant from permanent employment and entitled to payment under the current redundancy payments law or compulsorily quarantined during the **operative time of cover**;
4. the **Insured person's** home within the **United Kingdom** or the Channel Islands or the home within the **United Kingdom** or the Channel Islands of any person with whom the **Insured person** is travelling being rendered uninhabitable by fire, storm or flood up to 14 days before the departure date;
5. the presence of the **Insured person** or travelling companion being required by the police following burglary at his/her home or normal place of business in the **United Kingdom** or the Channel Islands provided that at the time of effecting this insurance or booking the **journey** the **Insured person** was not aware of any reason why such **journey** may have to be cancelled or **curtailed**.

Provided that

1. For cancellation claims – notification of cancellation of the **journey** must be given:
 - (a) verbally or in writing to the **claims handler**;
 - (b) in writing to the tour operator or travel agent or in respect of **journeys** not arranged via a tour operator or travel agent to the accommodation and transport providers immediately the circumstances giving rise to the claim occur.
2. For **curtailment** claims – notification of **curtailment** of the **journey** must be given to the **assistance company** prior to departing to return home.

3 Travel delay

If as a result of

1. strike,
2. industrial action,
3. riot or civil commotion,
4. adverse weather conditions or
5. mechanical breakdown

the departure of any coach, train, sea vessel or aircraft in which the **Insured person** is booked to travel during the **operative time of cover** is delayed, **we** will pay the **Insured person**:

£50 per for the first 4 hours delay in any single leg of the **journey**;

£100 for between 12 and 24 hours delay;

£200 in excess of 24 hours delay.

Provided that the **Insured person** checks in at the international coach terminal, rail terminal, port or airport according to the official itinerary supplied and obtains written confirmation from the carriers (or their handling agents) of the number of hours delay in departure of the coach, train, sea vessel or aircraft in which the **Insured person** was booked to travel and the reason for such delay.

4 Missed departure

We will pay the **insured person** up to £1,000 in respect of reasonable additional and otherwise irrecoverable travel and accommodation expenses which the **Insured person** necessarily and reasonably incurs during the **operative time of cover** to purchase a ticket for an alternative **journey** to reach his/her overseas destination or return from his/her overseas destination to the **United Kingdom** or the Channel Islands as a consequence of:

1. mechanical breakdown or strike, riot, civil commotion, industrial action or adverse weather conditions commencing during the **period of insurance** and causing interruption of scheduled public transport services provided that no warning of such strike, riot, civil commotion, industrial action or adverse weather conditions had been given prior to booking the **journey** or commencement of the **period of insurance** (whichever is the later);
2. accident or mechanical failure of the private motor vehicle in which the **Insured person** is travelling provided that the private motor vehicle has been serviced in accordance with the manufacturer's recommendations;
3. occurring during the **operative time of cover** and which causes the **Insured person** to arrive at the coach terminal rail terminal port or airport too late to board the coach, train, sea vessel or aircraft upon which he/she had been booked to travel on his/her:

(a) final international departure on the outbound **journey** from the **United Kingdom** or the Channel Islands;

(b) final international departure on the return **journey** to the **United Kingdom** or the Channel Islands.

Provided that the **Insured person** checks in at the coach terminal, rail terminal, port or airport according to the official itinerary supplied and obtains:

- (a) written confirmation from the carriers (or their handling agents) of the number of hours delay and the reason for such delay;
- (b) a repairer's report in the event of a claim in respect of accident, damage to or breakdown of the private motor vehicle in which the **Insured person** was travelling.

5 Hospitalisation

We will pay the **Insured person** £50 for each full period of 24 hours during the **operative time of cover** that he/she: spends in hospital provided that **we** have accepted liability under Section 1 – Medical and other expenses subject to a maximum overall benefit of £1,000.

Provided that **you** provide the **claims handler** within 30 days of returning from the **journey** with the appropriate medical schedule.

6 Hijack and kidnap benefit

We will pay to the **Insured person** £500 for each full period of 24 hours during the **operative time of cover** that he/she: is unlawfully detained against his/her will (whether hijacked, kidnapped or otherwise) by any person or persons not known to him/her provided that such detention begins during the **period of insurance** subject to a maximum overall benefit of £5,000.

Provided that **you** provide the **claims handler** within 30 days of returning from the **journey** with the appropriate police report/written evidence.

7 Personal accident

We will pay to the **Insured person** £50,000 if during the **operative time of cover** the **Insured person** sustains accidental bodily injury by violent external and visible means (including unavoidable exposure to the natural elements) which independently of any other cause results within 12 months from the date of such bodily injury in the death, **loss of limb**, **loss of sight** in one or both eyes or **permanent total disablement** of the **Insured person**.

We shall not pay more than one benefit in connection with the same accident.

For any **Insured person** under the age of 16 years at the time of bodily injury in the event of death the most **we** will pay is £7,500.

8 Loss of passport

We will pay up to £1,000 in total for the replacement cost of passport plus reasonable additional accommodation and travel expenses incurred only by the **Insured person** as a result of the loss of his/her passport occurring whilst outside the **United Kingdom** or the Channel Islands during the **operative time of cover**.

Provided that:

1. upon discovery notification within 24 hours of discovery must be given to the nearest British Consulate or if not holding a British passport to the **Insured person's** nearest Embassy and a written report of the loss obtained from them;
2. when not being carried by the **Insured person** the passport must be kept in a safe or safety deposit box if one is available within the booked accommodation occupied by the **Insured person**.

9 Temporary loss of baggage

We will pay up to £300 for the emergency purchase or hiring of essential clothing and toiletry articles if during the **operative time of cover** the **Insured person** is deprived of his/her **personal baggage** for 8 hours or more.

Provided that the non-arrival of the **Insured person's** baggage is reported immediately to the carrier and a written report (or in the case of an airline a Property Irregularity Report) obtained from them. All receipts for items purchased must be sent to the **claims handler**.

10 Catastrophe

We will pay up to £1,000 for reasonable additional and otherwise irrecoverable accommodation expenses incurred by the **Insured person** as a result of being forced to move from the accommodation booked in advance for the **journey** following an emergency or a government, provincial government, municipal or local declaration of such emergency occurring during the **operative time of cover**.

11 Winter sports

Ski equipment hire charges

We will pay £50 per day subject to a limit of £750 to the **Insured person** in respect of the reasonable and necessary charges for the emergency hire of **ski equipment** if during the **operative time of cover** the **Insured person** is deprived of the **ski equipment** taken on the **journey** for 8 hours or more from the time of arrival at the booked destination on the outward leg of the **journey** due to delay or misdirection by the carrier (e.g. airline).

Provided that the non-arrival of the **Insured person's ski equipment** is reported immediately to the carrier and a written report (or in the case of an airline a Property Irregularity Report) obtained from them.

All receipts for items purchased must be sent to the **claims handler**.

Piste closure

IMPORTANT this cover is only valid for **journeys** during the resort peak ski season.

We will pay £50 per day subject to a limit of £750 to the **Insured person** if during the **operative time of cover** it is not possible for the **Insured person** to ski in the resort to which he/she had pre-booked to travel and in which he/she had intended to ski due to the total closure of all on piste skiing facilities solely and directly as a result of lack of snow or excessive snow or avalanche or threat of avalanche.

Provided that **you** provide the **claims handler** within 30 days of returning from the **journey** with written confirmation from the tour operator's representative (or if unavailable – the ski lift operators) of the dates of closure and reason for closure of such on piste skiing facilities.

Unused ski pack

We will pay £250 per week subject to a limit of £1,000 to the **Insured person** in respect of the cost of the lift pass, ski-school or **ski equipment** hire as a direct result of the **Insured person** sustaining accidental bodily injury or suffering the onset of illness during the **operative time of cover** which prevents him/her from using skiing facilities whilst certified medically unfit to do so.

Provided that **we** have accepted liability under Cover 1 Medical and other expenses of this section for the medical, hospital or treatment costs or expenses incurred in respect of such injury or illness.

What is not covered

In addition to the general exclusions on page 17 to 19, the following extra exclusions apply to this section:

1. **We** will not pay for:
 - (a) the **excess**;
 - (b) any person aged 76 years or over at the **date of issue**;
 - (c) loss, damage, bodily injury, death, disease, illness, liability costs or expenses arising out of or in connection with any wilful, malicious or criminal act of the **Insured person** or breach of any law or enactment by the **Insured person**;
 - (d) any claim caused by or arising from:
 - (i) pregnancy or childbirth in respect of any **journey** starting and/or finishing within 12 weeks of the expected date of birth;
 - (ii) wilfully self inflicted illness or injury, the abuse of alcohol, drug addiction, the influence of drugs (except drugs taken in accordance with treatment prescribed and directed by a registered medical practitioner other than for drug addiction), solvent abuse, sexually transmitted diseases, travel contrary to medical advice or where the purpose of travelling is to obtain medical treatment or advice;
 - (iii) mental illness, anxiety or depression;
 - (e) loss, damage, bodily injury, death, disease, illness, liability costs or expenses attributable directly or indirectly to Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivatives or variations thereof;
 - (f) death, injury, illness or disablement directly or indirectly resulting from or consequent upon the **Insured person's** own suicide or attempted suicide or deliberate exposure to danger (except in an attempt to save human life) or the **Insured person's** own criminal act;
 - (g) an **insured person** engaging in military naval or air services or operations (other than reserve or volunteer training as a member of one of the officially recognised United Kingdom volunteer reserve forces);
 - (h) any claim directly or indirectly caused by, contributed to or arising from a **journey** to a destination where the Foreign and Commonwealth Office has advised against all travel or all but essential travel before the **journey** commences.
2. Any claim:
 - (a) arising if at the time of purchasing this insurance the **Insured person** or travelling companion is aware of any circumstances which could reasonably be expected to give rise to a claim under this insurance unless agreed in writing by **us**;
 - (b) if the **Insured person** travels against medical advice;
 - (c) for elective medical or dental treatment or exploratory tests;
 - (d) for dental work involving precious material;
 - (e) for treatment which in the opinion of a medical or dental practitioner could reasonably be delayed until the return of the **Insured person** to the **United Kingdom** or the Channel Islands;
 - (f) for medical, hospital or treatment expenses which the **Insured person** knows at the time of departure on the **journey** will be required or required to be continued during the course of such **journey**;
 - (g) for charges levied for services rendered or treatment received after 12 months from the date of any incident giving rise to a claim.
3. The following costs and expenses unless they have been authorised by the **assistance company**;
 - (a) inpatient, hospital, clinic or nursing home expenses;
 - (b) repatriation transportation or additional hotel or travel costs and expenses;
 - (c) burial or cremation costs outside the **United Kingdom** or the Channel Islands;
 - (d) charges levied for services rendered or treatment received in the **United Kingdom** or the Channel Islands;
 - (e) **curtailment** not notified to and authorised by the **assistance company**.

4. The disinclination to travel of the **insured person** or any person with whom he/she is travelling.
5. Any trip within the **United Kingdom** unless the **insured person** has pre-booked accommodation or travel and the trip is for a minimum of 2 nights.
6. Any expenses incurred which arise directly or indirectly from or in connection with or is aggravated by:
 - (a) work related upper limb disorder or anything that happens gradually;
 - (b) any psychological nervous emotional or behavioural condition stress depression or mental illness or any condition related thereto.
7. This insurance does not apply whilst the **Insured person** is engaging in:
 - (a) air travel other than as a passenger in a licensed aircraft being operated by a licensed commercial air carrier;
 - (b) hunting diving potholing caving mountaineering (ordinarily necessitating the use of ropes or guides) speed or time trials or racing of any kind other than on foot.
8. **We** shall not be liable for any claim caused by or arising from the failure of any computer hardware or software or other electrical equipment to recognise or process any date as the true calendar date. This exclusion does not apply to Cover 1 – Medical and Other Expenses or Cover 7 – Personal accident.
9. **We** shall not be liable for any claims arising directly or indirectly for **journeys** that are expected to exceed 90 days duration unless declared to and accepted in writing by **us**.
10. **We** will not cover any claim for medical expenses, cancellation or **curtailment** arising out of a pre-existing medical condition or change in health of an **Insured person, relative** or **close business colleague** unless declared to and accepted in writing by **us**.

Conditions

1 Precautions

The **Insured person** must take all reasonable care:

- (a) to avoid and prevent bodily injury and sickness;
- (b) not book or undertake the **journey** against medical advice or if he/she has any reason to believe that such **journey** may have to be cancelled or **curtailed**.

2 Our rights in the event of a claim

The **claims handler** shall be entitled but not bound to take over and conduct in the name of the **Insured person** the defence or settlement of any claim or to prosecute in the name of the **Insured person** for **our** own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim.

3 Changes to medical conditions

It is a requirement of this insurance that if between the date of purchasing this insurance and the date of the **journey** the **Insured person** is first diagnosed as having any of the following medical conditions, the **Insured person** must give details of the condition by calling the Ecclesiastical medical screening line on 0345 604 2940

- Any heart condition any circulatory condition (problems with blood flow, including high blood pressure) or any breathing condition (including asthma)
- Any type of cancer
- Any renal condition
- Any joint or bone condition
- Any gastrointestinal (stomach) condition
- Diabetes
- Any psychiatric or mental condition
- Advised of a terminal prognosis
- Put on a hospital or specialists waiting list for treatment or investigation
- Non-routine consultation with hospital or General Practitioner (GP) within the last 12 months
- Change in medication or new medication being prescribed within the last 3 months
- Awaiting tests or test results
- Any other medical condition you have been diagnosed with, treated for or is being investigated within the last 12 months

You will be advised of one of the following outcomes:

- (a) Cover will continue on **your** existing terms or an additional **excess** will apply.
- (b) **We** cannot continue to provide cover and **you** may select from one of the three options below:
 - (i) **You** can cancel **your** holiday and claim for cancellation under this section.
 - (ii) If **you** are able to find alternative insurance, **we** will pay the premium for the alternative insurance provided that it is no more than what **we** would have paid under (i) above. The cover provided under this section will then cease.
 - (iii) **You** can cancel this section and receive a pro-rata refund of the associated premium.

Failure to disclose a medical condition may be a bar to any claim.

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.org.uk/register

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



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