

Parish Plus

Put your faith in us

POLICY DOCUMENT



Contents

Introduction	
– Policy information	3
– Fundraising events and special activities	3
– How we use your data	3
– Useful information and telephone numbers	4
– Helpline services	6
– Information services	7
<hr/>	
General definitions	8
<hr/>	
Insuring clause	9
<hr/>	
General exclusions	10
<hr/>	
General conditions	12
<hr/>	
Claims conditions	15
<hr/>	
Sections of the policy	
(See the schedule to see which are in force)	
Section 1 – Property damage	16
<hr/>	
Section 2 – Fine art and collections	35
<hr/>	
Section 3 – Loss of income	42
<hr/>	
Section 4 – Money	51
<hr/>	
Section 5 – Terrorism	54
<hr/>	
Section 6 – Theft by officials	59
<hr/>	
Section 7 – Liabilities	62
<hr/>	
Section 8 – Legal expenses	83
<hr/>	
Section 9 – Personal accident	96
<hr/>	
General information	
<hr/>	
– Complaint handling procedures	99
<hr/>	
– The Financial Services Compensation Scheme (FSCS)	99
<hr/>	

Introduction

Thank you for choosing Ecclesiastical

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

Policy information

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

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

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

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

If your needs change, please tell us.

Fund raising events and special activities

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

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

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

www.ecclesiastical.com/madesimple

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

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

www.ecclesiastical.com/madesimple

How we use your data

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

Ecclesiastical Insurance Office plc ("**we**", "**us**", "**our**") is the data controller in respect of any personal data which you provide to us or which we hold about you and any personal data which is processed in connection with the services we provide to you.

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

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

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

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

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

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

Fraud Prevention

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

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

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

Further Information

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

Useful information and telephone numbers

Claims enquiries

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

For claims other than legal expenses claims call:

0345 603 8381

or, if calling from abroad,

+ 44 (0) 1452 872 701

For legal expenses claims call:

DAS Legal Expenses Insurance Company Limited

0345 266 0029

or, if calling from abroad,

+44 (0) 1452 875 928

For all claims

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

Other enquiries

Please call

0345 777 3322

Monday to Friday 8am to 6pm

Email churches@ecclesiastical.com

Church Matters Website

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

Church Insurance Made Simple

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

Helpline services

The following are provided by DAS Law Limited and/or a preferred law firm on behalf of DAS Legal Expenses Insurance Company Limited (DAS).

You can contact DAS' UK-based call centre 24 hours a day, seven days a week. However, they may need to arrange to call you back depending on the enquiry. To help them check and improve their service standards, DAS may record all inbound and outbound calls, except those to the counselling service. When phoning, please quote your policy number shown on your policy schedule.

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

Legal advice service

DAS can provide legal advice on any commercial legal problem affecting the business, under the laws of any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway. Wherever possible the Legal Advice helpline aims to provide immediate advice from a qualified legal advisor. However if this is not possible DAS will arrange a call back at a time to suit you.

DAS' legal advisors provide advice on the laws of England and Wales 24 hours a day, 7 days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of very specialist matters, DAS will refer you to one of their specialist advisors. This will include European law and certain areas of law for Scotland and Northern Ireland.

Specialist advice is provided 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, DAS will call you back.

Telephone

0345 266 0029

or, if calling from abroad,

+44 (0) 1452 875 928

Tax advice (commercial)

DAS can provide confidential advice over the phone on any tax matters affecting the business, under the laws of the United Kingdom.

Tax advice is provided by tax advisors 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, DAS will call you back.

Telephone

0345 266 0029

Counselling

DAS can provide your employees (including any members of their immediate family who permanently live with them) with a confidential counselling service over the phone, if they are aged 18 or over (or aged between 16 and 18 and in full-time employment), including, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by DAS.

The counselling service helpline is open 24 hours a day, seven days a week.

Telephone

0345 266 0119

Information services

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

Employment manual

The DAS Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit **www.das.co.uk** and select Employment Manual. All the sections of this web-based document can be printed off for your own use. Contact DAS at **employmentmanual@das.co.uk** with your email address, quoting your Ecclesiastical policy number prefixed with 'EIG', and they will contact you by email to inform you of future updates to the information.

DAS businesslaw

Using **www.dasbusinesslaw.co.uk** you can create ready-to-sign contracts, agreements and letters in minutes. Developed by solicitors and tailored by you using DAS' smart document builders. You can also buy legal documents from the site, ranging from simple debt recovery letters to employment contracts.

The service also provides useful tools, articles and information on matters such as new legislation, employment issues, property law and taxation all regularly updated by legal experts to help you keep your business one step ahead. To access DAS businesslaw, you will need to register at **www.dasbusinesslaw.co.uk**. When asked for your policy number, please insert your Ecclesiastical policy number prefixed with 'EIG' and the password is **DAS472301**

If you experience any problems accessing the service, please email details of your problem to **businesslaw@das.co.uk** with your policy number in the subject box.

General definitions

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

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

Authorised volunteers

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

Church council

means the Parochial Church Council or Vestry.

Company / we / our / us

means Ecclesiastical Insurance Office plc.

Condition precedent to liability

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

Damage

means physical loss, destruction or damage.

Excess

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

Geographical limits

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

Insured / you / your

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

Money

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

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

Personal effects

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

Personal effects does not include:

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

Premises

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

Unused

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

Vermin

means any wild animals, birds and insects (whether they have protected status or not) that are known to cause **damage** or carry disease.

Insuring clause

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

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

General exclusions

This policy does not cover

1 Other insurances

Property more specifically insured under another policy.

2 Radioactive contamination

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

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

Part (d) does not extend to radioactive isotopes other than nuclear fuel or nuclear waste when such isotopes are on the property insured and are being prepared, stored or used in the normal course of operations by **you** for commercial, agricultural, medical, scientific or other similar peaceful purposes for which they were intended.

- (e) any chemical, biological, bio-chemical or electromagnetic weapon.

However this exclusion does not apply to losses arising from naturally occurring radioactive gases released from the earth such as Radon.

This exclusion does not apply to

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

3 War risks

Any liability or **damage** directly or indirectly occasioned by or happening through war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil commotion assuming proportions of or amounting to a popular rising, civil war, military rising, mutiny, rebellion, revolution, insurrection, military or usurped power,

martial war or confiscation or destruction or requisition by order of the Government or any public authority.

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

4 Date recognition

Definitions specific to this exclusion

Computer

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

Defined peril

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

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

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

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

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

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

5 Terrorism

Definitions specific to this exclusion

In respect of

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

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

(b) all other instances

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

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

This insurance also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any **act of terrorism**.

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

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

General conditions

1 Policy voidable

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

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

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

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

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

2 Reasonable care

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

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

3 Unused buildings

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

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

- (a) cancel the policy in accordance with the Cancellation condition;
- (b) cancel the cover for any affected buildings;
- (c) amend the terms and conditions that apply to such buildings and charge an additional premium.

4 Alteration of risk

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

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

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

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

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

5 Multiple insurances

All sections except those detailed separately below

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

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

Liabilities and Money sections

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

Personal accident section

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

6 Fraudulent claims

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

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

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

7 Arbitration

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

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

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

8 Cancellation

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

9 Long Term Undertaking and Rate Stability Agreement

Definition specific to this condition

Period of Agreement

means the period for which this Agreement applies in accordance with the Length of Agreement and Expiry date stated in **your** schedule.

For those sections stated in **your** schedule as being subject to this Agreement, in consideration of **us**

- (i) allowing a discount as specified in **your** schedule off the premium; and
- (ii) calculating the premium at each renewal date at the rates applying at the expiry of the period of insurance **you** agree to offer annually for the **Period of Agreement** the insurance by those sections on the cover, terms and conditions in force at the expiry of each period of insurance.

It is understood that

- (a) if **we** make any changes to the rates, cover, terms and conditions of this policy and such changes, in **our** opinion, constitute an overall improvement to the rates, cover, terms and conditions, this Agreement is unaffected;
- (b) the loss limits, sums insured or limits of indemnity may be reduced at any time to correspond with any reduction in values.

We reserve the right to alter the rates in such circumstances to appropriately reflect such changes;

- (c) other than the circumstances described in (a) and (b), **we** may only adjust the rates, cover, terms or conditions to appropriately reflect
 - (i) changes in **your** activities;
 - (ii) any alteration which materially increase the risk of injury or **damage** for which indemnity is provided by this policy;
 - (iii) material change in legislation or the interpretation of any legislation by any court, tribunal or arbitrator or any government or regulatory body or ombudsman which has a material effect on the scope of cover or indemnity provided by this policy;
 - (iv) material change in the availability, terms or cost to **us** of reinsurance protection imposed upon **us** by any reinsurers.

If **we** make adjustments in accordance with (c) above **you** are released from this Agreement;

- (d) any increase in Insurance Premium Tax will be borne by **you**;
- (e) this Agreement does not prejudice **our** rights to cancel the policy in accordance with the Policy voidable, Alteration of risk, Fraudulent claims or Cancellation General conditions;
- (f) this Agreement applies to any policy (or policies) which **we** may issue in place of this policy.

Upon expiry of the **Period of Agreement**, unless

- (i) **you** advise **us** that **you** do not wish to renew the Agreement; or
- (ii) **we** advise **you** that **we** will not offer the Agreement for a further period

this Agreement will automatically renew and the new Expiry date will be shown in **your** policy schedule.

10 Law applicable

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

11 Rights of third parties

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

12 Sanctions

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

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

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

13 Assignment

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

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

Claims conditions

Your duties

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

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

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

The Legal expenses cover includes conditions relating to **your** legal representation.

Our rights

We may

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

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

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

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

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

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

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

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

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

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

1 Property damage

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

Definitions

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

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

Buildings

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

Buildings include

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

Communion plate

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

Contents

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

Contents does not include

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

Insured event(s)

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

Insured property

means the insured property described in the schedule.

Reinstatement techniques and materials

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

COVER

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

What is not covered

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

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

Definitions specific to this exclusion

Heave

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

Landslip

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

Subsidence

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

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

Definitions specific to this exclusion

Denial of service attack

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

Hacking

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

Virus or similar mechanism

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

Insurable events

What is covered

1. Fire, lightning and explosion

Fire, lightning, explosion or smoke.

2. Aircraft

Aircraft and flying objects or items dropped from them.

3. Riot

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

4. Malicious persons

5. Earthquake

6. Storm

What is not covered

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

Damage resulting from cessation of work.

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

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

What is covered

7. Flood

Flood caused by

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

8. Escape of water

Escape of water from any tank, apparatus or pipe.

9. Burst pipes

Freezing of water in any tank, apparatus or pipe.

10. Escape of oil

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

11. Impact

Impact by any road or rail vehicle or animal.

12. Falling trees

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

13. Falling aerials

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

What is not covered

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

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

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

What is covered

14. Accidental damage

Any other accidental **damage**.

What is not covered

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

What is covered

15. Theft or attempted theft

Subject to the following limits:

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

16. Glass, sanitary fixtures and signs

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

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

What is not covered

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

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

Basis of settlement

We will pay for

Buildings

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

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

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

We will not deduct any amount for wear and tear unless

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

- (b) The following additional costs all reasonably and necessarily incurred in repair or replacement following insured **damage**:

- (i) Reasonable architects', surveyors', consulting engineers' and other professional fees;
- (ii) The cost of removing debris, dismantling, demolition, shoring-up or propping.

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

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

continued

We will not pay for

In respect of (a):

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

In respect of (b):

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

continued

We will pay for

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

We will not pay for

In respect of (b) (iii):

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

Special conditions applicable to (iii) above

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

We will pay for

Contents

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

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

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

We will not pay for

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

Limit

Subject to any limits shown in the policy or schedule, the most **we** will pay for **damage** to the **buildings** (inclusive of all additional costs) or **contents** is the Loss limit shown in the schedule as adjusted for inflation protection and any Extensions stated as being in addition to the Loss limit shown in the schedule.

Reinstatement of Loss limit

Applicable to Buildings and Contents

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

Provided that

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

Inflation protection

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

The annual renewal premium will be amended accordingly.

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

Extensions

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

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

What is covered

1. Communion plate away from the premises

Damage by an **insured event** to **communion plate** whilst anywhere within the **geographical limits**.

Limit

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

2. Office equipment away from the premises

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

Limit

£10,000 any one claim.

3. Portable items away from the premises – Accidental damage

The limit(s) provided by this Extension for any Specified items under part (b) is in addition to the Loss limit stated in **your** schedule.

Damage to the following items whilst in **your** care or the care of an employee of **yours** or an **authorised volunteer**:

- (a) Portable items of contents whilst anywhere in the **geographical limits**;
- (b) Specified items as detailed in the schedule whilst anywhere in the area covered as shown in the schedule.

Limit

For (a) £2,500 any one item and £10,000 any one claim.
For (b) the Loss limit for the Specified item as stated in the schedule any one period of insurance.

What is not covered

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

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

What is covered

4. Temporary removal

Damage by an **insured event** to **contents** and specified items anywhere in the **geographical limits**

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

Limit

£10,000 any one claim.

5. Personal effects

Note: this Extension also applies to visiting clergy and visiting choristers.

- (a) **Damage** by an **insured event** to **personal effects** belonging to **you, your** employees and **authorised volunteers**, whilst engaged in **your** business or authorised activities anywhere in the **geographical limits**.

Limit

£1,000 per person.

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

Limit

£100 per person.

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

6. New contents acquired during the period of insurance

The limit provided by this Extension is in addition to the Loss limit stated in **your** schedule.

Damage by an **insured event** to new items of **contents** acquired during the period of insurance up to £50,000 per **premises** any one period of insurance.

continued

What is not covered

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

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

What is covered

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

7. Raffle prizes and donated goods

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

Limit

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

8. Exhibitions, festivals and events

Damage by an **insured event** to the following items and equipment:

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

Special condition

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

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

Limit

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

What is not covered

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

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

What is covered

9. Damage by the emergency services

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

Limit

£10,000 any one claim.

10. Property in the open

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

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

Limit

£5,000 any one claim.

11. Headstones and monuments

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

Provided that

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

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

Limit

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

What is not covered

Damage caused by Police raids.

The cost of repairing the item.

What is covered

12. Bequeathed property

The limit provided by this Extension is in addition to the Loss limit stated in **your** schedule.

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

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

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

Limit

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

13. Loss or theft of keys

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

Limit

£5,000 any one claim.

14. Frozen food

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

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

Limit

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

What is not covered

- (i) Motor vehicles licensed for road use or their accessories, trailers, caravans, watercraft or aircraft.
- (ii) Cash or money instruments of any description whether negotiable or non-negotiable.
- (iii) **Damage** to any building which is vacant, untenanted, empty or unfurnished unless caused by the Insurable events of Fire, lightning and explosion, Aircraft, Earthquake, Impact, Falling trees or Falling aerals.

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

What is covered

15. Service pipes, cables, sewers and drains

This Extension is provided only if the Insurable events of Escape of water, Burst pipes and Escape of oil are in force.

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

Limit

£15,000 any one loss.

16. Loss of oil, gas or water

We will pay for

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

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

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

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

What is not covered

17. Minor contract works

Explanatory notes (not forming part of the policy)

1. If **you** have decided not to include the Terrorism section under **your** policy then the full insurance requirements of the building contract may not be met - to help **we** may be able to extend **your** insurance to include Terrorism or **you** can ask **your** architect to reduce the requirements of the building contract with the agreement of all parties.
2. Please remember that if **your** policy is not renewed with **us**, then there will be no cover for the building works if they should continue beyond the period of cover.

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

Definitions specific to this Extension

All risks

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

Contractor(s)

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

Contract works

means the permanent works and the temporary works executed in performance of the **insured contract** including all unfixed materials and goods delivered to, placed on or adjacent to the permanent or temporary works and intended for incorporation in them in performance of the contract at the **premises**.

Excluding tools, contractors plant and equipment, site huts and other temporary accommodation and their contents.

Insured contract

means any JCT minor standard or intermediate building contract in which **you** are the employer and are required to take out a joint names policy or any similar contract with **our** written agreement.

Provided that

- (i) the value of the contract does not exceed £150,000;
- (ii) where one project at the **premises** comprises a series of separate contracts a limit of £150,000 applies in the aggregate to all the contracts involved.

Site materials

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

Specified perils

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

What is covered

We will include any **contract works** in respect of repairs, alterations and extensions to existing building structures for **specified perils** or **all risks** as required by the **insured contract**.

Provided that

- (a) the **buildings** are insured under this section against all of the **specified perils**;
- (b) **our** liability inclusive of all professional fees and VAT where applicable shall not exceed £150,000 in respect of the **contract works**.

continued

What is not covered

- (i) Penalties under the **insured contract** for delay or non-completion or consequential loss of any nature except as specifically provided for under this Extension.
- (ii) **Damage** to
 - (a) deeds, bonds, bills of exchange, promissory notes, cash, bank notes, cheques, securities for money or stamps;
 - (b) any craft designed to travel in, on or through water, air or space;

continued

What is covered

For the purposes of this Extension the insurance is considered to be in the joint names of **you** and the **contractor** but only insofar as this is required under the terms of the **insured contract** for

- (a) the existing structures and any **contents** for which **you** are responsible;
- (b) the **contract works**.

Off-site storage

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

Limit

£7,500 any one storage site.

18. Archaeological costs

Definitions specific to this Extension

Archaeological rescue work

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

Archaeological research work

means any other archaeological exercise.

The on-site costs of **archaeological rescue work** (including the recording of standing and collapsed fabric and damaged floor surfaces but not the excavation of below-ground deposits) necessarily and reasonably incurred with **our** consent as a result of **damage** to the **buildings** by any **insured event**.

Limit

£250,000 any one claim.

19. Spontaneous heating

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

What is not covered

- (c) any mechanical plant and equipment;
- (d) any property (including that being altered or repaired) which already existed at the time of the commencement of the **insured contract** other than **site materials**;
- (e) the permanent works or any part thereof in respect of which a certificate of completion has been issued by or to the **Insured** or which has been completed and handed over to or taken into use with the permission of the **Insured**, for a purpose other than for the performance of the **insured contract**.

- (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 insofar as such costs are a necessary and integral part of the process of repair or rebuilding).
- (iii) The costs of conservation or scientific analysis of materials or objects retrieved in the course of archaeological exercise.

What is covered

20. Trace and access

This Extension is provided only if the Insurable events of Escape of water, Burst pipes and Escape of oil are in force.

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

Limit
£50,000 any one claim.

21. Extinguisher and alarm resetting expenses

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

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

The cover provided by this Extension increases the Loss limit that applies but only to the extent stated.

The costs of meeting local authority conditions made under the Planning (Listed Buildings and Conservation Areas) Act 1990 and amending legislation (or equivalent legislation in Scotland and Northern Ireland) following **damage** by any **insured event** should these costs exceed the Loss limit.

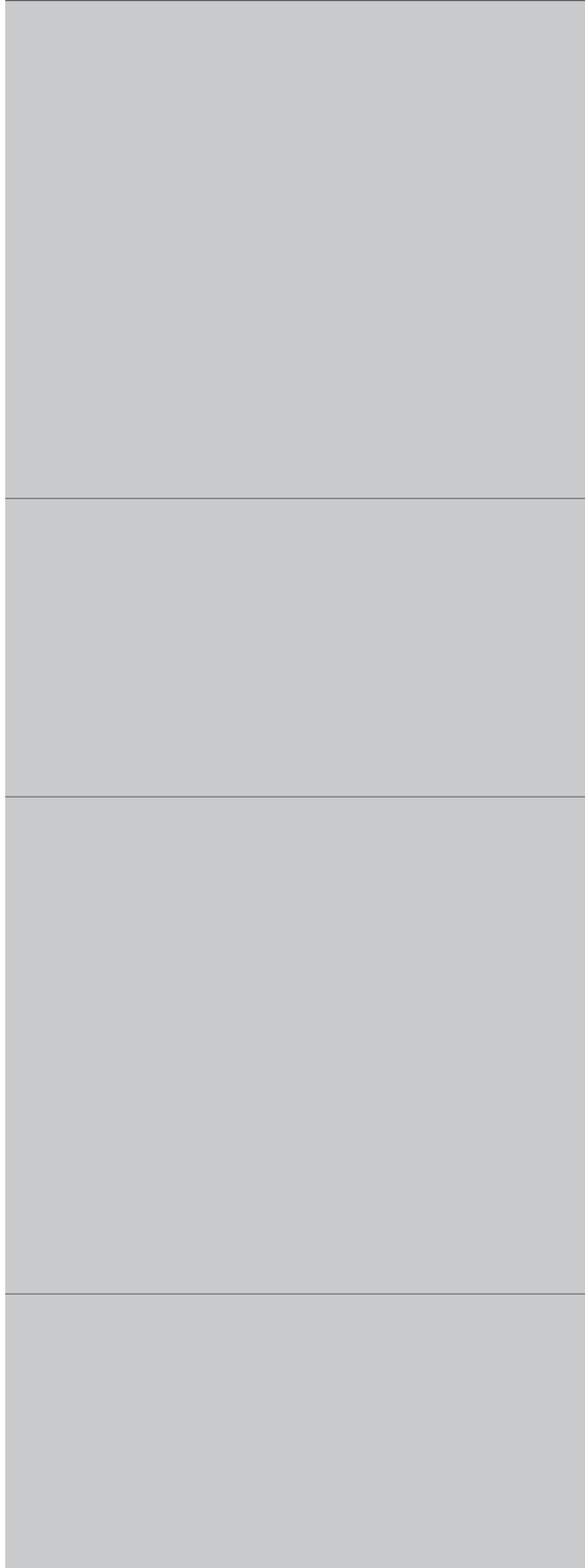
The maximum **we** will pay under this Extension is 20% of the Loss limit stated in the schedule.

23. Fly tipping

The costs and expenses necessarily and reasonably incurred by **you** in clearing, treating and removing anything illegally or maliciously deposited at the **premises**.

continued

What is not covered



What is covered

This cover will not apply in respect of any **unused premises**.

Limit

£2,500 per **premises** any one period of insurance.

24. Loss avoidance measures

The reasonable costs incurred by **you** in taking reasonable but exceptional measures to prevent or mitigate impending **damage** to the **insured property** by an **insured event**.

Provided that

- (a) if **damage** had occurred it would have resulted in a claim that would have been accepted by **us** under this section of the policy;
- (b) **we** are satisfied that **damage** has been prevented or mitigated by means of the exceptional measures;
- (c) the terms, conditions and exclusions of this section and the policy apply as if **damage** had occurred;
- (d) the amount **we** will pay will be no greater than the cost of **damage** which would have otherwise occurred.

Limit

In the aggregate under Sections 1 and 2 of this policy, £10,000 any one occurrence or series of events arising out of one occurrence.

25. Non-invalidation

The cover by this section shall not be invalidated by any act, omission or alteration whereby the risk of **damage** is increased unknown to **you** or beyond **your** control.

Provided that **you** immediately on becoming aware of this give notice to **us** and pay an additional premium if required.

What is not covered

2 Fine art and collections

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

Definitions

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

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

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.

Art

means anything that could be bought or sold at a reputable auction house including, but not limited to, paintings, works on paper, furniture, sculptures, ceramics, metal ware, architectural features, collectibles, glass, clocks and barometers, coins, stamps, medals and antiques.

Excluding **jewellery and/or watches**.

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**.

Jewellery and/or watches

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

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.

Temporary

means for a period not exceeding 90 days.

What is covered

We will indemnify **you** in accordance with the Basis of settlement following **damage** to items of **art** and **jewellery and/or watches**, as detailed in the schedule, occurring during the period of insurance whilst at the **premises** or whilst at other locations agreed by **us** or while removed for a **temporary** period.

What is not covered

We shall not be liable for

- (i) **damage** or expense caused by or resulting from theft, fraud or dishonesty committed by any of **your** officials, trustees, employees or **authorised volunteers** or anyone to whom **your art** is consigned or otherwise directly or indirectly entrusted or loaned;
- (ii) items kept in the open grounds of the **premises** unless specifically declared to **us** as such and agreed by **us** at the applicable premium;
- (iii) **damage** to the property insured whilst at a hotel unless kept in the hotel's main safe or in **your** actual personal possession or that of **your** official, trustee, employee or **authorised volunteer**;
- (iv) **damage** to the property insured whilst in any building which is **unused** or in a building which is otherwise vacant or untenanted;
- (v) mysterious disappearance or unexplained loss;
- (vi) **damage** or expense caused by or resulting from
 - (a) natural ageing, gradual deterioration, inherent vice, latent defect, dust, rust or oxidation, wet or dry rot, **vermin**, warping or shrinkage, mould, fungus, mildew, corrosion or the intrinsic nature of the subject matter insured;
 - (b) smoke damage caused by smog, agricultural or industrial work or any gradual cause;
 - (c) aridity, humidity, exposure to light or extremes of temperature unless such **damage** is caused by storm, frost or fire or another sudden unforeseen event;
 - (d) any process or alteration, refurbishment, repair, maintenance, dismantling, restoration, decoration, heating, drying, cleaning, washing or dyeing;
 - (e) misuse of any property insured under this policy;
- (vii) **damage** attributable solely to change in the water table level;
- (viii) **damage** to the property insured caused by pollution or contamination, but this shall not exclude **damage** to the property insured caused by
 - (a) pollution or contamination which itself results from any of the **defined contingencies**;
 - (b) any of the **defined contingencies** which itself results from pollution or contamination;

continued

What is covered

What is not covered

Definition specific to this exclusion

Defined contingencies

means any Insurable event stated in the Property damage section of this policy, other than 14. Accidental damage.

- (ix) **damage** to information on computer systems or other records, programs or software resulting from accidental or malicious erasure, loss, distortion or corruption or from any unidentifiable cause or any consequential loss resulting therefrom;
- (x) (a) **damage** to any computer, other equipment or component or system or item which processes, stores, transmits, retrieves or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether **your** property or not where such **damage** is caused by **virus or similar mechanism** or **hacking** or **denial of service attack**;
- (b) consequential loss directly or indirectly caused by or arising from **virus or similar mechanism** or **hacking** or **denial of service attack**.

Definitions specific to this exclusion

Denial of service attack

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

Hacking

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

Virus or similar mechanism

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

Basis of settlement

- (1) The basis of valuation for settlement
- (a) in respect of total loss of **art** and **jewellery and/or watches** individually listed is the **agreed value** shown in the schedule;
 - (b) in respect of total loss of **art** and **jewellery and/or watches** not individually listed is the **market value** immediately prior to the loss.
- (2) In respect of partial damage the amount payable will be
- (a) for **art** the cost of restoration;
 - (b) for **jewellery and/or watches** the cost of repair
- plus any resulting **depreciation** but not exceeding the full insured value as in (1) above.
- At **our** option **we** may arrange the repair.
- (3) The basis of valuation for settlement in respect of **art** loaned to **you** is the value specified on the Loan Agreement.
- 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.
- Any disagreements as to the **market value** or reasonable value are to be resolved in accordance with the Arbitration general condition.
- In no event will **we** be liable for more than the total sum insured stated in the schedule.
- In respect of items whilst away from the **premises** for a **temporary** period the most **we** will pay for
- (i) **art** is £5,000,000 or the sum insured for **art** whichever is the less;
 - (ii) **jewellery and/or watches** is £15,000 or the wearing limit detailed in the schedule whichever is the higher;
 - (iii) **art** and **jewellery and/or watches** from unattended vehicles in accordance with the Unoccupied vehicles extension is £10,000 in the aggregate in any one period of insurance.

Extensions

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

Unless specifically stated otherwise these extensions do not increase **our** liability as stated in the Basis of settlement paragraphs.

What is covered

1. New acquisitions

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

New acquisitions of **art** or **jewellery and/or watches** acquired during the period of insurance provided that **you** notify **us** within 60 days of the acquisition and pay any additional premium as may be required from inception of the cover.

We may cancel cover for new acquisitions by notifying **you** in writing within 14 days of receiving notification and giving 7 days' notice.

Limit

10% of the total sum insured on such property any one claim.

2. Defective title

The limit provided by this Extension is separate from the sums insured stated in **your** schedule.

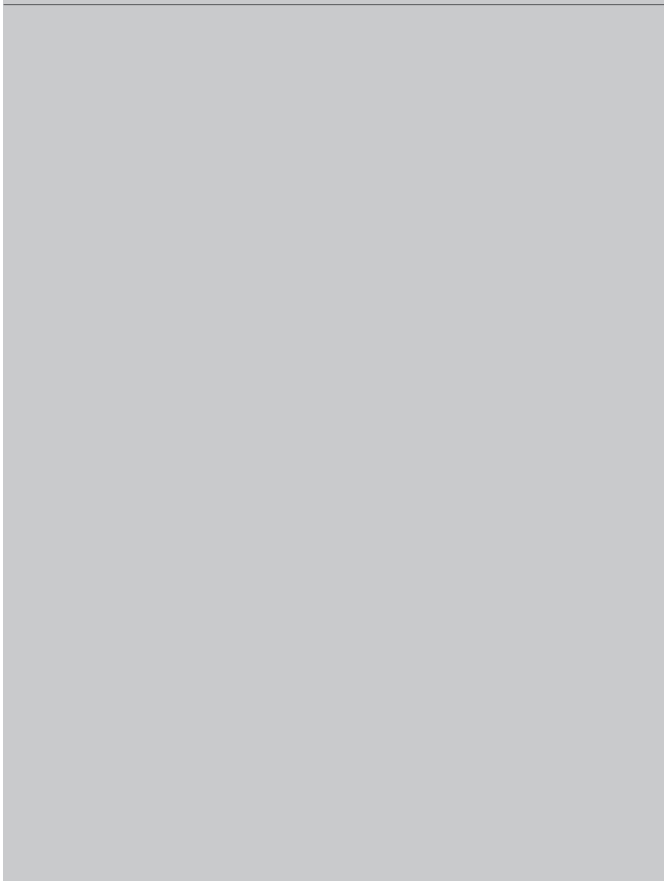
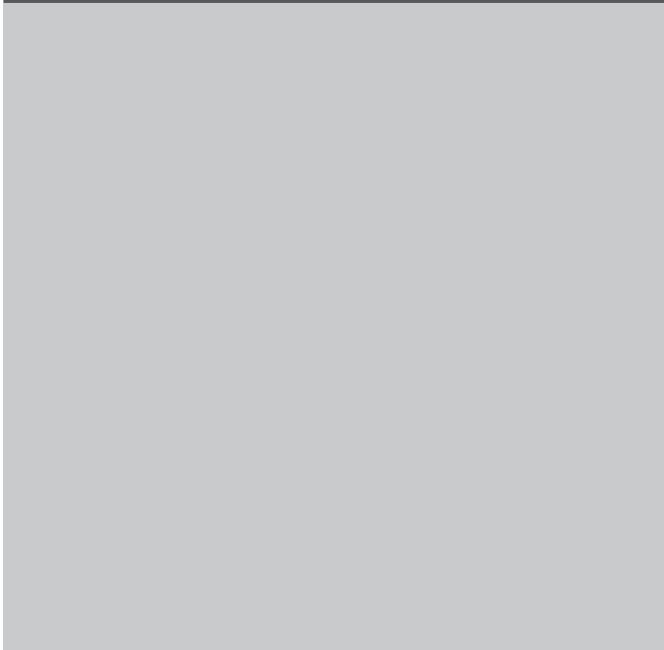
We will indemnify **you** for claims made against **you** arising from **your** purchase of **art** for which the vendor had defective or no title or on which a charge or encumbrance had been placed prior to the purchase of which **you** were not aware and could not have been aware after making reasonable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

Provided that

- (i) the purchase was made after the date **you** first insured **your art** 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 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;

continued

What is not covered



What is covered

- (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;
- (v) if **you** are required to relinquish possession of the **art** to another party **we** will pay the amount that **you** paid to purchase the **art**;
- (vi) 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 payment;
- (vii) **our** maximum liability including legal costs under this Extension shall not exceed £500,000 any one period of insurance.

3. Restoring and framing

Notwithstanding 'What is not covered' (vi) (d), if **art** is insured and is damaged by a professional conservator, restorer or framer **we** will pay the reasonable cost of repair and any **depreciation** directly caused by the **damage**.

4. Unoccupied vehicles

Loss of any **art** and **jewellery and/or watches** from unattended vehicles up to the sub-limit stated in the Basis of settlement provided that

- (i) there are visible signs of forcible or violent entry to the vehicle;
- (ii) the vehicle is locked at all points of access and alarmed;
- (iii) the property is out of sight in a locked compartment or locked boot within the vehicle.

5. Loss avoidance measures

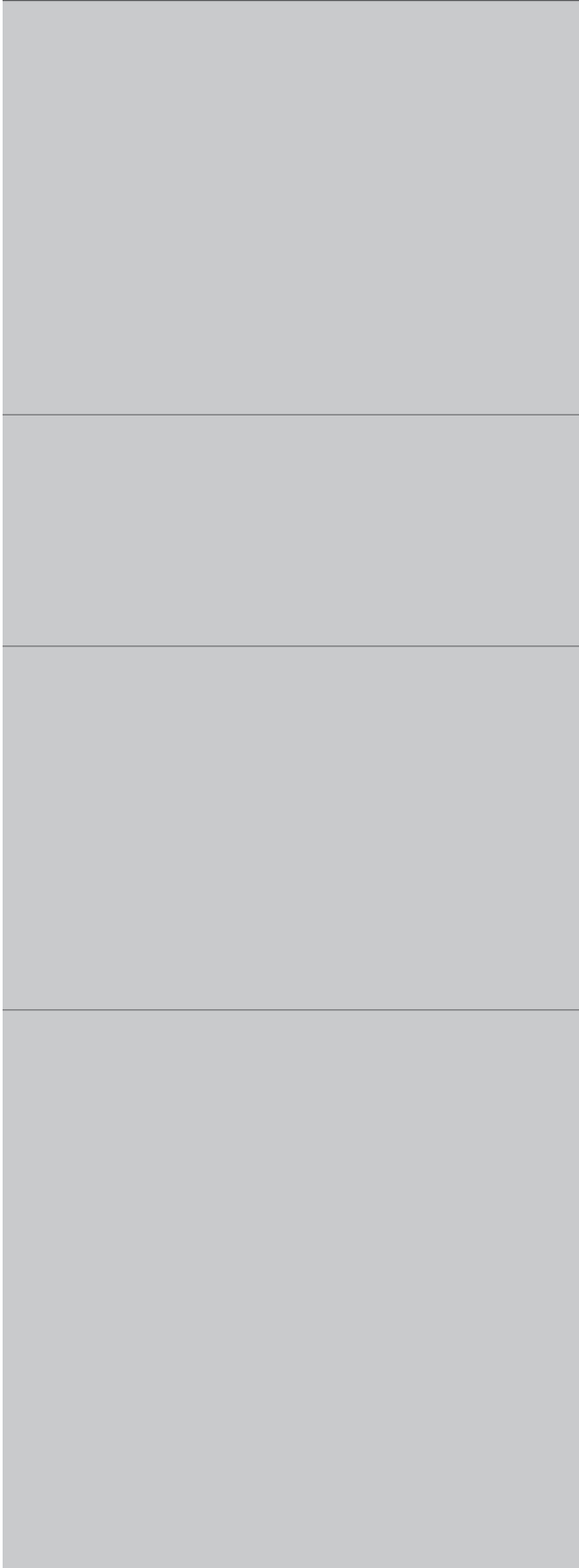
The reasonable costs incurred by **you** in taking reasonable but exceptional measures to prevent or mitigate impending **damage** to the items insured by this section.

Provided that

- (i) if **damage** had occurred it would have resulted in a claim that would have been accepted by **us** under this section of the policy;
- (ii) **we** are satisfied that **damage** has been prevented or mitigated by means of the exceptional measures;
- (iii) the terms, conditions and exclusions of this section and the policy apply as if **damage** had occurred;

continued

What is not covered



What is covered

- (iv) the amount **we** will pay will be no greater than the cost of **damage** which would have otherwise occurred.

Limit

In the aggregate under Sections 1 and 2 of this policy, £10,000 any one occurrence or series of events arising out of one occurrence.

What is not covered

Conditions

1. Packing and transportation

It is a **condition precedent to liability** that **you** ensure that

- (i) the property insured is securely and adequately packed whilst in transit;
- (ii) unless **art** is transported by a professional art carrier, the property insured is always under **your** custody and control or the custody and control of **your** official, trustee, employee or **authorised volunteer** except as provided for by the Unoccupied vehicles extension.

2. Recovered property

Following payment of the full amount insured for any **art** or **jewellery and/or watches** title passes legally to **us**.

However 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

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

3. Art – loaned items

- (i) In respect of **art** loaned to **you**, values for the purpose of this policy should be agreed between **you** and the owner before the loan is accepted and should be documented in a Loan Agreement complying with paragraph (ii) below. Anything first loaned to **you** after the inception of this policy with no Loan Agreement will not be covered under this policy.
- (ii) Loan Agreements must incorporate the following:
 - (a) The name of the owner;
 - (b) A statement specifying which party shall be responsible for any loss or damage and when risk transfers;
 - (c) A description of each item of **art** loaned;
 - (d) The loan value of each item of **art** consigned as agreed between **you** and the owner.

4. Consignment of art

Items of **art** must not be given to any third party without the written approval of the owner of the **art**.

If there is a breach of this condition **we** will not pay any claim arising whilst the **art** is out of **your** possession (with the exception of specialist transporters, art handlers, conservators, framers and specialist photographers).

3 Loss of income

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

Definitions

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

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

Computer equipment

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

Damage

means destruction or damage.

Income

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

Indemnity period

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

What is covered

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

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

What is not covered

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

Basis of settlement

We will pay for

1. Loss of income

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

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

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

2. Additional expenditure

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

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

We will not pay for

We will pay for

3. Professional accountants' charges

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

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

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

We will not pay for



Limit of indemnity

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

Extensions

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

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

What is covered

1. Archaeological digs

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

2. Prevention of access - Damage

Access to or use of the **premises** being prevented or hindered by **damage** to neighbouring property.

3. Prevention of access - Non-damage

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

- (a) any action of government, police or a local authority due to an emergency which could endanger human life or neighbouring property;
- (b) any bomb scare at or in the vicinity of the **premises**.

Limit

£10,000 any one period of insurance.

Special conditions

- (1) For the purpose of part (b) of this Extension the General exclusion Terrorism does not apply.
- (2) The maximum indemnity period under this Extension will not exceed 3 months.

4. Failure of supply

Failure of the supply to **your premises** of electricity, gas or water.

Limit

£5,000 any one incident.

What is not covered

- (i) Any loss covered under the Utilities extension.
- (ii) Any period when access to the **premises** was not prevented or hindered.

- (i) Any restriction of use of less than 4 hours.
- (ii) Any period when access to the **premises** was not prevented or hindered.
- (iii) Closure or restriction in the use of the **premises** due to the order or advice of the competent local authority as a result of an occurrence of an infectious disease (or the discovery of an organism resulting in or likely to result in the occurrence of an infectious disease), food poisoning, defective drains or other sanitary arrangements.
- (iv) Closure or restriction in the use of the **premises** due to **vermin**.

- (i) The deliberate act of the supplier in withholding or restricting supply.
- (ii) Any restriction caused by strikes or labour disputes.
- (iii) Any restriction of use of less than 4 hours.
- (iv) Any failure due to drought.
- (v) Other atmospheric and weather conditions unless failure is due to **damage** caused by such conditions.

What is covered

5. Failure of telecommunication services

Failure of the telecommunication services at the **premises** following **damage** of or to telecommunications property anywhere in the **geographical limits**.

Limit

£5,000 any one incident.

6. Specified disease, murder, food poisoning, defective sanitation, vermin

Definition specific to this Extension

Specified disease

means

Acute encephalitis

Acute poliomyelitis

Anthrax

Cholera

Diphtheria

Dysentery

Legionellosis

Legionnaires' disease

Leprosy

Leptospirosis

Malaria

Measles

Meningitis

Meningococcal septicaemia (without meningitis)

Mumps

Ophthalmia neonatorum

Paratyphoid fever

Plague

Rabies

Relapsing fever

Rubella

Scarlet fever

Smallpox

Tetanus

Tuberculosis

Typhoid fever

Typhus fever

Viral haemorrhagic fever

Viral hepatitis

Whooping cough

Yellow fever

continued

What is not covered

- (i) Any restriction of use of less than 4 hours.
- (ii) The failure of any telecommunication services received via satellite.
- (iii) Any restriction caused by strikes or labour disputes.

What is covered

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

Special conditions

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

7. Book debts

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

- (a) **We** will pay the difference between the total outstanding debit balances and the total of the amounts received or traced in respect of such balances;

continued

What is not covered

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

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

What is covered

- (b) **We** will pay for the additional expenditure incurred with **our** previous consent in tracing and establishing debit balances owed to **you** after the **damage**;
- (c) **We** will pay for reasonable professional accountants' charges necessarily incurred in providing any evidence required by **us** in support of a claim.

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

Special condition

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

8. Other venues

Damage

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

Limit

£10,000 any one incident.

9. Suppliers

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

Limit

£10,000 any one claim.

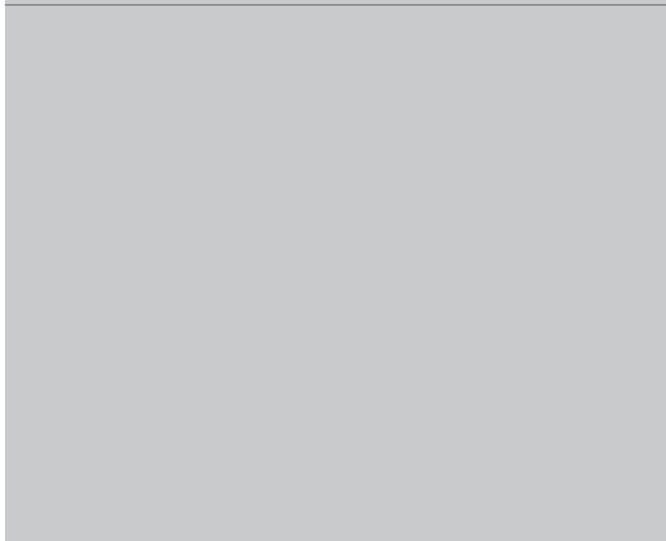
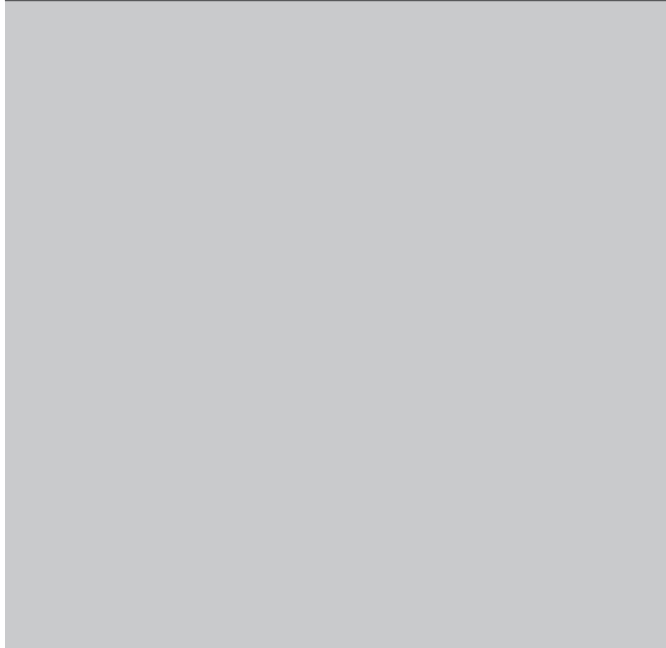
10. Utilities

Damage at any

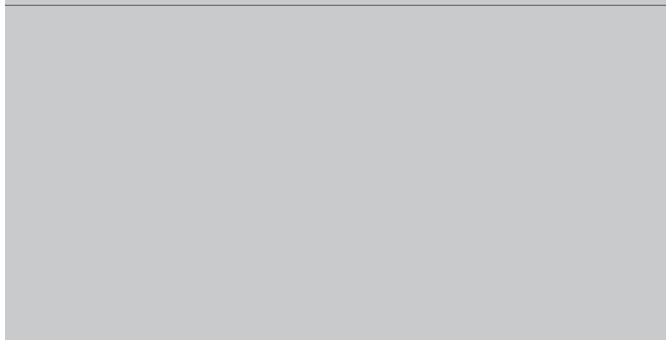
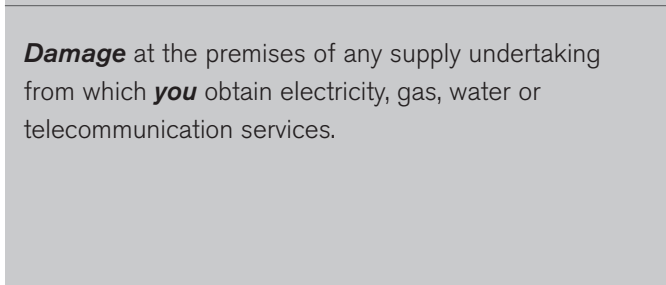
- (a) generating station or sub-station of **your** electricity supplier;
- (b) land-based premises of **your** gas supplier or any directly linked natural gas producer;

continued

What is not covered



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



What is covered

- (c) water works or pumping station of **your** water supplier;
- (d) land-based premises of **your** telecommunications service provider.

11. Church event

Definitions specific to this Extension

Abandonment

means the inability to complete the event once commenced.

Cancellation

means the inability to proceed with the event.

Event

means any event arranged by **you** to be held at the **premises** or elsewhere within the **geographical limits**.

Postponement

means the unavoidable deferment of the event to another time.

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

Limit

£1,000 any one claim.

This is in addition to any amount which may be recoverable under Extension 8. Other venues.

12. Reinstatement of data

Unless more specifically insured **we** will pay costs necessarily and reasonably incurred by **you** in reinstating data that is lost or damaged as a consequence of **damage to computer equipment at your premises**.

Providing that

- (a) **our** liability is limited solely to the cost of reinstating data to any form of electronic magnetic and optical tapes and discs for use in any electronic computer or electronic data processing equipment;

continued

What is not covered

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

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

What is covered

(b) **you** comply with the Back-up records special condition.

Limit

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

Special condition - Back-up records

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

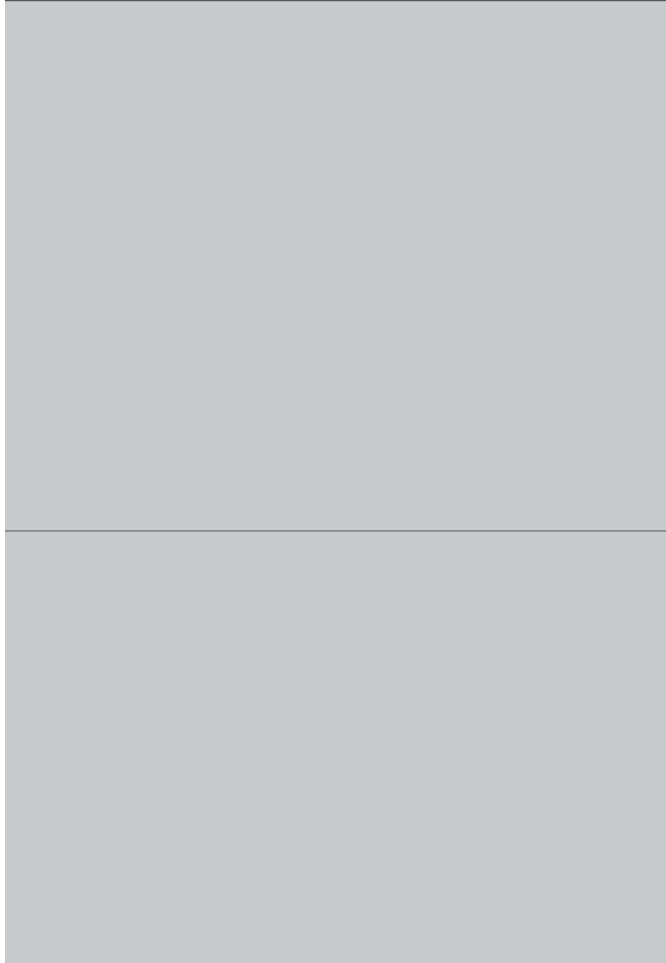
13. Computers - Increased Cost of Working

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

Limit

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

What is not covered



4 Money

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

Definitions

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

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

In transit

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

Non-negotiable money

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

What is covered

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

What is not covered

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

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

1. Non-negotiable money

2. Other money

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

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

Extensions

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

What is covered

1. Damage to safes

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

2. Damage to personal effects

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

Limit
 £1,000 per person.

3. Fund raising events

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

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

4. Fraud and identity theft

We will pay **you** for

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

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

continued

What is not covered

In respect of (a):

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

What is covered

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

Limit

£1,000 any one period of insurance.

What is not covered

Special condition

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

£3,000 to £5,000

2 persons

Over £5,000 but less than £10,000

3 persons

£10,000 or over

a professional security firm

5 Terrorism

The schedule will show if this section applies.

Definitions

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

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

Act of terrorism

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

Business interruption

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

Computer systems

means a computer or other equipment or component or system or item which processes, stores, transmits or receives ***data***.

Data

means data of any sort whatever including without limitation tangible or intangible data and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites or any information whatever.

Denial of service attack

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

Denial of service attacks include but are not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other ***computer systems***.

Event

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

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

Hacking

means unauthorised access to any ***computer system*** whether ***your*** property or not.

Losses

means all losses arising under any operative section or extension to this policy for material damage, business interruption or book debts as a result of damage to or the destruction of ***property insured*** in the ***territorial limits***, the proximate cause of which is an ***act of terrorism***.

Nuclear installation

means any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation designed or adapted for:

1. the production or use of atomic energy;
2. the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations;
3. the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.

Nuclear reactor

means any plant (including any machinery, equipment or appliance, whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

Phishing

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

Property

means all property whatsoever but excluding:

1. any property which is occupied as a private residence and which is
 - a. a private dwelling house; or
 - b. self-contained unit insured as part of a block of units i.e. a block of flats;unless such property
 - i. is not insured in the name of a private individual;
 - ii. is insured in the name of a **sole trader** or a trustee or an executor of a will and is not occupied by such persons or by any beneficiary of the trust or will in question;
 - iii. is of mixed residential and commercial usage and the commercially occupied portion of the property exceeds 20% (as defined by **us**) of the whole of such building.
2. property including fine art collections which are the subject of
 - a. a trust of any kind; or
 - b. an executorship of a willand where the use or benefit of the property is for private domestic purposes only and enjoyed by a beneficiary or a trustee of the trust or a beneficiary or an executor of the will.
3. any **nuclear installation** or **nuclear reactor** and all fixtures and fittings situated thereon and attached thereto and all pipes, wires, cables, drains or other conduits or service media of any description which are affixed or connected to or in any way serve such **nuclear installation** or **nuclear reactor**.

The noting of the interest of any lender (by including as joint insured or otherwise) shall not prejudice the definition of property as defined above.

Property insured

means **property** which is insured under other sections of this policy.

Sole trader

means

1. a self-employed individual registered as a sole trader with HM Revenue & Customs; or
2. a private individual or individuals operating as a landlord and taxed as a business; or
3. a private individual or individuals who have made an active decision to become a landlord and receive or intend to receive an income from **property insured**.

Territorial limits

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

Virus or similar mechanism

means program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **computer systems**, **data** or operations whether involving self-replication or not.

This includes but is not limited to trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

What is covered

We will pay **you** for

1. damage to or the destruction of **property**;
2. **business interruption** or book debts;
3. loss caused by cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of **property**

as insured by any other section of this policy occasioned by or happening through or in consequence of an **act of terrorism** within the **territorial limits**.

Provided always that the insurance by this section is

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

What is not covered

We will not be liable for any losses whatsoever

1. occasioned by riot, civil commotion, war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
2. arising under
 - a. marine aviation and transit policies;
 - b. motor insurance policies;
 - c. bankers blanket bond;
3. directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from
 - a. damage to or the destruction of any **computer system**; or
 - b. any alteration modification distortion erasure corruption of **data**

whether **your** property or not where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **virus or similar mechanism** or **hacking** or **phishing** or **denial of service attack**.

Basis of settlement

As described in the relevant section of this policy in respect of damage to or destruction of the **property insured** or **business interruption** or book debts or loss caused by cancellation, abandonment, postponement, interruption, curtailment or relocation of an event.

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

1. the total sum insured; or
2. for each item its individual sum insured; or
3. any other limit of liability

as stated in the relevant section of this policy less the **excess**.

The **excess** applicable to losses under this Terrorism section shall be equal to the **excess** applied in respect of the risk of fire and/or explosion under the other sections of this policy.

Extension for act of terrorism triggered by remote digital interference

Definitions specific to this extension

Property/Property insured

means as defined in this section but also excludes for the purposes of this extension

- a. any money (including money as defined in any Money (or Money with assault) section of this policy), currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument of any sort whatever; and
- b. any **data**.

Specific events

means fire, explosion, flood, escape of water from any tank apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, destruction of, damage to or movement of buildings or structures, plant or machinery other than any **computer system**.

Exclusion **3**. will not apply to **losses** provided that such **losses**

1. result directly (or solely as regards **3. c.** below indirectly) from **specific events**; and
2. are not proximately caused by an **act of terrorism** in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state; and
3. comprises
 - a. the cost of reinstatement, replacement or repair in respect of damage to or destruction of **property insured**; or
 - b. the amount of **business interruption** or book debts suffered directly by **you** by way of loss of or reduction in profits, revenue or turnover or increased cost of working as a direct result of either damage to or destruction of **property insured** or as a direct result of denial, prevention or hindrance of access to or use of the **property insured** by reason of an **act of terrorism** causing damage to or destruction of other **property** within one mile of the **property insured** to which access is affected; or
 - c. the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of **property** and any additional costs or charges reasonably and necessarily paid by **you** to avoid or diminish such loss.

Notwithstanding the exclusion of **data** from **property** and **property insured**, to the extent that damage to or destruction of **property** and **property insured** within the meaning of sub-paragraph **1.** above indirectly results from any alteration, modification, distortion, erasure or corruption of **data**, because the occurrence of one or more **specific events** results directly or indirectly from any alteration, modification, distortion, erasure or corruption of **data**, that shall not prevent cost or business interruption loss directly resulting from damage to or destruction of such **property** and **property insured** and otherwise falling within sub-paragraphs **1.** and **3.** above from being recoverable under this policy.

In no other circumstances than the previous sentence however will any loss(es) directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of **data** be recoverable under this Terrorism section.

Condition

If **we** allege that any other loss is not covered by this section the burden of proving that such loss is covered shall be upon **you**.

Notwithstanding the above the burden of proof shall be upon us to prove or establish all the matters referred to in sub-paragraph **2.** of the Extension for act of terrorism triggered by remote digital interference.

6 Theft by officials

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

Definitions

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

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

Acting in collusion

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

Excess

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

Official(s)

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

One claim

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

Theft

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

What is covered

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

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

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

Provided that

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

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

What is not covered

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

Limit of indemnity

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

Special conditions

1. Notice of loss

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

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

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

2. Recoveries

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

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

3. Deduction from loss

The following shall be deducted from the loss:

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

4. Loss prevention

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

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

7 Liabilities

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

Definitions

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

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

Act of terrorism

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

Asbestos

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

Bodily injury

means bodily injury, death, disease or illness.

Business

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

This includes

- (a) the ownership, repair and maintenance of **your** property and premises;
- (b) the provision of catering, social, sports, welfare facilities and first aid services for **employed persons**, church members and visitors;
- (c) the provision of fire and security services maintained only for the protection of premises owned or occupied by **you**; but does not include any work undertaken **offshore**.

Data

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

Employed person

means

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

Employee

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

Event

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

Injury

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

Legal costs

means

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

Offshore

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

Pastoral care services

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

Period of insurance

means the period of insurance stated in the schedule.

Pollution or contamination

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

Principal

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

Products

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

Property

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

Retroactive date

means the retroactive date stated in the schedule.

You/your/yours

means the **Insured**.

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

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

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

Cover 1 - Employers' liability

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

What is covered

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

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

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

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

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

What is not covered

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

Employers' liability Extension

The following is subject to the terms of the policy.

What is covered

Unsatisfied court judgements

Where a judgement for damages has been obtained by one of **your employees**, or their personal representative, in respect of **bodily injury** caused during any period of insurance and which arises out of and in the course of their employment with **you** and such judgement remains unsatisfied, in whole or in part, six months after the due date for payment, **we** will at **your** request pay to the **employee**, or their personal representative, the amount of damages and any awarded costs which remain unsatisfied.

Provided that

- (a) the judgement has been obtained in a court situated in the **geographical limits**;
- (b) the judgement is against a company or individual operating from premises within the **geographical limits**;
- (c) there is no appeal outstanding;
- (d) the judgement is assigned to **us** by the **employee** or their personal representative.

What is not covered

Cover 2 - Public and products liability

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

What is covered

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

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

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

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

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

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

- (i) any one **event** (and all **events** happening during any period of insurance caused by **products**) which is directly or indirectly caused by or results from or is in connection with an **act of terrorism** or any action taken in controlling, preventing, suppressing or in any way relating to an **act of terrorism** shall not exceed the Public and products limit of indemnity as stated in the schedule or £5,000,000 whichever is the less.

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

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

continued

What is not covered

No indemnity will be provided in respect of

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

continued

What is covered

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

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

What is not covered

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

continued

What is covered

What is not covered

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

continued

What is covered

What is not covered

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

Public and products liability Extensions

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

What is covered

1. Contingent motor liability

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

2. Cross liabilities

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

3. Data Protection

Definition specific to this extension

Data protection legislation

means the Data Protection Act 2018 or any subsequent legislation that specifically replaces this act.

We will indemnify **you** against **your**

- (a) legal liability to pay damages and **legal costs** for material and non-material damage;
- (b) defence costs and prosecution costs awarded against **you**;

resulting from any breach or alleged breach of **data protection legislation** happening during the **period of insurance** arising out of the conduct of **your business**.

In the event that any policy of insurance in force immediately prior to this extension expressly provided cover for **data protection legislation** on the basis of an indemnity for claims made during the period of insurance

What is not covered

We will not provide an indemnity in respect of

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

We will not provide any indemnity in respect of

- (i) the payment of fines, penalties, punitive or exemplary damages;
- (ii) the costs of replacing, reinstating, rectifying, erasing, blocking or destroying any personal data;
- (iii) liability arising from or caused by a deliberate or intentional act or omission by **you**;
- (iv) liability arising out of circumstances which may give rise to a claim or prosecution which have been notified to or ought to have been notified to previous insurers or which were known to **you** at the inception of this extension;

What is covered

and in the event that a claim is first made against **you** in the **period of insurance** in respect of **data protection legislation** then the indemnity provided by this extension is extended to indemnify **you** provided that **we** shall not be liable for

- 1 claims not insured by this extension;
- 2 any claim or notice notified later than twenty-eight days after receipt of such claim or notice.

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

- (a) shall not exceed the limit of indemnity shown on the schedule;
- (b) shall not exceed £100,000 any one claim and in the aggregate any one period of insurance.

4. Defective Premises Act

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

5. Errors and omissions

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

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

The most **we** will pay under this Extension in the **period of insurance** will be £250,000.

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

What is not covered

- (v) legal liability where indemnity is provided by any other insurance.

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

We will not provide any indemnity in respect of

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

What is covered

6. Errors and omissions – independent examination

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

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

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

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

7. Indemnity to private hirers

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

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

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

What is not covered

We will not provide any indemnity in respect of

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

We will not provide any indemnity in respect of

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

What is covered

8. Libel and slander

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

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

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

Provided that

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

9. Overseas personal liability

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

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

What is not covered

We will not provide any indemnity in respect of

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

We will not provide any indemnity in respect of

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

What is covered

10. Pastoral care indemnity

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

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

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

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

- (a) £5,000,000 (or the Public and products liability limit of indemnity if lower) for claims arising under (1) or (2) above;
- (b) £250,000 for claims arising under (3) above.

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

Special condition

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

What is not covered

We will not provide any indemnity in respect of

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

11. Church council and trustee indemnity

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

Definitions specific to this Extension

Outside trustee

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

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

Trustee

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

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

Wrongful act

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

What is covered

Cover 1

Trustee and church council indemnity

- (a) Trustee and church council liability

We will indemnify

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

continued

What is not covered

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

- We** will not provide any indemnity in respect of
- (i) anything for which indemnity is provided under any other insurance or other extension of this policy or by any other source;
 - (ii) anything which was done when known to be a **wrongful act** or ignoring that possibility;
 - (iii) the consequences of any circumstances known by the **church council** or **trustee** at the commencement of this cover which may give rise to a claim;
 - (iv) liability arising from **bodily injury** to any person, **damage** to property (other than as provided under paragraph (b) of this Extension) or infringement of intellectual property rights;
 - (v) liability arising from the rendering of any counselling, advice or other service;
 - (vi) anything done in the capacity of trustee or administrator of any pension fund or scheme;
 - (vii) any person committing or condoning any criminal, dishonest or fraudulent act or omission;

continued

What is covered

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

Personal cover

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

continued

What is not covered

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

What is covered

Cover 2

Retired trustees

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

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

Cover 3

Extended reporting period

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

Cover 4

Outside boards

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

Cover 5

Emergency costs and expenses

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

The most **we** will pay under this Extension in the **period of insurance** will be £250,000.

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

continued

What is not covered

What is covered

Special condition

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

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

12. Professional counselling services

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

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

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

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

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

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

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

continued

What is not covered

- We** will not provide any indemnity in respect of
- (i) liability where indemnity is provided by any other insurance or other extension of this policy;
 - (ii) any person committing or condoning any criminal, dishonest or fraudulent act or omission;
 - (iii) liability assumed by agreement unless liability would have attached without such agreement;
 - (iv) the consequences of any circumstances known to **you** at the commencement of this cover which may give rise to a claim;
 - (v) any legal action brought in a court of law outside the **geographical limits**;
 - (vi) liability for any claim made against **you** by reason of any act committed or alleged to have been committed prior to the **retroactive date**.

What is covered

Special condition

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

What is not covered



13. Additional clean up costs

Definitions specific to this Extension

Environmental legislation

means any legislation enacted within the United Kingdom governing the
(a) prevention and control of pollution and contamination;
(b) protection of the environment.

Regulatory authority

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

Remediation

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

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

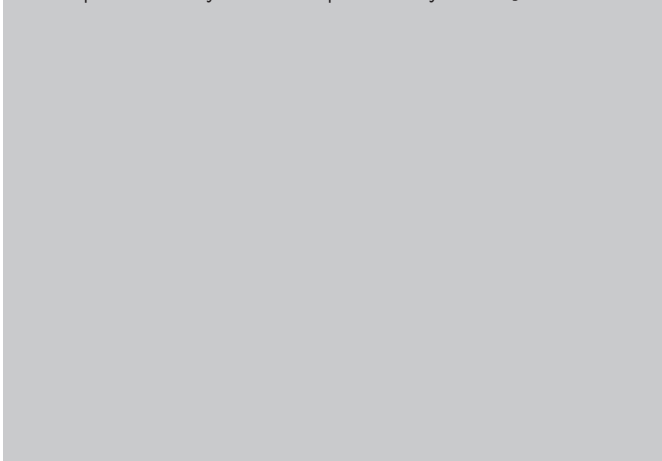
What is covered

We will indemnify **you** against **your** legal liability in respect of the cost of
(a) **remediation** which **you** are legally required or ordered to conduct by a **regulatory authority**;
(b) reimbursing a **regulatory authority** where **remediation** has been conducted by or on behalf of the **regulatory authority**;
arising from **pollution or contamination** caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific point in time and place during the **period of insurance** and in connection with the **business**.

continued

What is not covered

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



What is covered

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

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

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

14. Reimbursement of additional motor costs for officials and authorised volunteers

Notwithstanding the vehicles exclusion (16), in the event of any accident involving the use of a private car belonging to one of **your** clergy, **church council** members, churchwardens, committee members, officers or **employees** whilst being used for **your business we** will, at **your** request, indemnify such person in respect of the following:

- (a) The monetary value of the excess imposed by their motor insurer at the time of the claim in relation to such accident.

Limit per person: £250 any one period of insurance.

- (b) The monetary value of
- (i) the no claims bonus or discount that they have forfeited; or
 - (ii) the premium loading imposed by their motor insurer
- in their first period of insurance after the accident and which has been forfeited or imposed solely as result of such accident.

Limit per person: £250 any one period of insurance.

This indemnity is subject to **us** receiving written proof that such excess or change in premium has been imposed.

What is not covered

Liability section Extensions

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

What is covered

1. Compensation for court attendance

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

- | | |
|--|------|
| (a) Any of your licensed clergy, church council members, churchwardens, hall committee members or officers | £500 |
| (b) Any employed person | £250 |

2. Corporate manslaughter defence costs

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

Provided that

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

continued

What is not covered

No indemnity will be provided

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

What is covered

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

3. Prosecution defence costs

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

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

alleged to have been committed during the **period of insurance** in connection with the **business**.

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

What is not covered

We will not provide any indemnity

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

8 Legal expenses

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

Note (not forming part of the policy):

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

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

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

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

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

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

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

DAS Head and Registered Office:

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

Registered in England and Wales, company number 103274. DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

Website: www.das.co.uk

DAS Law Limited Head and Registered Office:

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

Registered in England and Wales, company number 5417859. DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

Website: www.daslaw.co.uk

DAS Data Protection

In addition to any other data processing notice provided in relation to this policy, data under this policy will be processed by DAS Legal Expenses Insurance Company Limited (DAS), who are committed to processing the insured person's personal information fairly and transparently. This section is designed to provide a brief understanding of how DAS collect and use this information.

DAS may collect personal details, including the insured person's name, address, date of birth, email address and, on occasion, dependent on the type of cover the insured person has, sensitive information such as medical records. This is for the purpose of managing the insured person's products and services, and this may include underwriting, claims handling and providing legal advice. DAS will only obtain the insured person's personal information either directly from them, the third party dealing with the insured person's claim or from the authorised partner who sold them the policy.

Who DAS are

DAS is part of DAS Legal Expenses Insurance Company Limited which is part of DAS UK Holdings Limited (DAS UK Group). The uses of the insured person's personal data by DAS and members of the DAS UK Group are covered by their individual company registrations with the Information Commissioner's Office. DAS has a Data Protection Officer who can be contacted through dataprotection@das.co.uk.

How DAS will use your information

DAS may need to send the insured person's information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies so they may contact the insured person to ask for their feedback, or members of the DAS UK Group. If the insured person's policy includes legal advice DAS may have to send the information outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law. Dependent on the type of cover the insured person has, their information may also be sent outside the EEA so the service provider can administer their claim.

DAS will take all steps reasonably necessary to ensure that the insured person's data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology.

DAS will not disclose the insured person's personal data to any other person or organisation unless they are required to by their legal and regulatory obligations. For example, DAS may use and share the insured person's data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning DAS. A copy is also accessible and can be downloaded via their website.

What is DAS' legal basis for processing your information?

It is necessary for DAS to use the insured person's personal information to perform their obligations in accordance with any contract that they may have with the insured person. It is also in their legitimate interest to use the insured person's personal information for the provision of services in relation to any contract that they may have with you.

How long will your information be held for?

DAS will retain the insured person's personal data for 7 years. DAS will only retain and use personal data thereafter as necessary to comply with their legal obligations, resolve disputes, and enforce their agreements. If you wish to request that DAS no longer use the insured person's personal data, please contact DAS at dataprotection@das.co.uk.

What are your rights?

The insured person has the following rights in relation to the handling of their personal data:

- the right to access personal data held about them
- the right to have inaccuracies corrected for personal data held about them

- the right to have personal data held about them erased
- the right to object to direct marketing being conducted based upon personal data held about them
- the right to restrict the processing for personal data held about them, including automated decision-making
- the right to data portability for personal data held about them

Any requests, questions or objections should be made in writing to the Data Protection Officer:-

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

Or via Email: dataprotection@das.co.uk

How to make a complaint

If the insured person is unhappy with the way in which their personal data has been processed, the insured person may in the first instance contact the Data Protection Officer using the contact details above.

If the insured person remains dissatisfied then they have the right to apply directly to the Information Commissioner's Office for a decision. The Information Commissioner can be contacted at: -

Information Commissioner's Office
 Wycliffe House
 Water Lane
 Wilmslow
 Cheshire
 SK9 5AF
www.ico.org.uk

Definitions

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

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

Appointed representative

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

Costs and expenses

means:

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

Countries covered

means

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

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

For all other **insured events**:

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

DAS

means DAS Legal Expenses Insurance Company Limited.

DAS Standard Terms of Appointment

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

Date of occurrence

means:

- (1) For civil cases (other than under **insured event** 6, Tax protection), the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these events;
- (2) For criminal cases, when the **insured person** commenced or is alleged to have commenced to violate the criminal law in question;
- (3) For **insured events** 3 and 4, Legal defence, Statutory Notice appeals, the date when the **insured person** is

issued with the relevant notice and has the right to appeal;

- (4) For **insured event** 6, Tax protection, the date when HM Revenue & Customs or the relevant authority first notifies **you** of its intention to carry out an enquiry. For **VAT disputes** or **employer compliance disputes**, the date the dispute arises.

Employer compliance dispute(s)

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

Insured event(s)

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

Insured person

means:

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

Limit of Indemnity

means the most **we** will pay in **costs and expenses** and any compensation awards payable by **us** for all claims resulting from one or more events arising at the same time or from the same originating cause.

Please refer to the policy schedule for this amount.

The most **we** will pay for the total of all compensation awards in respect of employment disputes in any one **period of insurance** shall not exceed £1,000,000.

This aggregate limit will form part of and not be in addition to the **Limit of Indemnity**.

Period of insurance

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

Preferred law firm or tax consultancy

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

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

Reasonable prospects

means:

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

Tax enquiry

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

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

VAT dispute(s)

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

Cover

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

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

- (d) the **insured event** happens within the **countries covered**.

What we will pay

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

- (1) the most **we** will pay for **costs and expenses** including compensation awards in respect of all claims resulting from one or more events arising at the same time or from the same originating cause is shown as the **Limit of Indemnity** in the policy schedule;
- (2) the most **we** will pay in **costs and expenses** if **you** do not use a **preferred law firm or tax consultancy** is the reasonable amount incurred taking into account what **we** would have paid to a **preferred law firm or tax consultancy**. The amount **we** pay a law firm (where acting as an **appointed representative**) may vary from time to time but will not exceed £100 per hour;
- (3) in respect of an appeal or the defence of an appeal **you** must tell **DAS** within the time limits allowed that **you** want to appeal.
Before **we** pay the **costs and expenses** for appeals **DAS** must agree that **reasonable prospects** exist.
- (4) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages the most **we** will pay in **costs and expenses** is the value of the likely award;
- (5) in respect of **insured event** 4(3) – Legal defence (Jury service and court attendance) the maximum **we** will pay is the **insured person's** net salary or wages for the time that the **insured person** is absent from work less any amount the **insured** court or tribunal pays to them.

What we will not pay

In the event of a claim if **you** decide not to use the services of a **preferred law firm or tax consultancy** **you** may be responsible for the difference in costs between what **we** would have paid a **preferred law firm or tax consultancy** and the costs charged by **your** law firm accountant or other suitably qualified person.

What is not covered

Applying to all Insured events

- 1 Any claim reported to **DAS** more than 180 days after the date **you** should have known about the **insured event**.
- 2 **Costs and expenses** incurred before the written acceptance of a claim by **DAS**.
- 3 Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority, other than compensation awards as covered under **insured event** 5 (cover 2), Compensation awards and **insured event** 3 and 4, Legal defence.
- 4 Any claim arising out of ecclesiastical law and falling within the jurisdiction of the ecclesiastical courts.
- 5 Any legal action an **insured person** takes which **DAS** or the **appointed representative** have not agreed to or where the **insured person** does anything that hinders **DAS** or the **appointed representative**.
- 6 Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
- 7 Any **insured event** deliberately or intentionally caused by an **insured person**.
- 8 Any claim relating to rights under a franchise or agency agreement entered into by **you**.
- 9 A dispute with **us** or **DAS** not otherwise dealt with under Condition 8 of this section.
- 10 Any claim relating to a shareholding or partnership share in **you**.
- 11 **Costs and expenses** arising from or relating to judicial review.
This exclusion does not apply to **insured event** 2, Personal injury.
- 12 Any claim where either at the start of, or during the course of a claim, **you**:
 - (a) are declared bankrupt.
 - (b) have filed a bankruptcy petition.
 - (c) have filed a winding-up petition.
 - (d) have made an arrangement with **your** creditors.
 - (e) have entered into a deed of arrangement.
 - (f) are in liquidation.
 - (g) part or all of **your** affairs or property are in the care or control of a receiver or administrator.
- 13 Any claim relating to written or verbal remarks that damage the **insured person's** reputation.
- 14 Any claim where an **insured person** is not represented by a law firm, barrister or tax expert.

What is covered

Insured event 1

Property protection

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

(a) any event which causes or could cause physical damage to such material property;

or

(b) a legal nuisance;

or

(c) a trespass.

Insured event 2

Personal injury

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

Insured event 3

Legal defence for you

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

(a) Criminal pre-proceedings cover

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

(b) Criminal prosecution defence

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

continued

What is not covered

Any claim relating to the following:

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

Any claim relating to the following:

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

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

continued

What is covered

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

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

(c) Data protection

if civil action is taken against **you** for compensation under data protection legislation when handling personal data in **your** capacity as a data controller and/or a data processor by

1. an individual.

We will also pay any compensation award up to the **Limit of Indemnity** in respect of such a claim.

2. a data controller and/or data processor which arises out of or relates to a claim made by an individual for compensation against that data controller and/or data processor.

We will not pay any compensation award in respect of such a claim.

Provided that in respect of (c) 1:

any sum of money in settlement of a dispute is awarded by a court under a judgment made after full argument and otherwise than by consent or default or is payable under settlement approved in advance by **us**.

(d) Wrongful arrest

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

(2) DAS will represent **you**

(a) Statutory Notice appeals

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

(b) Party Walls Act

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

What is not covered

In respect of (c) Data protection

- (i) the cost of fines imposed by the Information Commissioner or any other regulatory and/or criminal body;
- (ii) any claims relating to the loss, alteration, corruption or distortion of, or damage to stored personal data and claims relating to a reduction in the functionality, availability or operation of stored personal data resulting from hacking (unauthorised access), malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code, computer virus or similar mechanism.

What is covered

Insured event 4

Legal defence for your employees and authorised volunteers

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

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

(a) Criminal pre-proceedings cover

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

(b) Criminal prosecution defence

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

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

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

(c) Data protection

if civil action is taken against the **insured person** for compensation under data protection legislation when handling personal data in their capacity as a data controller and/or a data processor by

1. an individual.
We will also pay any compensation award up to the **Limit of Indemnity** in respect of such a claim.
2. a data controller and/or data processor which arises out of or relates to a claim made by an individual for compensation against that data controller and/or data processor.
We will not pay any compensation award in respect of such a claim.

Provided that in respect of (c) 1:

any sum of money in settlement of a dispute is awarded by a court under a judgment made after full argument and otherwise than by consent or default or is payable under settlement approved in advance by **us**.

What is not covered

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

In respect of (c) Data protection

- (i) the cost of fines imposed by the Information Commissioner or any other regulatory and/or criminal body;
- (ii) any claims relating to the loss, alteration, corruption or distortion of, or damage to stored personal data and claims relating to a reduction in the functionality, availability or operation of stored personal data resulting from hacking (unauthorised access), malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code, computer virus or similar mechanism.

What is covered

(d) Discrimination

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

(e) Pension fund trustees

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

(f) Conscientious objection

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

(2) Statutory Notice appeals

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

(3) Jury service and court attendance

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

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

Insured event 5

Employment disputes and compensation awards

Cover 1

Employment disputes

DAS will defend *your* legal rights

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

What is not covered

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

What is covered

Cover 2

Compensation awards

Where **DAS** have accepted a claim under **Cover 1 Employment disputes**, **we** will pay up to the **Limit of Indemnity** for the following:

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

Provided that:

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

Cover 3

Service occupancy

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

What is not covered

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

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

What is covered

Insured event 6

Tax protection

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

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

Provided that:

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

Insured event 7

Contract disputes

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

Provided that

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

What is not covered

Any claim:

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

Any claim relating to the following:

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

What is covered

Insured event 8

Debt recovery

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

Provided that

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

What is not covered

Any claim relating to the following:

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

Special Conditions

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

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

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

In instances where the Financial Ombudsman Service cannot help (e.g. **you** are not an eligible complainant), there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by **you** and **DAS**. If there is a disagreement over the choice of arbitrator, **DAS** will ask the Chartered Institute of Arbitrators to decide.

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

9 Personal accident

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

Definitions

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

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

Accidental bodily injury

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

Act of terrorism

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

Insured person(s)

means

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

Loss of eye(s)

means total and irrecoverable loss of sight in one or both eyes.

Loss of limb(s)

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

Permanent total disablement

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

Temporary partial disablement

means disablement from engaging in or giving attention to a substantial part of usual profession, trade, business or occupation for a period not exceeding 104 weeks in all from the commencement of such disablement.

Temporary total disablement

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

What is covered

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

What is not covered

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

continued

What is covered

What is not covered

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

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

Extensions

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

What is covered

1. Medical and other expenses

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

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

2. Clothing and personal effects

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

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

3. Loss of deposits

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

Limit

£500 any one person.

4. Assault

If any member of the clergy, employee, **authorised volunteer** or other representative of **yours** is assaulted whilst engaged in **your** business or authorised activities within the **geographical limits we** will pay for medical, dental or surgical expenses incurred.

This is in addition to any amount that may be payable under Extension 1 above.

Limit

£5,000 any one person.

What is not covered

General information

Complaint handling procedures

If you are unhappy with our products or service, please contact us as soon as possible.

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

For all complaints other than Legal expenses complaints

Ecclesiastical Insurance Office plc
Benefact House,
2000, Pioneer Avenue,
Gloucester Business Park,
Brockworth, Gloucester,
GL3 4AW, United Kingdom

Tel: 0345 777 3322

Fax: 0345 604 4486

Email: complaints@ecclesiastical.com

For Legal expenses complaints

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

Tel: 0344 893 9013

Email: customerrelations@das.co.uk

Our promise to you

We will aim to resolve your complaint within one business day. For more complex issues, we may need a little longer to investigate and we may ask you for further information to help us reach a decision.

To resolve your complaint we will:

- Investigate your complaint diligently and impartially within Ecclesiastical
- Keep you informed of the progress of the investigation
- Respond in writing to your complaint as soon as possible.

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

The Financial Ombudsman Service
Exchange Tower
London E14 9SR

Tel: 0800 0 234 567

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

Web: www.financial-ombudsman.org.uk

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

The Financial Services Compensation Scheme (FSCS)

The Financial Services Compensation Scheme (FSCS) is the independent body, set up by Government, which gives you your money back if your authorised* financial services provider is unable to meet its obligations.

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 the FCA.

Notes

Notes

Notes

This contract is underwritten by:
Ecclesiastical Insurance Office plc.

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

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

www.fca.org.uk/register

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

Contact us

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

0345 777 3322

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

You can email us at

churches@ecclesiastical.com

Or visit us at

www.ecclesiastical.com/church

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

Other useful contacts

Ecclesiastical Financial Advisory Services for Independent
Financial Advice

0800 107 0190

www.ecclesiastical.com/getadvice

Ecclesiastical Home Insurance:

0800 917 3345

www.ecclesiastical.com/churchworker



Benefact House, 2000, Pioneer Avenue,
Gloucester Business Park, Brockworth,
Gloucester, GL3 4AW, United Kingdom