

Parish Plus

Put your faith in us



Policy Document

Our story

We're proudly specialist, totally unique and committed to making a positive impact on society.



Protecting churches since 1887

leading insurer for the
Anglican church



One of the most
trusted insurers in
our markets



Broad range of specialism

Faith, charity, heritage, leisure,
office professions, education, art
and private client and real estate.



A history of caring for
our people and customers
to deliver best-in-class
expertise and guidance

[For more information on Ecclesiastical, please click here](#)

www.ecclesiastical.com

Supporting charities and communities

Part of the Benefact Group – charity
owned international family of specialist,
financial services businesses.

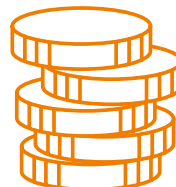
A shared ambition to donate all available
profits to good causes.

Our policies



help protect
what matters most
to our customers

and because
we give all our
available profits
to charity



they make
lives a little
brighter too.

[Learn more](#)

www.benefactgroup.com

Please contact us if you would like this booklet in large print, braille or audio format;
or if you would like to receive future literature in another format.

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Our support for Parish Plus customers



Award winning claims service

www.ecclesiastical.com/claims/award-winning-claims



Specialist risk management guidance

www.ecclesiastical.com/risk-management



Helplines including legal advice and counselling

How do I make a claim?

New claims can be reported 24 hours a day, 7 days a week.

For claims other than legal expenses claims call:

 **0345 603 8381**

or, if calling from abroad,

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

- ▶ If you need to make a claim please call us as soon as you can so we can advise you of the next steps.
- ▶ For new claims the services are available 24 hours a day, 7 days a week.
- ▶ For enquiries about existing claims, the services are available from Monday to Friday 8am to 6pm.

For legal expenses claims call:

ARAG Legal Expenses Insurance Company Ltd

 **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.

Our promise to you

When you need to make a claim, we'll look at your policy cover to see how we can best help you. We'll work swiftly, responding to queries within 1 working day, and will always deal with your claim fairly. If we can resolve your claim when you first contact us – we will.

- ▶ We give you direct access to the specialist claims handler dealing with your case and will work with our expert partners to get you all the help you need.
- ▶ We aim to keep things as simple as possible, offering you guidance and assistance throughout the life of the claim.
- ▶ We will look for cover, paying you exactly what you are entitled to, quickly and without any fuss.
- ▶ We will take a proactive approach in protecting your financial interests, legal position and reputation and we'll always consult you before making any decisions on liability.

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.

Fundraising 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.

For more information read our 'Made Simple' guide to organised events at:
www.ecclesiastical.com/church

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 understand your obligations to ensure you comply with the regulatory requirements.

For more information read our 'Made Simple' guide to community outreach at:
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 and access other useful information at: www.ecclesiastical.com/church

You can also find a wealth of information to help you look after your church on our website. For our latest guides and plenty of other useful information visit: www.ecclesiastical.com/church

Policy definitions

Where these words or phrases appear in bold in the **Policy**, they will have the meaning shown below. Other defined words can be found in the sections of the **Policy** where those words are used.

Authorised Volunteers

Voluntary workers acting under **Your** authority whilst engaged in **Your** authorised activities.

Church Council

The Parochial Church Council, Vestry or equivalent body named in the schedule.

Company/We/Our/Us

Ecclesiastical Insurance Office plc.

Computer System

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

Cyber Act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

Cyber Incident

1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
2. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

Damage

Physical loss, destruction or damage.

Data

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

Excess

The first amount of each and every loss for which **You** are responsible as set out in the schedule.

Geographical Limits

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

Insured/You/Your

The entity, organisation or individuals shown as 'the Insured' in the schedule.

Period of Insurance

The period of insurance stated in the schedule.

Policy

This insurance document, including the schedule and any clauses which will all be considered as one document.

Premises

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

1. When the use of the building ceases on a permanent basis; or
2. when the usual activities at the **Premises** have ceased pending a decision regarding the future of the building.

Insuring clause

In return for **You** paying the premium, **We** will cover **You** against loss, damage and liability arising:

1. in connection with **Your** usual activities; and
2. during the **Period of Insurance**.

All cover is subject to the terms and conditions of the **Policy**.

Policy exclusions

This policy does not cover

1 Excess

Any **Excess**.

2 Radioactivity and bio-chemical weapons

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 the Employers' liability cover in the Liabilities section or the Personal accident section.

Parts c. d. and e. of this exclusion do not apply to the Public & products liability or Prosecution defence costs covers of the Liabilities section.

3 War risks

Loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.

However, this exclusion does not apply to the Employers' liability cover in the Liabilities section.

Policy conditions

1 Duty of fair presentation

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 that **You**:

- 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.

We will not cover any loss, **Damage**, liability or expense arising while **You** are not in compliance with this condition. This does not apply if **You** can prove that the non-compliance had no impact on the loss.

3 Unused buildings

When a building or part of a building covered 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.

We may then at **Our** option:

- a. cancel the **Policy** in accordance with the 'Cancelling the Policy' condition; or
- b. cancel the cover for any affected buildings; or
- c. amend the terms that apply to such buildings and charge an additional premium.

4 Claims – Your duties

When an incident occurs that may result in a claim it is a condition that **You** shall:

- a. take and permit to be taken 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** as soon as **You** become aware;

- d. within 30 days (21 days for **Damage** by riot, civil commotion, strikes or labour disturbances) give **Us** at **Your** expense any information (which may include a statutory declaration of the truth of the claim or any matter connected with it) **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 and summons 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.

You must also comply with any additional conditions in any applicable section of the **Policy**.

5 Claims – Our rights

We may:

- a. start, take over, defend and have sole conduct of 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.

Additional conditions can be found in specific sections of the **Policy**.

6 Alteration of risk

If after the start of this insurance there is a change to the property insured or to **Your** activities which materially increases the risk of **Damage**, accident or liability **You** must tell **Us** as soon as is reasonably possible.

This includes:

- 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).

We will then be entitled to cancel the **Policy** from the date of the alteration or impose special terms or charge an additional premium.

Additional requirements apply under the 'Unused buildings' condition.

7 Contribution by other insurance policies

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, Church council & trustee indemnity 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.

8 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.

9 Arbitration/Disagreements about the amount We will pay

If **We** agree to cover a claim or loss, but **We** and **You** cannot agree the amount that should be paid, any dispute as to the amount to be paid will be resolved through arbitration in accordance with the statutory provisions in force at the time by:

- a. an agreed arbitrator; or
- b. if an arbitrator cannot be agreed, an arbitrator appointed by the Chartered Institute of Arbitrators following a request from either party. Before making such request, the party must give 7 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.

This condition does not apply to the Legal expenses section.

10 Cancelling the Policy

In circumstances other than those in the 'Duty of fair presentation', 'Alteration of risk', 'Fraudulent claims' and 'Sanctions' Policy conditions **We** may cancel the **Policy**, or any section of it, by sending 7 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.

11 Long Term Undertaking and Rate Stability Agreement

Definition specific to this condition

Period of Agreement

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**:

- a. allowing a discount as specified in **Your** schedule off the premium; and
- b. 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:

- i. 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;
- ii. 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;

- iii. other than the circumstances described in i. and ii., **We** may only adjust the rates, cover, terms or conditions to appropriately reflect:
 - a. changes in **Your** activities;
 - b. any alteration which materially increases the risk of injury or **Damage** for which indemnity is provided by this **Policy**;
 - c. 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**;
 - d. material change in the availability, terms or cost to **Us** of reinsurance protection imposed upon **Us** by any reinsurers.

If **We** give **You** notice of **Our** intention to make adjustments in accordance with iii. a. to iii d. **You** may choose to either:

- (1) accept the adjustments and agree to continue this Agreement to the expiry of the **Period of Agreement** or;
- (2) cancel this Agreement provided that **You** exercise **Your** right to cancel within 28 calendar days of receipt of such notice or by **Your** renewal date whichever is sooner, failing which this Agreement shall continue throughout the **Period of Agreement**.

- iv. any increase in Insurance Premium Tax will be borne by **You**;
- v. this Agreement does not prejudice **Our** rights to cancel the **Policy** in accordance with the 'Duty of fair presentation', 'Alteration of risk', 'Fraudulent claims' or 'Cancelling the Policy' Policy conditions;
- vi. 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:

- a. **You** advise **Us** that **You** do not wish to renew the Agreement; or
 - b. **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.

12 Law applicable

In the United Kingdom the law allows both **You** and **Us** to choose the law applicable to this contract.

Unless **We** and **You** agree otherwise in writing the law which applies to this contract is the law which applies to the part of:

- a. the United Kingdom (England, Scotland, Wales and Northern Ireland); or,
 - b. the Channel Islands or the Isle of Man,
- in which **You** are based.

13 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.

14 Sanctions

We will 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 the risk of any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, the United Kingdom of Great Britain and Northern Ireland, Channel Islands, Isle of Man 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** will return a proportionate premium for the unexpired period of cover provided no claims have been paid or are outstanding.

15 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 or purported assignment or other dealing with or relating to this **Policy** or any section of this **Policy**.

Section 1 – Property damage

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

Definitions used in this section

Where these words or phrases appear in bold in this section of the **Policy**, they have the meaning shown below. Other defined words can be found in the 'Policy definitions'.

Act of Terrorism

1. **In respect of England, Wales and Scotland (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987)**

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 HM government in the United Kingdom or any other government de jure or de facto.

2. **In respect of all other areas**

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.

Buildings

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:

1. all stone and timber fixtures such as reredoses, lecterns, fonts, pulpits, screens, panelling, pews, stalls, chantries and mosaics;
2. all metal screens, railings, grilles, gratings and gates;
3. windows of plain, coloured, stained, painted or engraved glass;
4. piping, ducting, cables, wires and associated control gear and accessories on the **Premises** and extending to the public mains, but only to the extent of **Your** responsibility;
5. 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;
6. aerials, satellite dishes, wind turbines and solar panels all fixed to the buildings;
7. busts, effigies, tombs, monuments, memorials and shrines within the building up to the limit shown in the schedule;
8. organs including the casework, rectifiers and humidification equipment;
9. bells, clocks and carillons including frame and fittings, belonging to **You** or for which **You** are responsible.

Communion Plate

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

Contents

Contents including musical instruments, **Communion Plate**, vestments, furniture, furnishings, 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:

1. **Money**, credit or debit cards;
2. vehicles licensed for road use and their accessories, caravans, trailers, watercraft or aircraft;
3. clothing or **Personal Belongings**;
4. living creatures, trees, shrubs, plants or other vegetation;
5. any specified item or any item which is more specifically insured; or
6. explosives.

Heave

Upward movement of ground beneath the **Buildings** caused by soil expanding.

Insured Event(s)

Any insurable event shown as included in the schedule.

Item(s) Insured

Any insured item shown in the schedule.

Landslip

Downward movement of sloping ground.

Money

1. Current notes and coins;
2. Cheques (other than pre-signed blank cheques), postal or money orders and crossed bankers drafts;
3. Securities for money;
4. Unused postage stamps, trading stamps, holiday with pay stamps, National Savings stamps, National Insurance stamps not affixed to cards;
5. Travellers' cheques;
6. Giro payment orders;
7. Luncheon vouchers, gift tokens and consumer redemption vouchers;
8. National Savings Certificates, Premium Bonds, stamped National Insurance cards;
9. Vouchers in respect of credit and debit card sales, VAT purchase vouchers; and
10. Unused credit on postal franking machines, which belong to **You** or for which **You** are responsible.

Personal Belongings

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

Personal Belongings does not include:

1. **Money**;
2. bankers cards;
3. credit and debit cards.

Reinstatement Techniques and Materials

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 which may not be of the same period.

Subsidence

Downward movement of the ground beneath the **Buildings**.

Vermin

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

Cover

Where shown in the schedule, **We** will cover **You** against **Damage** to any **Item Insured** occurring:

1. at the **Premises**; or
2. anywhere else where cover is provided in this section, caused by an **Insured Event** during the **Period of Insurance**.

What is not covered

The following exclusions apply to all claims under this section. Additional exclusions can be found in the 'Policy exclusions' and against each specific insurable event.

1 Subsidence, heave or landslip

Damage caused by or consisting of **Subsidence, Heave or Landslip**.

2 Wet or dry rot

Damage caused by or consisting of wet or dry rot.

3 Moveable property in the open

Damage to moveable property in the open, other than where covered under the 'Property in the open' extension.

4 Consequential loss

Consequential loss of any kind.

5 Specifically insured

Property more specifically insured.

6 Terrorism

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.

continued

What is not covered

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**.

7 Date recognition

Definitions specific to this exclusion

Computer

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

Any of the insured events other than:

- 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** not otherwise excluded which itself results from a **Defined Peril**.

8 Pollution or contamination

Damage caused by pollution or contamination. However, this does not apply to:

- a. the cover under the 'Loss of oil, gas or water' extension;
- b. **Damage** caused by pollution or contamination which itself results from an **Insured Event**, other than 'Accidental damage'; or
- c. **Damage** caused by any **Insured Event**, other than 'Accidental damage', which itself results from pollution or contamination.

9 Infectious or communicable disease

Definition specific to this exclusion

Infectious or Communicable Disease

Any disease pandemic or epidemic including but not limited to any:

- virus;
- bacterium;
- parasite;
- other organism or infectious matter;
- any mutation or variation to any of the above;

continued

What is not covered

whether:

- living or dead;
 - natural or artificial;
 - officially declared an epidemic or pandemic or not;
- transmitted by any direct or indirect means (whether asymptomatic or not).

Loss, damage, liability, cost, expense or any other sum of whatsoever nature directly or indirectly caused by, resulting from, arising out of or related to or contributed to by:

- a. any **Infectious or Communicable Disease** including but not limited to:
 - i. the fear of a threat (whether actual or perceived) from an **Infectious or Communicable Disease**;
 - ii. contamination or fear of contamination (whether actual or perceived) of property by an **Infectious or Communicable Disease**,

but this shall not exclude direct physical loss or physical damage to insured property at the **Premises** occurring during the **Period of Insurance** resulting directly or indirectly from or caused by a peril otherwise insured by this policy;

- b. any action taken or failure to take action to prevent, control or respond to any **Infectious or Communicable Disease**.

Provided that

1. this exclusion applies regardless of any concurrent or contributory cause or event or occurrence in any sequence with any other cause or event;
2. in the event of any conflict between this exclusion and any other provision of this policy this exclusion shall always apply and take precedence over any such other provision;
3. where **We** apply this exclusion the burden of proving the contrary rests with the **Insured**.

10 Cyber

Definition specific to this exclusion

Time Element Loss

Business interruption, contingent business interruption or any other consequential losses.

Any loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by or resulting from, arising out of or in any connection with:

- a. any unauthorised access to or loss of, alteration of or damage to or a reduction in the functionality, availability or operation of a **Computer System** or any unauthorised access to or modification of **Data**.

Notwithstanding the provisions of this sub-paragraph a. and subject to all other terms and conditions and exclusions contained in this policy, this policy will provide cover for physical loss of or physical damage to property insured under this policy (not including **Data**) and any **Time Element Loss** directly resulting therefrom where such physical loss or physical damage is directly occasioned by any of the following perils provided always that such perils are otherwise insured by this policy:

continued

What is not covered

- i. fire, lightning or explosion;
- ii. impact by aircraft or vehicle or animal or falling objects;
- iii. wind, storm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow;
- iv. escape of water or oil;
- v. riot or civil commotion;
- vi. subsidence, heave or landslide;
- vii. theft or loss of insured property caused by persons physically present at both the time and location of such theft or loss;
- viii. vandalism or malicious acts causing physical damage to insured property caused by persons physically present at both the time and location of such damage;
- ix. accidental damage to insured property caused by persons physically present at both the time and location of such damage;

- b. any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data** including any amount pertaining to the value of such **Data**.

Notwithstanding the provisions of this sub-paragraph b. in the event that hardware or the data storage device of a **Computer System** insured under this policy sustains physical damage caused by a peril described in the proviso to paragraph a. above which results in damage to or loss of **Data** stored on that hardware or the data storage device then the damage to or loss of such **Data** shall be recoverable hereunder and the basis of valuation for the recovery of the damaged or lost **Data** under this policy shall be limited to the cost of reproducing **Data** provided that such costs are otherwise indemnifiable under this policy.

Such costs shall include all reasonable and necessary expenses incurred in re-creating, gathering and assembling such **Data** but shall not include the value of the **Data** whether to the **Insured** or any other party even if such **Data** cannot be recreated gathered or assembled;

- c. any:
 - i. unauthorised appropriation of **Data**;
 - ii. unauthorised transmission of **Data** to any third party;
 - iii. misrepresentation or use or mis-use of **Data**;
 - iv. operator error in respect of **Data**;
- d. any threat to carry out or perpetrate a hoax in respect of anything described in sub-paragraphs a. – c. above;
- e. any action taken or failure to take action to prevent, control, limit or respond to anything described in sub-paragraphs a. – d. above.

Insurable events

What is covered	What is not covered
1. Fire, lightning and explosion a. Fire (including underground fire), lightning or explosion. b. Spontaneous fermentation, heating or combustion of coal, coke or wood blocks.	
2. Aircraft Aircraft and other aerial devices or items dropped from them.	
3. Riot Riot, civil commotion, strikers, locked out workers or people taking part in labour disturbances.	Damage: 1. arising from cessation of work; or 2. arising from confiscation, destruction or requisition by order of the government or any public authority; or 3. to any Unused Building .
4. Malicious persons Any person acting maliciously.	Damage: 1. by theft or attempted theft; 2. caused by risks described in the Insurable event of Fire, lightning and explosion; 3. arising from cessation of work; 4. arising from confiscation, destruction or requisition by order of the government or any public authority; or 5. to any Unused Building .
5. Earthquake	
6. Storm	Damage: 1. caused 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; 2. caused by frost; 3. attributable solely to change in the water table level; 4. to fences or gates (other than lych-gates); 5. by the entry of rainwater due solely to the theft or attempted theft of external metal; or 6. to any Unused Building .

What is covered	What is not covered
<p>7. Flood</p> <p>Flood caused by:</p> <ul style="list-style-type: none"> a. the escape of water from the normal confines of any natural or artificial watercourse or lake, reservoir, canal or dam; or b. inundation from the sea. 	<p>Damage:</p> <ul style="list-style-type: none"> 1. caused by frost; 2. attributable solely to change in the water table level; 3. to fences or gates (other than lych-gates); 4. caused by the escape of water from any tank, apparatus or pipe; or 5. to any Unused Building.
<p>8. Escape of water</p> <p>Escape of water from any tank, apparatus or pipe including Damage to any water tank, apparatus or pipe itself which is caused by freezing of water.</p>	<p>Damage:</p> <ul style="list-style-type: none"> 1. caused by water discharged or leaking from an installation of automatic sprinkler systems, water mist systems or other similar water based fire suppression systems; or 2. to any Unused Building.
<p>9. Impact</p> <p>Impact by any:</p> <ul style="list-style-type: none"> a. road or rail vehicle; or b. animal. 	
<p>10. Escape of oil</p> <p>Escape of oil from any fixed oil fired heating installation or storage tank.</p>	<p>Damage to any Unused Building.</p>

What is covered	What is not covered
<p>11. Accidental damage</p> <p>Any other Damage caused accidentally.</p>	<p>Damage:</p> <ol style="list-style-type: none"> 1. which is: <ol style="list-style-type: none"> a. more specifically covered by another insurable event; b. excluded under any other insurable event; or c. excluded elsewhere in this section; 2. caused by or consisting of: <ol style="list-style-type: none"> a. inherent vice or latent defect; b. wear and tear, rust, dust, fungus or any other gradually operating cause; c. depreciation; d. atmospheric or climatic conditions; e. the property's own faulty or defective design or materials; or f. faulty or defective workmanship by You or any of Your employees. <p>However, this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded;</p> 3. caused by Vermin. This does not apply to Damage caused by an identifiable, sudden and unforeseen incident which takes place at a specific moment in time; 4. to property resulting from its undergoing any process of cleaning, dyeing, restoration, testing, commissioning, servicing or repair; 5. consisting of mechanical or electrical breakdown; 6. to electrical valves, bulbs or tubes unless the equipment in which they are contained is damaged at the same time; 7. to a Building or structure caused by its own collapse or cracking; 8. to paths, car parks, drives, paved and other hardstanding areas, unless the main building is damaged at the same time; 9. to wind turbines and solar panels; 10. caused by or consisting of disappearance, unexplained or inventory shortage, misfiling or misplacing of information; 11. to fences and gates (other than lych-gates) by wind, rain, hail, sleet or snow; 12. to any Unused Building.

What is covered	What is not covered
<p>12. Falling trees</p> <p>Falling trees, branches, telegraph poles, lamp posts or pylons.</p>	
<p>13. Falling aerials</p> <p>Breakage or collapse of:</p> <ul style="list-style-type: none"> a. television and radio receiving aerials, aerial fittings and masts; b. satellite dishes, wind turbines, solar panels, photovoltaic panels; and c. security equipment, attached to a building. 	
<p>14. Theft or attempted theft</p> <p>Theft or attempted theft including the following subject to the limits shown in the schedule:</p> <ul style="list-style-type: none"> a. theft or attempted theft of Contents; b. theft or attempted theft of Contents in unlocked outbuildings; c. theft or attempted theft of external metal; d. subsequent Damage arising as a result of the theft or attempted theft of external metal. 	<p>Theft or attempted theft:</p> <ul style="list-style-type: none"> 1. of parts of the Building or its fixtures (including external metal) occurring when scaffolding is erected at the Premises unless We have agreed in writing to continue cover; 2. of any item from an Unused Building; 3. resulting in Damage to any Unused Building.
<p>15. Glass, sanitary fixtures and signs</p> <p>Accidental breakage of glass, sanitary fixtures or signs including the reasonable cost of:</p> <ul style="list-style-type: none"> a. repairing framework following breakage of the glass; b. necessary boarding-up pending replacement of the glass; c. in the case of multiple glazing the additional cost of re-creating vacuums or the purchase and installation of new sealed units. 	<p>Damage:</p> <ul style="list-style-type: none"> 1. which is: <ul style="list-style-type: none"> a. more specifically insured by any other insurable event; b. excluded by any other insurable event; c. excluded elsewhere in this section; 2. to glass while not fixed; 3. caused by or traceable to alterations to the: <ul style="list-style-type: none"> a. Premises; or b. glass, being carried out by You, Your employees or by Authorised Volunteers where the risk of Damage is increased; 4. to bulbs or tubes, unless the signs in which they are contained are damaged at the same time; or 5. to any Unused Building.

Basis of settlement

We will pay for	We will not pay for
<p>Buildings</p> <p>1. For Damage to Buildings, We will at Our option:</p> <ul style="list-style-type: none">a. pay the cost to repair Buildings;b. pay the cost to replace the Buildings if the Damage is beyond repair; orc. arrange for repair work to be carried out. <p>2. The amount We pay will be:</p> <ul style="list-style-type: none">a. the cost of repair using Reinstatement Techniques and Materials; orb. the provision of a modern equivalent building. With Our consent, You can rebuild on another site, provided it does not cost more to do so. <p>3. We will not deduct any amount for wear and tear unless:</p> <ul style="list-style-type: none">a. the Buildings are in a poor state of repair or decoration;b. there is unnecessary delay in carrying out the work; orc. repair or replacement is not carried out. <p>Contents</p> <p>1. For Damage to Contents, We will at Our option:</p> <ul style="list-style-type: none">a. replace the damaged item;b. pay the cost to replace the item as new; orc. for items that can be economically repaired, pay for the cost of the repair. <p>2. Where We pay the cost of repair, We will only pay for repairs that are practicable.</p> <p>3. We will not deduct any amount for wear and tear, other than for items covered under the 'Personal belongings' extension.</p>	<p>In respect of 1.:</p> <p>Undamaged parts of the Buildings (except the foundations of damaged parts).</p> <p>Any value attaching to an item by reason of its antiquity.</p>

We will pay for	We will not pay for
<p>Buildings and Contents</p> <p>Fees and debris removal</p> <p>In addition to the costs of repair and replacement, We will pay:</p> <ol style="list-style-type: none"> reasonable architects' surveyors' consulting engineers' and other professional fees; and the cost of removing debris, dismantling, demolition, shoring-up or propping. <p>We will also pay the necessary costs and expenses incurred by You with Our consent to remove fallen trees within the grounds of the Premises provided that:</p> <ol style="list-style-type: none"> the trees have fallen as a result of an Insured Event; and 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. <p>Government and Public Authorities (including undamaged portions)</p> <p>The additional cost of reinstating the destroyed or damaged property and undamaged portions, as may be incurred solely by reason of the necessity to comply with the stipulations of:</p> <ol style="list-style-type: none"> United Kingdom legislation; or building or other regulations under, or framed in pursuance of, any Act of Parliament or bye-laws of any public authority <p>(from now on referred to as "the Stipulations").</p>	<p>In respect of a.:</p> <p>Fees or any other costs incurred in the preparation of a claim.</p> <p>In respect of b.:</p> <ol style="list-style-type: none"> Costs incurred to remove debris, other than from the site of the damaged property and the area immediately adjacent to such site; or Costs arising from pollution or contamination of property not insured by this section. <ol style="list-style-type: none"> The cost incurred in complying with the Stipulations: <ol style="list-style-type: none"> for Damage before the start of the policy; for Damage that is not covered by this section; under which notice has been served upon You prior to the happening of the Damage; for which there is an existing requirement which has to be implemented within a given period. 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. The amount of any charge or assessment arising out of capital appreciation arising as a result of compliance with the Stipulations.

Conditions applicable to the Government and Public Authorities clause

1. Reinstatement work must be commenced and carried out without unreasonable delay, and in any case must be completed within:
 - a. 12 months after the **Damage**; or
 - b. any other time period **We** allow (during the said 12 months).
2. The work may be carried out upon another site, if required by the Stipulations, provided that **Our** liability under this basis of settlement is not increased.
3. If **Our** liability under the **Policy**, apart from this clause, is reduced by the application of any of the terms and conditions of the **Policy**, then **Our** liability under this clause (in respect of any such item) shall be reduced by the same proportion.
4. The most **We** will pay under this clause is:
 - a. 15% of the Loss limit for the corresponding item; 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.
5. **We** will not pay more than the Loss limit for any **Item Insured**.
6. All other terms of the **Policy** apply.

72-Hour provision

All individual losses arising out of the insurable events of Storm, Flood or Earthquake occurring continuously or intermittently within 72 consecutive hours is deemed to be one event and one **Excess** will apply.

We will decide when the date and time that any such period of 72 hours starts.

Limit

Subject to any limits shown in the **Policy**, the most **We** will pay in the **Period of Insurance** for **Damage** to **Buildings** and/or **Contents** is the Loss limit shown in the schedule, as adjusted for inflation protection, plus any extensions stated as being in addition to the Loss limit.

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, but **We** will only do this if:

- 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 **We** require; and
- c. **You** complete any improvements to security or other measures **We** 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 by **You**.

Third party interests

Hire agreement

If any **Item Insured** by this section is the subject of hire agreements, **We** will include the interest of the owners in any cover provided by this section.

You must provide the name of any interested party in the event of a claim.

Other interests

The interest of any party who has legal interest in the property insured, or any portion of it, is noted.

Contractors' interest

This clause is provided only if **You** are covered under the 'Minor contract works' extension.

Where **You** are required under the terms of any contract covering works at the **Buildings** to insure the **Building** and **Contents** in the joint names of **You** and any contractor or sub-contractor, the interest of the contractor or sub-contractor is noted.

You must notify **Us** of any works exceeding the limit given by the 'Minor contract works' extension and pay any additional premium **We** may require.

Non-invalidity

The cover under this section will not be invalidated by any act, omission or alteration which increases the risk of **Damage** but which was unknown to **You** or was beyond **Your** control.

You must let **Us** know immediately if **You** become aware of any such act, omission or alteration and pay an additional premium if required.

Extensions

Unless specifically stated otherwise, all extension limits are within and not in addition to the Loss limit for this section of the **Policy**.

The cover under this section is extended to include the following (subject to the **Excess** applying to the **Insured Event** causing the **Damage**).

What is covered	What is not covered
<p>1. Communion plate and other property away from the premises</p> <p>a. Damage by an Insured Event to:</p> <ul style="list-style-type: none"> i. Communion Plate; ii. Contents in transit to or from a bank or whilst temporarily removed for cleaning, renovation, repair or other similar purpose to any other premises and in transit between such locations, whilst anywhere within the Geographical Limits. iii. office equipment belonging to You or for which You are responsible situated in an office away from the Premises or in Your home or the home of Your employee or a responsible parishioner. <p>b. Damage by any insurable event to the following items whilst in the care of an employee of Yours or an Authorised Volunteer:</p> <ul style="list-style-type: none"> i. other portable items of Contents whilst anywhere within the Geographical Limits; ii. other specified items of Contents as detailed in the schedule whilst anywhere in the area covered as shown in the schedule. <p>The limit(s) for part b.ii. above is in addition to the Loss limit stated in Your schedule.</p> <p>Limit As shown in the schedule.</p>	<p>In respect of a. and b.:</p> <p>Damage:</p> <ul style="list-style-type: none"> 1. by theft or attempted theft to property left in an unattended vehicle, unless: <ul style="list-style-type: none"> a. the property is hidden from view; b. all windows and sunroofs are securely closed; and c. the boot and all doors are locked; 2. to a trailer or caravan whilst attached to or being towed by a vehicle; <p>In respect of b.:</p> <p>Damage which is specifically excluded under any insurable event.</p>

What is covered	What is not covered
<p>2. Personal belongings</p> <p>Damage by an Insured Event to Personal Belongings:</p> <ul style="list-style-type: none"> a. belonging to You, Your employees, Authorised Volunteers, visiting clergy or visiting choristers whilst engaged in Your business or authorised activities anywhere in the Geographical Limits. <p>Limit As shown in the schedule.</p> <ul style="list-style-type: none"> b. belonging to any member of a party travelling with Your authority on a tour organised by You anywhere in the world. <p>Limit As shown in the schedule.</p> <p>When We pay a claim under this extension, We will make an appropriate deduction for wear and tear.</p> <p>The limits provided by this extension are in addition to the Loss limit stated in Your schedule.</p>	<p>Damage by theft or attempted theft to property left in an unattended vehicle, unless:</p> <ul style="list-style-type: none"> 1. the property is hidden from view; 2. all windows and sunroofs are securely closed; and 3. the boot and all doors are locked.
<p>3. Prizes and donated goods</p> <p>Damage by an Insured Event to prizes and donated goods to be used for fund raising events whilst in the custody of:</p> <ul style="list-style-type: none"> a. You; b. Your employee; or c. an Authorised Volunteer, anywhere in the Geographical Limits. <p>Limit As shown in the schedule.</p>	<ul style="list-style-type: none"> 1. Damage by theft or attempted theft to property left in an unattended vehicle, unless: <ul style="list-style-type: none"> a. the property is hidden from view; b. all windows and sunroofs are securely closed; and c. the boot and all doors are locked. 2. Money, credit or debit cards.

What is covered	What is not covered
<p>4. Exhibitions, festivals and events</p> <p>Damage by an Insured Event to the following items and equipment:</p> <ul style="list-style-type: none"> 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. <p>It is a condition precedent to Our liability 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.</p> <p>We will not cover any Damage caused by theft, attempted theft or malicious persons arising while You are not in compliance with this condition. This does not apply if You can prove that the non-compliance had no impact on the loss.</p> <ul style="list-style-type: none"> 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. <p>Limit As shown in the schedule.</p>	<p>Damage by theft or attempted theft to property left in an unattended vehicle, unless:</p> <ul style="list-style-type: none"> 1. the property is hidden from view; 2. all windows and sunroofs are securely closed; and 3. the boot and all doors are locked.
<p>5. Damage by the emergency services</p> <p>Damage caused by the emergency services:</p> <ul style="list-style-type: none"> a. at any part of the Premises; b. to Items Insured; or c. to the grounds, <p>for which You are responsible.</p> <p>Limit As shown in the schedule.</p>	<p>Damage caused by police raids.</p>

What is covered	What is not covered
<p>6. Property in the open</p> <p>Damage by an Insured Event to the following property in the churchyard and grounds:</p> <ul style="list-style-type: none"> a. Lawnmowers and other groundsperson'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 for which You are responsible. <p>Limit As shown in the schedule.</p>	
<p>7. Headstones and monuments</p> <p>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.</p> <p>We will only provide this cover if:</p> <ul style="list-style-type: none"> a. such headstone, monument or memorial is in a premises or churchyard under Your control; b. before You present a claim under the Policy, You take reasonable steps to recover the cost of making the item safe from those responsible for its upkeep. <p>If You make a recovery after We have paid a claim under this extension, You must pay to Us an amount equal to the recovery or the amount We have paid, whichever is the smaller.</p> <p>Limit As shown in the schedule.</p>	<p>The cost of repairing the item.</p>

What is covered	What is not covered
<p>8. Alterations and additions</p> <p>Cover under this section for Buildings and Contents is extended to include:</p> <ul style="list-style-type: none"> a. alterations and additions to the covered property, but not any appreciation in value; and b. newly acquired property anywhere in the Geographical Limits that is not otherwise insured. <p>We will only provide this cover if You:</p> <ul style="list-style-type: none"> i. notify Us as soon as practicable and arrange for the alteration, addition or acquisition to be specifically insured by this Policy; and ii. pay any additional premium that is required from the date of the alteration, addition or acquisition. <p>Limit As shown in the schedule.</p> <p>The limit provided by this extension is in addition to the Loss limit stated in Your schedule.</p>	<p>Property which is bequeathed to You.</p>
<p>9. Bequeathed property</p> <p>Damage by an Insured Event to material property anywhere in the Geographical Limits which is bequeathed to You. Cover starts from the commencement date of Your interest in the property, provided it is not insured elsewhere.</p> <p>Within 3 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.</p> <p>If You arrange to insure such property with Us, You must pay any additional premium We require from the date the legal title of the property passed to You.</p> <p>Limit As shown in the schedule.</p> <p>The limit provided by this extension is in addition to the Loss limit stated in Your schedule.</p>	<p>Damage to:</p> <ol style="list-style-type: none"> 1. vehicles licensed for road use, or their accessories; 2. trailers, caravans, watercraft or aircraft; 3. cash or money instruments of any description whether negotiable or non-negotiable; 4. any building which is vacant, untenanted, empty or unfurnished unless caused by the insurable events of Fire, lightning, explosion, Aircraft, Earthquake, Impact, Falling trees or Falling aerials.

What is covered	What is not covered
<p>10. Lock replacement following loss or theft of keys</p> <p>If the keys to Your Premises are lost or stolen We will pay the costs incurred to:</p> <ul style="list-style-type: none"> a. gain access to the Premises; b. replace locks at the Premises including locks of safes or strongrooms in the Premises; c. replace any duplicate keys following b. above in the same quantity as existed prior to the loss. <p>Limit As shown in the schedule.</p>	
<p>11. Frozen food</p> <p>The cost of replacing the contents of Your deep freeze cabinets or refrigerators at the Premises following Damage caused by:</p> <ul style="list-style-type: none"> a. a rise or fall in temperature; or b. contamination from refrigerant or refrigerant fumes. <p>We will also pay the reasonable and necessary costs of hiring temporary alternative freezing space.</p> <p>Limit As shown in the schedule.</p>	<p>Damage:</p> <ul style="list-style-type: none"> 1. resulting from the deliberate act of any power supply authority or the withholding or restricting of power by such an authority; 2. caused by wilful neglect; or 3. 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.
<p>12. Sewers and drains</p> <p>This extension is provided only if You are covered under the insurable event of Escape of water.</p> <p>Accidental Damage to the sewers and drains serving the Premises for which You are responsible for the cost of repair. This includes the cost of clearing blockages.</p> <p>Limit As shown in the schedule.</p>	

What is covered	What is not covered
<p>13. Trace and access</p> <p>This extension is provided only if You are covered for the incident that causes the Damage.</p> <p>We will pay the reasonable and necessary costs and expenses incurred by You with Our consent to:</p> <ul style="list-style-type: none"> a. locate the source of Damage caused by an escape of oil or water from any fixed water or heating system in the Buildings; and b. repair any Damage caused by a. above. <p>Limit As shown in the schedule.</p>	
<p>14. Loss of oil, gas or water</p> <p>We will pay for:</p> <ul style="list-style-type: none"> 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 You are covered under the insurable event Theft or attempted theft; and d. the cost of decontaminating the grounds of Your Premises following accidental discharge of oil from any oil fired heating installation or storage tank. <p>Limit As shown in the schedule.</p>	

What is covered	What is not covered
<p>15. Minor contract works</p> <p>Definitions specific to this extension</p> <p>Contract Works The permanent or temporary alteration or improvement works executed, or in the course of execution, at the Premises by You or on Your behalf, including unfixed site materials at the Premises for use in connection with such works.</p> <p>Insured Contract</p> <ol style="list-style-type: none"> 1. 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 2. with Our prior written agreement any similar contract. <p>Cover under this section for each Buildings item extends to include Contract Works for which You are responsible under the terms of an Insured Contract but only to the extent of the cover provided by this section and provided that this insurance shall only apply insofar as the Contract Works are not otherwise insured.</p> <p>Limit The most We will pay under this extension (inclusive of all professional fees and VAT where applicable) is the amount shown in the schedule in respect of all losses or series of losses arising directly from the same originating cause.</p> <p>The limit provided by this extension is in addition to the Loss limit stated in Your schedule.</p> <p>Off-site storage</p> <p>The limit for this extension includes materials or goods designated to be included in the Contract Works whilst temporarily held in store away from the contract site.</p> <p>Limit As shown in the schedule.</p>	<p>In respect of off-site storage: Damage to materials or goods away from the contract site whilst such items are being worked upon.</p>

Explanatory notes applicable to Minor contract works (not forming part of the policy)

1. The cover provided for the contract works under this extension is on the same basis as the cover you have arranged for your buildings under this section and the Terrorism section (if insured). This means that if you have chosen not to insure your buildings under all insurable events, the contract works cover will also only cover the insurable events you have chosen. You should check your schedule for the extent of your cover and discuss this with your architect.
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 insurance.

What is covered	What is not covered
<p>16. Archaeological costs</p> <p>Definitions specific to this extension</p> <p>Archaeological Rescue Work Any archaeological exercise concerned with the recording of information which would otherwise be lost or in danger of being lost.</p> <p>Archaeological Research Work Any other archaeological exercise other than Archaeological Rescue Work.</p> <p>The reasonable and necessary on-site costs of Archaeological Rescue Work, including the recording of standing and collapsed fabric and damaged floor surfaces, incurred with Our consent as a result of Damage to the Buildings by any Insured Event.</p> <p>Limit As shown in the schedule.</p>	<p>The costs of:</p> <ol style="list-style-type: none"> 1. Archaeological Research Work which is not a necessary part of the process of repair or rebuilding; 2. analysis of data resulting from Archaeological Rescue Work, other than to the extent that such costs are a necessary and integral part of the process of repair or rebuilding; 3. conservation or scientific analysis of materials or objects retrieved in the course of archaeological exercise; or 4. the excavation of below-ground deposits.

What is covered	What is not covered
<p>17. Extinguisher and alarm resetting expenses</p> <p>Cover under this section is extended to include the reasonable and necessary costs incurred by You to:</p> <ul style="list-style-type: none"> a. refill fire extinguishing appliances; b. replace the heads of sprinkler systems, water mist systems or other similar water based fire suppression systems; and c. reset fire or intruder alarm systems, as a direct result of their activation following an Insured Event. <p>Limit As shown in the schedule.</p>	
<p>18. Planning (Listed Buildings and Conservation Areas) Act 1990</p> <p>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 covered under this section, should these costs exceed the Loss limit.</p> <p>Limit As shown in the schedule.</p> <p>The limit provided by this extension is in addition to the Loss limit stated in Your schedule.</p>	
<p>19. Fly tipping</p> <p>The reasonable and necessary costs and expenses incurred by You to clear, treat and remove anything illegally or maliciously deposited at the Premises.</p> <p>Limit As shown in the schedule.</p>	<p>Fly tipping at any Unused Premises.</p>

What is covered	What is not covered
<p>20. Loss avoidance measures</p> <p>The costs incurred by You to take reasonable but exceptional measures to prevent or mitigate impending Damage that would be covered under this section.</p> <p>We will only cover such costs:</p> <ul style="list-style-type: none"> a. if We are satisfied that Damage has been prevented or mitigated; b. on the basis that the terms, conditions and exclusions of this section and the Policy apply as if Damage had occurred; and c. provided that the amount We will pay will be no greater than the cost of Damage which would have otherwise occurred. <p>Limit As shown in the schedule.</p>	
<p>21. Removal of wasp, bee or hornet nests</p> <p>We will pay the reasonable and necessary costs incurred by You in removing wasp, bee or hornet nests from the Buildings that are first discovered during the Period of Insurance.</p> <p>Limit As shown in the schedule.</p>	
<p>22. Environmental improvements</p> <p>If following Damage to Buildings that is covered under this section, You decide with Our consent to rebuild the Premises in a manner that aims to reduce potential harm to the environment or improve energy efficiency (beyond the minimum standard required to comply with Building or other Regulations), We will pay these rebuilding costs.</p> <p>We will only cover such costs provided that if Our liability is reduced by the application of any terms or conditions of this Policy, Our liability under this extension will be reduced by the same proportion.</p> <p>Limit As shown in the schedule.</p>	<ul style="list-style-type: none"> 1. The costs of work that prior to the Damage: <ul style="list-style-type: none"> a. You had already planned to carry out; or b. You had been notified to carry out by any relevant authority. 2. Any additional costs for replacing undamaged property. 3. The amount of any charge, tax or assessment arising out of capital appreciation arising from the works funded by this extension. 4. The cost of any works or materials that in Our view increases: <ul style="list-style-type: none"> a. the risk of future Damage; or b. the potential extent of future Damage.

Section 2 – Loss of income

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

Definitions used in this section

Where these words or phrases appear in bold in this section of the **Policy**, they have the meaning shown below. Other defined words can be found in the 'Policy definitions'.

Damage

Unless stated otherwise in the schedule, destruction or damage caused by those events which are insured by any corresponding section of this **Policy** covering damage to property.

Income

The money paid or payable to **You** including donations, collections, rent and hire charges.

Indemnity Period

The period beginning with the occurrence of the **Damage** and ending no later than the expiry of the maximum indemnity period during which **Your** normal activities are affected as a result of the **Damage**.

Insured Property

Any property covered under the Property damage section and used by **You** at the **Premises**.

Vermin

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

What is covered	What is not covered
If Your usual activities at the Premises are interrupted or interfered with as a direct result of Damage to Insured Property during the Period of Insurance , We will cover Your loss of Income .	<ol style="list-style-type: none"> Unnecessary delay Loss where there is unnecessary delay on Your part in repairing or replacing the property. Archaeological exercise Loss due to archaeological exercise except as provided for under the 'Archaeological digs' extension of this section. Non-covered damage Loss arising from Damage that is not covered under the Property damage section (other than the 'Consequential loss' exclusion or where solely due to the deduction of the Excess).

Limit of liability

The most **We** will pay for any one event is the limit of liability shown in the schedule.

Basis of settlement

1. **We** will pay:

a. **Loss of income**

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 into account any **Income You** earn from conducting **Your** activities elsewhere during the **Indemnity Period**.

b. **Additional expenditure**

extra expenses **You** necessarily and reasonably incur during the **Indemnity Period** to minimise interruption of or interference with **Your** normal activities. This includes:

- i. additional costs of moving to and from a temporary location;
- ii. the additional rent, rates and taxes for such location;
- iii. expenses incurred in equipping a temporary location to make it suitable for **Your** use;
- iv. additional costs of lighting, heating and water; and
- v. additional staff costs.

We will take into account any savings during the **Indemnity Period** from expenses payable out of **Income** which stop or are reduced as a result of the **Damage**.

2. **Professional accountants' charges**

If **We** need evidence for dealing with a claim, **We** will accept a report from **Your** professional accountants.

We will pay **You** the reasonable charges payable by **You** to **Your** professional accountants for producing any information **We** request.

The limit for these charges is included within the overall limit of liability for this section.

Extensions

Unless specifically stated otherwise all limits are included within and not in addition to the limit of liability for this section.

The cover under this section is extended to include loss resulting from interruption of or interference with **Your** usual activities carried on at the **Premises** as a result of the following.

What is covered	What is not covered
1. Prevention of access – Damage The prevention or restriction of access to the Premises by Damage to neighbouring property. Limit As shown in the schedule.	<ol style="list-style-type: none"> 1. Any loss covered under the 'Utility suppliers' premises' extension. 2. Any period when access to the Premises was not prevented or restricted.

What is covered	What is not covered
<p>2. Prevention of access – Non-damage</p> <p>Access to or use of the Premises being prevented or hindered by:</p> <ol style="list-style-type: none"> any action of government, police or a local authority due to an emergency which could endanger human life or neighbouring property; any bomb scare at or in the vicinity of the Premises. <p>Limit As shown in the schedule.</p> <p>Conditions</p> <ol style="list-style-type: none"> For the purpose of part b. of this extension the Terrorism exclusion does not apply. The maximum indemnity period under this extension will not exceed 3 months. 	<ol style="list-style-type: none"> Any restriction of use of less than 4 hours. Any period when access to the Premises was not prevented or hindered. 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 food poisoning, defective drains or other sanitary arrangements. Closure or restriction in the use of the Premises due to Vermin.
<p>3. Food poisoning, defective sanitation, vermin, murder or suicide</p> <p>The prevention or restriction of access to or closure of the Premises on the order or advice of the Police, Environmental Health or other similar enforcement agency as a direct consequence of:</p> <ol style="list-style-type: none"> any injury or illness sustained by any person arising from or traceable to food or drink poisoning which is directly traceable to food or drink provided at the Premises; any accident causing defects in drains or other sanitary arrangements at the Premises; any discovery of Vermin at the Premises; murder, rape or suicide at the Premises; <p>Provided that:</p> <ol style="list-style-type: none"> We shall only be liable for the loss arising at premises You occupy, and which are directly affected by the occurrence discovery or accident; extensions which deem Damage at other locations to be Damage at the Premises shall not apply to this cover. <p style="text-align: right;">continued</p>	<p>Costs incurred in the cleaning, repair, replacement, recall or checking of property.</p>

What is covered	What is not covered
<p>Limit As shown in the schedule.</p> <p>Condition The maximum indemnity period for this extension will not exceed 3 months.</p>	
<p>4. Suppliers' premises</p> <p>Damage at the premises of any of Your suppliers within the Geographical Limits.</p> <p>Limit As shown in the schedule.</p>	<p>Damage at the premises of any electricity, gas, water or telecommunications services supplier.</p>
<p>5. Utility suppliers' premises</p> <p>Damage at any of the following:</p> <ul style="list-style-type: none"> a. generating station or sub-station of Your electricity supplier; b. land-based premises of Your gas supplier or any directly linked natural gas producer; c. water works or pumping station of Your water supplier; d. land-based premises of Your telecommunications service provider. <p>Limit As shown in the schedule.</p>	
<p>6. Failure of utility supply – Pipes and cables</p> <p>Failure of the supply to Your Premises of electricity, gas or water.</p> <p>Limit As shown in the schedule.</p>	<ul style="list-style-type: none"> 1. The deliberate act of the supplier in withholding or restricting supply. 2. Any restriction caused by strikes or labour disputes. 3. Any restriction of use of less than 4 hours. 4. Any failure due to drought. 5. Other atmospheric and weather conditions unless failure is due to Damage caused by such conditions.

What is covered	What is not covered
<p>7. Failure of telecommunication services</p> <p>Failure of the telecommunication services at the Premises following Damage of or to telecommunications property anywhere in the Geographical Limits.</p> <p>Limit As shown in the schedule.</p>	<ol style="list-style-type: none"> 1. Any restriction caused by strikes or labour disputes. 2. Any restriction of use of less than 4 hours. 3. The failure of any telecommunication services received via satellite.
<p>8. Computer equipment</p> <p>Definition specific to this extension</p> <p>Computer Equipment Any electronic computer or other data processing equipment including:</p> <ol style="list-style-type: none"> a. all forms of electronic, magnetic and optical tapes and discs; and b. software and peripherals used in conjunction with such equipment, which You own or are responsible for. <p>a. Reinstatement of data</p> <p>We will pay costs necessarily and reasonably incurred by You to reinstate data that is lost or damaged as a consequence of Damage to Computer Equipment at Your Premises.</p> <p>Limit As shown in the schedule.</p> <p>The limit provided by part a. of this extension is in addition to the limit of liability stated in Your schedule.</p> <p>b. Computers – Increased cost of working</p> <p>We will pay costs necessarily and reasonably incurred by You for the sole purpose of avoiding or minimising any interruption or interference to Your computer operations as a result of Damage to Computer Equipment at Your Premises.</p> <p>Limit As shown in the schedule.</p> <p style="text-align: right;">continued</p>	<p>In respect of a.:</p> <ol style="list-style-type: none"> 1. Losses discovered later than 180 days after the loss occurred. 2. Loss or damage to software. 3. The costs of reinstating data, other than to electronic, magnetic or optical tapes and discs for use in Computer Equipment.

What is covered	What is not covered
<p>Condition applicable to a. Reinstatement of data</p> <p>Back-up records</p> <p>It is a condition precedent to Our liability that You:</p> <ol style="list-style-type: none"> 1. maintain at least 2 generations of verified back-up computer records; 2. ensure the back-ups are taken at intervals of less than 48 hours; 3. keep at least 1 back-up off-site; 4. take all reasonable precautions to store and maintain records in accordance with the manufacturers advice. <p>We will not cover any loss arising while You are not in compliance with this condition. This does not apply if You can prove that the non-compliance had no impact on the loss.</p>	
<p>9. Book debts</p> <p>If following Damage to Your records at the Premises, You are unable to trace outstanding debit balances owed to You We will pay:</p> <ol style="list-style-type: none"> a. the difference between the total outstanding debit balances and the total of the amounts received or traced in respect of such balances; b. the additional expenditure incurred with Our prior consent to trace and establish debit balances owed to You after the Damage; and c. reasonable and necessary professional accountants' charges to provide evidence required by Us in support of a claim. <p>Limit</p> <p>As shown in the schedule.</p> <p>The limit provided by this extension is in addition to the limit of liability stated in Your schedule.</p> <p style="text-align: right;">continued</p>	<p>Loss arising from misfiling, erasure, distortion, deliberate falsification of records, or from bad debts.</p>

What is covered	What is not covered
<p>Condition</p> <p>It is a condition precedent to Our liability that You:</p> <ol style="list-style-type: none"> 1. keep a record of the total amount outstanding to You at the end of each month; and 2. deposit the record in a building other than where the original is kept, within 30 days of the end of each month. <p>We will not cover any loss arising while You are not in compliance with this condition. This does not apply if You can prove that the non-compliance had no impact on the loss.</p>	
<p>10. Events and exhibitions away from the premises</p> <p>Damage:</p> <ol style="list-style-type: none"> a. occurring at any premises not normally occupied by You 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 a fund raising event, exhibition or other activity whilst anywhere within the Geographical Limits including whilst in transit by road, rail or inland waterway. <p>Limit As shown in the schedule.</p>	
<p>11. Church event – Cancellation</p> <p>Definitions specific to this extension</p> <p>Abandonment The inability to complete the Event once commenced.</p> <p>Cancellation The inability to proceed with the Event.</p> <p>Event Any event arranged by You to be held at the Premises or elsewhere within the Geographical Limits.</p> <p style="text-align: right;">continued</p>	<p>Cancellation, Abandonment or Postponement arising from:</p> <ol style="list-style-type: none"> 1. the withdrawal, insufficiency or lack of finance however caused; 2. the financial failure of any fundraising venture; 3. lack of or inadequate receipts, sales or profits of any fundraising venture; 4. financial default, insolvency or failure to pay of any party; 5. lack of or inadequate response or support or withdrawal of support by any party; <p style="text-align: right;">continued</p>

What is covered	What is not covered
<p>Postponement The unavoidable deferment of the Event to another time.</p> <p>We will pay any irrecoverable costs or expenses which have been or will be incurred by You as a result of the:</p> <ul style="list-style-type: none"> a. Abandonment; b. Cancellation; or c. Postponement, <p>of the whole Event arising from any cause beyond Your control or beyond the control of any other financial supporters of the Event.</p> <p>We will deduct any income You have received from any source in connection with the staging of the Event.</p> <p>Limit As shown in the schedule.</p> <p>This is in addition to any amount which may be recoverable under the 'Events and exhibitions away from the premises' extension.</p> <p>The limit provided by this extension is in addition to the limit of liability stated in Your schedule.</p>	<ul style="list-style-type: none"> 6. lack of or inadequate attendance or insufficient interest prior to attendance; 7. weather conditions; 8. any work being carried out by builders or other contractors which renders the venue or its facilities totally or partially unusable; 9. the death, injury or illness of any Insured or pre-booked caterer, speaker, entertainer or musician over the age of 75 years; 10. the order of a competent public authority.
<p>12. Archaeological digs</p> <p>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 as a result of Damage, We will include the loss resulting from the increased interruption or interference within Your claim under this section.</p> <p>Limit As shown in the schedule.</p>	

Section 3 – Money

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

Definitions used in this section

Where these words or phrases appear in bold in this section of the **Policy**, they have the meaning shown below. Other defined words can be found in the ‘Policy definitions’.

Act of Terrorism

1. **In respect of England, Wales and Scotland (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987)**

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 HM government in the United Kingdom or any other government de jure or de facto.

2. **In respect of all other areas**

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.

Money

Negotiable Money and **Non-negotiable Money**.

Money in Transit

Money (other than **Non-negotiable Money**) in transit whilst:

1. in the immediate personal control of **You** or any other responsible person authorised by **You**; or
2. in a bank night safe until the bank accepts responsibility.

Negotiable Money

1. Current notes and coins;
2. Uncrossed cheques (other than pre-signed blank cheques), uncrossed postal or money orders;
3. Securities for money;
4. Unused postage stamps, trading stamps, holiday with pay stamps, National Savings stamps, National Insurance stamps not affixed to cards;
5. Travellers' cheques;
6. Giro payment orders;
7. Luncheon vouchers, gift tokens and consumer redemption vouchers, which belong to **You** or for which **You** are responsible.

Non-negotiable Money

1. Crossed cheques (other than pre-signed blank cheques), crossed postal and money orders and crossed bankers' drafts;
2. National Savings Certificates, Premium Bonds, stamped National Insurance cards;
3. Vouchers in respect of credit and debit card sales, VAT purchase vouchers; and
4. Unused credit on postal franking machines, which belong to **You** or for which **You** are responsible.

Personal Belongings

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

Personal Belongings does not include:

1. **Money**;
2. bankers cards;
3. credit and debit cards.

What is covered	What is not covered
Loss of Money happening during the Period of Insurance .	<p>1. Unattended vehicles</p> <p>Loss from an unattended vehicle, unless:</p> <ol style="list-style-type: none"> a. the Money is hidden from view; b. all windows and sunroofs are securely closed; and c. the boot and all doors are locked. <p>2. Deception</p> <p>Loss due to deception or false accounting.</p> <p>3. Errors and unexplained shortage</p> <p>Loss due to clerical or accounting errors, depreciation in value, unexplained shortage, dishonoured cheques or the use of counterfeit Money.</p> <p>4. Specifically insured</p> <p>Property more specifically insured.</p> <p>5. Terrorism</p> <p>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.</p> <p>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.</p> <p style="text-align: right;">continued</p>

What is covered	What is not covered
	<p>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.</p> <p>6. Date recognition</p> <p>Definition specific to this exclusion</p> <p>Computer 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.</p> <p>Any claim directly or indirectly arising from the failure or possible failure of any Computer:</p> <ol style="list-style-type: none"> to correctly recognise any date as its true calendar date; 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; to save or correctly process any data on or after any date. <p>7 Infectious or communicable disease</p> <p>Definition specific to this exclusion</p> <p>Infectious or Communicable Disease Any disease pandemic or epidemic including but not limited to any:</p> <ul style="list-style-type: none"> - virus; - bacterium; - parasite; - other organism or infectious matter; - any mutation or variation to any of the above; <p>whether:</p> <ul style="list-style-type: none"> - living or dead; - natural or artificial; - officially declared an epidemic or pandemic or not; <p>transmitted by any direct or indirect means (whether asymptomatic or not).</p> <p style="text-align: right;">continued</p>

What is covered	What is not covered
	<p>Loss, damage, liability, cost, expense or any other sum of whatsoever nature directly or indirectly caused by, resulting from, arising out of or related to or contributed to by:</p> <ol style="list-style-type: none"> a. any Infectious or Communicable Disease including but not limited to: <ol style="list-style-type: none"> i. the fear of a threat (whether actual or perceived) from an Infectious or Communicable Disease; ii. contamination or fear of contamination (whether actual or perceived) of property by an Infectious or Communicable Disease, <p>but this shall not exclude direct physical loss or physical damage to insured property at the Premises occurring during the Period of Insurance resulting directly or indirectly from or caused by a peril otherwise insured by this policy;</p> <ol style="list-style-type: none"> b. any action taken or failure to take action to prevent, control or respond to any Infectious or Communicable Disease. <p>Provided that</p> <ol style="list-style-type: none"> 1. this exclusion applies regardless of any concurrent or contributory cause or event or occurrence in any sequence with any other cause or event; 2. in the event of any conflict between this exclusion and any other provision of this policy this exclusion shall always apply and take precedence over any such other provision; 3. where We apply this exclusion the burden of proving the contrary rests with the Insured. <p>8 Cyber</p> <p>Definition specific to this exclusion</p> <p>Time Element Loss</p> <p>Business interruption, contingent business interruption or any other consequential losses.</p> <p style="text-align: right;">continued</p>

What is covered	What is not covered
	<p>Any loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by or resulting from, arising out of or in any connection with:</p> <ul style="list-style-type: none"> a. any unauthorised access to or loss of, alteration of or damage to or a reduction in the functionality, availability or operation of a Computer System or any unauthorised access to or modification of Data. <p>Notwithstanding the provisions of this subparagraph a. and subject to all other terms and conditions and exclusions contained in this policy, this policy will provide cover for physical loss of or physical damage to property insured under this policy (not including Data) and any Time Element Loss directly resulting therefrom where such physical loss or physical damage is directly occasioned by any of the following perils provided always that such perils are otherwise insured by this policy:</p> <ul style="list-style-type: none"> i. fire, lightning or explosion; ii. impact by aircraft or vehicle or animal or falling objects; iii. wind, storm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow; iv. escape of water or oil; v. riot or civil commotion; vi. subsidence, heave or landslip; vii. theft or loss of insured property caused by persons physically present at both the time and location of such theft or loss; viii. vandalism or malicious acts causing physical damage to insured property caused by persons physically present at both the time and location of such damage; ix. accidental damage to insured property caused by persons physically present at both the time and location of such damage; <p style="text-align: right;">continued</p>

What is covered	What is not covered
	<p>b. any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data including any amount pertaining to the value of such Data.</p> <p>Notwithstanding the provisions of this sub-paragraph b. in the event that hardware or the data storage device of a Computer System insured under this policy sustains physical damage caused by a peril described in the proviso to paragraph a. above which results in damage to or loss of Data stored on that hardware or the data storage device then the damage to or loss of such Data shall be recoverable hereunder and the basis of valuation for the recovery of the damaged or lost Data under this policy shall be limited to the cost of reproducing Data provided that such costs are otherwise indemnifiable under this policy.</p> <p>Such costs shall include all reasonable and necessary expenses incurred in re-creating, gathering and assembling such Data but shall not include the value of the Data whether to the Insured or any other party even if such Data cannot be recreated gathered or assembled;</p> <p>c. any:</p> <ul style="list-style-type: none"> i. unauthorised appropriation of Data; ii. unauthorised transmission of Data to any third party; iii. misrepresentation or use or mis-use of Data; iv. operator error in respect of Data; <p>d. any threat to carry out or perpetrate a hoax in respect of anything described in sub-paragraphs a. – c. above;</p> <p>e. any action taken or failure to take action to prevent, control, limit or respond to anything described in sub-paragraphs a. – d. above.</p>

Limit of liability

The schedule will show the most **We** will pay for any one loss.

Extensions

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

What is covered	What is not covered
<p>1. Damage to safes</p> <p>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 Money.</p> <p>Limit As shown in the schedule.</p>	
<p>2. Damage to clothing and personal belongings</p> <p>Damage to clothing and Personal Belongings belonging to:</p> <ul style="list-style-type: none"> a. You; or b. Your employees, Authorised Volunteers or officials, <p>arising in connection with theft or attempted theft of Money.</p> <p>Limit As shown in the schedule.</p>	
<p>3. Fundraising events</p> <p>We will double the limits shown in the schedule for Negotiable Money:</p> <ul style="list-style-type: none"> a. from 2 days before; b. during; and c. up to 7 days after, <p>a church fundraising event.</p> <p>We will not double the limit shown in the schedule for 'Any other loss'.</p>	

What is covered	What is not covered
<p>4. Fraudulent use of credit and debit cards</p> <p>Loss resulting from the fraudulent use of any credit or debit card issued to You and used ordinarily in connection with Your activities.</p> <p>Limit As shown in the schedule.</p>	<ol style="list-style-type: none"> 1. Loss due to use of a card in breach of its terms of issue. 2. Losses covered by a bank or card issuer. 3. Fraudulent use by: <ol style="list-style-type: none"> a. You; b. any officials of Your place of worship; or c. Your trustees.
<p>5. Identity theft</p> <p>The reasonable and necessary costs incurred with Our consent to protect the interests of the Church Council following the fraudulent use of:</p> <ol style="list-style-type: none"> a. the Church Council's identity; or b. the identity of: <ol style="list-style-type: none"> i. any officials of Your place of worship; ii. Your trustees or employees; iii. any Authorised Volunteer, <p>by a third party for the purposes of obtaining credit.</p> <p>Limit As shown in the schedule.</p>	

Condition

Escort requirements

It is a condition precedent to **Our** liability that cash in transit is escorted by at least the corresponding number of responsible adults below or a professional security company.

Amount	Escort requirement
Less than £3,000	1 person
£3,000 to £5,000	2 persons
Over £5,000 but less than £10,000	3 persons
£10,000 or over	a professional security company

We will not cover any loss arising while **You** are not in compliance with this condition. This does not apply if **You** can prove that the non-compliance had no impact on the loss.

Section 4 – Terrorism

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

Definitions used in this section

Where these words or phrases appear in bold in this section of the **Policy**, they have the meaning shown below. Other defined words can be found in the ‘Policy definitions’.

Act of Terrorism

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 HM government in the United Kingdom or any other government de jure or de facto.

Computer Systems

A computer or other equipment, component, system or item which processes, stores, transmits or receives **Data**.

Data

Data of any sort, including:

1. tangible or intangible data;
2. programs or software;
3. bandwidth;
4. cryptographic keys;
5. databases, documents, domain names, network addresses or anything similar;
6. files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites; or
7. any information whatever.

Denial of Service Attack

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**.

This includes:

1. the generation of excess traffic into network addresses;
2. the exploitation of system or network weaknesses;
3. the generation of excess or non-genuine traffic between and amongst networks; and
4. the procurement of such actions or instructions by other **Computer Systems**.

Event

All individual losses:

1. arising within a continuous period of 72 hours; and
2. whose proximate cause is the same **Act of Terrorism**.

We will decide when the 72-hour period begins.

Hacking

Unauthorised access to any **Computer System**, whether it belongs to **You** or not.

Money

Money as defined in any Money 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.

Nuclear Installation

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; or
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

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

Any access or attempted access to **Data** made by means of misrepresentation or deception.

Property

All property other than:

1. property which is occupied as a private residence and which is:
 - a. a private dwelling house; or
 - b. a self-contained unit insured as part of a block of units i.e. a block of flats.However, this definition of property does include any private residence that is:
 - i. not insured in the name of a private individual;
 - ii. insured in the name of a **Sole Trader** or a trustee or executor of a will and is not occupied by such person or by any beneficiary of the trust or will in question; or
 - iii. 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 is the subject of:
 - a. a trust of any kind; or
 - b. an executorship of a will,and where the use or benefit of the property is for private domestic purposes only and enjoyed by a beneficiary, a trustee of the trust or a beneficiary or an executor of the will.
3. any **Nuclear Installation** or **Nuclear Reactor**, including:
 - a. all fixtures and fittings; and
 - b. all pipes, wires, cables, drains, conduits and service media,which are situated on, attached, fixed or connected to, or serve, such **Nuclear Installation** or **Nuclear Reactor**.

Sole Trader

Any:

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

Specific Perils

1. Fire or explosion;
2. Flood, escape of water from any tank apparatus or pipes (including sprinkler systems);
3. Impact of aircraft or any aerial devices, or articles dropped from them;
4. Impact of any sea-going or water-going vessel, or of any vehicle, or of any goods or cargo carried in or on such vessel or vehicle; and
5. Destruction of, damage to, or movement of buildings, structures, plant or machinery, other than any **Computer System**.

Territorial Limits

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

Virus or Similar Mechanism

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 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	What is not covered
<p>We will cover You against:</p> <ol style="list-style-type: none"> 1. damage to or destruction of Property; 2. business interruption or the inability to recover book debts following damage to or destruction of Property; and 3. losses arising from the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of Property, <p>covered under any other section of the Policy, arising as a result of an Act of Terrorism occurring within the Territorial Limits.</p> <p>The cover under this section is:</p> <ol style="list-style-type: none"> 1. not subject to: <ol style="list-style-type: none"> a. any of the 'Policy exclusions'; b. any long term agreement or undertaking which may otherwise apply; c. any terms in this Policy which provide for adjustments of premium; and <p style="text-align: right;">continued</p>	<p>We do not cover losses:</p> <ol style="list-style-type: none"> 1. Riot, civil commotion or war <p>caused 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;</p> 2. Marine, motor or blanket bonds <p>arising under any: <ol style="list-style-type: none"> a. marine, aviation and transit policy; b. motor insurance policy; or c. bankers blanket bond; </p> 3. Computer virus, hacking or phishing <p>directly or indirectly caused or, contributed to by: <ol style="list-style-type: none"> a. damage to or the destruction of any Computer System; or b. any alteration, modification, distortion, erasure or corruption of Data, caused by or contributed to by Virus or Similar Mechanism, Hacking, Phishing, or Denial of Service Attack. </p> <p style="text-align: right;">continued</p>

What is covered	What is not covered
<p>2. subject to:</p> <ol style="list-style-type: none"> all other terms, provisions, definitions and conditions of this Policy, other than where expressly varied in this section; and a maximum period of insurance of 12 months from the inception or renewal date of this Policy. <p>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:</p> <ol style="list-style-type: none"> no subsequent period of insurance by this section shall extend beyond the next renewal date of this Policy; and the renewal premium due in respect of this section has been received by Us. 	<p>Exclusion 3 applies regardless of whether there are any other causes contributing to the loss.</p> <p>Digital interference clarification to cover</p> <p>However, exclusion 3 does not apply to:</p> <ol style="list-style-type: none"> subsequent Damage caused by Specific Perils to Property, other than Money or Data; denial, prevention or hindrance of access to or use of the Property due to an Act of Terrorism causing damage to, or destruction of, other Property by a Specific Peril within one mile of such Property; or loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of Property by a Specific Peril. <p>Provided that in respect of a. b. and c., We will not in any event pay for losses that are 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. In respect of these matters the burden of proof condition does not apply and the burden of proof is upon Us.</p>

Basis of settlement

The amount **We** pay will be calculated in accordance with the section of the **Policy** that responds to a property damage or business interruption loss.

The most **We** will pay for any one **Event** is the lesser of:

- the total sum insured;
- for each item, its individual sum insured; or
- any other limit of liability,

as stated in the relevant section of this **Policy**, less the **Excess**.

We will not pay the amount of the **Excess**.

The **Excess** applicable to losses under the 'Digital interference clarification to cover' is the same as the 'All losses' **Excess** under the Property damage section, unless the cause of the loss has a specific **Excess**.

The **Excess** applicable to any other loss under this section is the same as the **Excess** applied in respect of the risk of fire and/or explosion under the other sections of this **Policy**.

Condition

Burden of proof

If **We** consider that any other loss is not covered by this section, **You** bear the burden of proving otherwise.

Terrorism non-damage Business interruption cover

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

For the purposes of this optional cover only, business interruption means losses arising from interruption or interference with the usual activities carried on by **You** at the **Premises** as a result of:

1. access to, exit from or use of the **Premises** being impaired or prevented due to the actions of the police, competent authority or any other statutory authority as a direct result of an **Act of Terrorism** within the **Territorial Limits**; or
2. an **Act of Terrorism** within 1 mile of the **Premises** within the **Territorial Limits** which results in the **Premises** having a diminished attraction to customers and an identifiable reduction in **Your** usual activities solely as a result of the **Act of Terrorism**.

Conditions applicable to this optional cover

1. This cover applies only to the extent that such non-damage business interruption cover is provided by any other section of this **Policy** and shall be subject to the same limit(s) described in that section, including but not limited to any maximum indemnity period. However, in respect of 2. above the maximum indemnity period shall not exceed 3 months.
2. The cover provided by the 'Digital interference clarification to cover' does not apply to this optional cover.
3. All the terms, provisions, definitions and conditions of this **Policy** apply, except where expressly varied above.

Additional exclusion applicable to this optional cover

We do not cover losses directly or indirectly caused by or resulting from damage to or the destruction of any property.

Section 5 – Theft by officials

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

Definitions used in this section

Where these words or phrases appear in bold in this section of the **Policy**, they have the meaning shown below. Other defined words can be found in the 'Policy definitions'.

Acting in Collusion

Where 2 or more **Officials** are concerned or implicated together or materially assist each other in committing an act of **Theft**.

Official(s)

Any employee, **Authorised Volunteer** or member of clergy who is:

- a. normally resident in the **Geographical Limits**; and
- b. who is empowered by **You** to have responsibility for **Your** money.

One Claim

All acts of **Theft** during the periods of insurance in which this section (and any substituted section or policy) shall remain in force, committed by one individual **Official** or by 2 or more **Officials Acting in Collusion**.

Theft

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	What is not covered
<p>Direct loss during the Period of Insurance of money:</p> <ol style="list-style-type: none"> belonging to You or for which You are responsible; caused by Theft; and committed by an Official. <p>We will also provide cover for such losses discovered within 24 months of the termination of this insurance provided the loss is not covered by any other insurance.</p>	<ol style="list-style-type: none"> Consequential loss or loss of interest Loss of interest or consequential loss of any kind. After discovery of a prior act Loss arising from any act of an Official after the discovery of a prior Theft committed by that Official. Prior to start date Loss caused by any act of Theft by an Official committed before the start date of this insurance. This does not apply to losses covered under the 'Previous insurance' extension. Specifically insured Property more specifically insured. <p style="text-align: right;">continued</p>

What is covered	What is not covered
	<p>5. Date recognition</p> <p>Definition specific to this exclusion</p> <p>Computer 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.</p> <p>Any claim directly or indirectly arising from the failure or possible failure of any Computer:</p> <ol style="list-style-type: none"> to correctly recognise any date as its true calendar date; 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; to save or correctly process any data on or after any date. <p>6 Infectious or communicable disease</p> <p>Definition specific to this exclusion</p> <p>Infectious or Communicable Disease Any disease pandemic or epidemic including but not limited to any:</p> <ul style="list-style-type: none"> - virus; - bacterium; - parasite; - other organism or infectious matter; - any mutation or variation to any of the above; <p>whether:</p> <ul style="list-style-type: none"> - living or dead; - natural or artificial; - officially declared an epidemic or pandemic or not; <p>transmitted by any direct or indirect means (whether asymptomatic or not).</p> <p style="text-align: right;">continued</p>

What is covered	What is not covered
	<p>Loss, damage, liability, cost, expense or any other sum of whatsoever nature directly or indirectly caused by, resulting from, arising out of or related to or contributed to by:</p> <ol style="list-style-type: none"> a. any Infectious or Communicable Disease including but not limited to: <ol style="list-style-type: none"> i. the fear of a threat (whether actual or perceived) from an Infectious or Communicable Disease; ii. contamination or fear of contamination (whether actual or perceived) of property by an Infectious or Communicable Disease, <p>but this shall not exclude direct physical loss or physical damage to insured property at the Premises occurring during the Period of Insurance resulting directly or indirectly from or caused by a peril otherwise insured by this policy;</p> <ol style="list-style-type: none"> b. any action taken or failure to take action to prevent, control or respond to any Infectious or Communicable Disease. <p>Provided that</p> <ol style="list-style-type: none"> 1. this exclusion applies regardless of any concurrent or contributory cause or event or occurrence in any sequence with any other cause or event; 2. in the event of any conflict between this exclusion and any other provision of this policy this exclusion shall always apply and take precedence over any such other provision; 3. where We apply this exclusion the burden of proving the contrary rests with the Insured. <p>7 Cyber</p> <p>Definition specific to this exclusion</p> <p>Time Element Loss</p> <p>Business interruption, contingent business interruption or any other consequential losses.</p> <p style="text-align: right;">continued</p>

What is covered	What is not covered
	<p>Any loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by or resulting from, arising out of or in any connection with:</p> <ul style="list-style-type: none"> a. any unauthorised access to or loss of, alteration of or damage to or a reduction in the functionality, availability or operation of a Computer System or any unauthorised access to or modification of Data. <p>Notwithstanding the provisions of this subparagraph a. and subject to all other terms and conditions and exclusions contained in this policy, this policy will provide cover for physical loss of or physical damage to property insured under this policy (not including Data) and any Time Element Loss directly resulting therefrom where such physical loss or physical damage is directly occasioned by any of the following perils provided always that such perils are otherwise insured by this policy:</p> <ul style="list-style-type: none"> i. fire, lightning or explosion; ii. impact by aircraft or vehicle or animal or falling objects; iii. wind, storm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow; iv. escape of water or oil; v. riot or civil commotion; vi. subsidence, heave or landslip; vii. theft or loss of insured property caused by persons physically present at both the time and location of such theft or loss; viii. vandalism or malicious acts causing physical damage to insured property caused by persons physically present at both the time and location of such damage; ix. accidental damage to insured property caused by persons physically present at both the time and location of such damage; <p style="text-align: right;">continued</p>

What is covered	What is not covered
	<p>b. any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data including any amount pertaining to the value of such Data.</p> <p>Notwithstanding the provisions of this sub-paragraph b. in the event that hardware or the data storage device of a Computer System insured under this policy sustains physical damage caused by a peril described in the proviso to paragraph a. above which results in damage to or loss of Data stored on that hardware or the data storage device then the damage to or loss of such Data shall be recoverable hereunder and the basis of valuation for the recovery of the damaged or lost Data under this policy shall be limited to the cost of reproducing Data provided that such costs are otherwise indemnifiable under this policy.</p> <p>Such costs shall include all reasonable and necessary expenses incurred in re-creating, gathering and assembling such Data but shall not include the value of the Data whether to the Insured or any other party even if such Data cannot be recreated gathered or assembled;</p> <p>c. any:</p> <ul style="list-style-type: none"> i. unauthorised appropriation of Data; ii. unauthorised transmission of Data to any third party; iii. misrepresentation or use or mis-use of Data; iv. operator error in respect of Data; <p>d. any threat to carry out or perpetrate a hoax in respect of anything described in sub-paragraphs a. – c. above;</p> <p>e. any action taken or failure to take action to prevent, control, limit or respond to anything described in sub-paragraphs a. – d. above.</p>

Limit of liability

The most **We** will pay for **One Claim** is the limit of liability shown in the schedule, regardless of the number of periods of insurance over which the loss occurs.

Basis of settlement

We will pay the value of the money at the time of the loss.

Extensions

Unless specifically stated otherwise all limits are included within and not in addition to the limit of liability for this section.

The cover under this section is extended to include the following.

1. Auditors' fees

Following a covered loss of money, **We** will also pay for the reasonable and necessary auditors' fees incurred with **Our** written consent solely to substantiate the amount of the claim.

2. Previous insurance

If this insurance replaces a policy entered into by **You** to cover theft by employees or officials, **We** will cover **You** under this section for any loss:

- a. discovered during the **Period of Insurance**;
- b. committed during the period of the prior policy; and
- c. which is not covered under the prior policy solely because the discovery period under that policy has expired.

We will only provide this cover if:

- i. cover for theft by employees or officials has been in place without a break in cover between the loss and the start of this **Policy**; and
- ii. the loss would have been covered under this section if it was in force at the time.

The most **We** will pay under this extension is the lower of the limit of liability under this section or under the policy in force at the time of the loss. If **One Claim** continues over the period of insurance of more than one policy, **We** will only pay one limit for that **One Claim**.

Conditions

1 Notice of loss

You must give **Us** notice in writing within 14 days of discovery of:

- a. any **Theft** committed by any **Official**;
- b. reasonable cause for suspicion of **Theft** by any **Official** which comes to **Your** knowledge or that of any person to whom **You** entrust the supervision of audit.

We will not pay the amount by which any loss is increased by **Your** failure to comply with this condition.

2 Deduction from loss

We will deduct the following from any payment **We** make:

- 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**.

3 Recoveries

Any recoveries will be applied in the following order:

- a. If **Your** claim has exceeded the limit of indemnity, first to **You** to reduce or extinguish the amount of **Your** loss (but not the **Excess**);
- b. then to **Us** up to the amount **We** paid; and
- c. finally to **You** where an **Excess** has been deducted from the claim.

4 Loss prevention

It is a condition precedent to **Our** liability that **You**:

- a. take reasonable care in the selection of **Officials**;
- b. on discovery of a **Theft** or circumstances which could give rise to a claim, shall immediately take all steps to prevent loss or further loss; and
- c. upon the termination of service of any **Official** take all reasonable security precautions to prevent **Theft** by that **Official**, including:
 - i. changing all alarm and security codes and passwords that the **Official** had access to;
 - ii. deleting or invalidating any access codes and passwords known to, or accessible by, the **Official**; and
 - iii. retrieving any keys from the possession of the **Official**.

We will not cover any loss arising while **You** are not in compliance with this condition. This does not apply if **You** can prove that the non-compliance had no impact on the loss.

Section 6 – Liabilities

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

Definitions used in this section

Where words or phrases appear in bold in this section of the **Policy** they will have the meaning shown below. Other defined words can be found in the 'Policy definitions'.

Act of Terrorism

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

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

Business

Your church business and activities which are conducted solely from premises in the **Geographical Limits**.

This includes:

1. the ownership, repair and maintenance of **Your** property and premises;
2. the provision of catering, social, sports, welfare facilities and first aid services for **Employed Persons**, church members and visitors; and
3. the provision of fire and security services maintained only for the protection of premises owned or occupied by **You**.

However, this definition does not include any activity undertaken **Offshore**.

Church Officials

Any of **Your** licensed clergy, **Church Council** members, churchwardens, hall committee members or officers.

Clean-up Costs

The costs incurred by:

1. a government agency or regulatory body; or
2. **You** with **Our** prior written consent where a government agency or regulatory body would have required remediation, in carrying out any action to curtail, minimise or remediate a **Sudden Pollution or Contamination Incident** for which **You** are legally responsible.

Data Protection Legislation

The Data Protection Act 2018.

Employed Person

1. Any **Employee**; or
2. the following while under **Your** direct control and supervision:
 - a. self-employed persons;
 - b. any person employed by labour only sub-contractors;
 - c. labour masters and persons supplied by them;
 - d. any person supplied to or hired or borrowed by **You** or on **Your** behalf;
 - e. any person undertaking work experience, training, study or exchange schemes.

Employee(s)

Any:

1. person under a contract of service or apprenticeship with **You**; or
2. **Authorised Volunteer**.

Event(s)

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

Hirer

Anyone hiring **Your** premises for occasional private social events.

Injury

Bodily injury, death, disease or illness.

Legal Costs

1. Claimant's costs and expenses which **You** are legally liable to pay in connection with any claim which is or may be the subject of cover under this section of the **Policy**;
2. The cost of legal representation at any coroner's inquest or inquiry in respect of any death;
3. The costs incurred with **Our** prior written consent for legal representation at:
 - a. proceedings in any court arising out of any alleged breach of statutory duty in respect of **Injury** which may be covered under this section of the **Policy**, including the defence of any criminal proceedings for any offence under Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007, or a breach of the Health and Safety at Work etc. Act 1974, or the Health and Safety at Work (Northern Ireland) Order 1978; or
 - b. any appeal against conviction in proceedings in a. above provided that in the opinion of counsel appointed by mutual consent such appeal is more likely to succeed than not; and
4. All other costs and expenses incurred with **Our** prior written consent in relation to any matter which may form the subject of a claim under this section of the **Policy**.

Offshore

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 the offshore rig, platform or service or accommodation vessel.

Pastoral Care Services

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

Pollution or Contamination

Pollution or contamination of buildings or other structures, water, land or the atmosphere.

Products

Goods (including containers and packaging) sold, supplied, installed, erected, serviced, repaired, altered or treated by **You** in connection with the **Business**. However, this definition does not include any item in **Your** care, custody or control.

Property

Material property.

Retroactive Date

The retroactive date stated in the schedule.

Sudden Pollution or Contamination Incident

Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific moment in time and place in the **Geographical Limits** during the **Period of Insurance**.

You/Your/Yours

1. The **Insured** named in the schedule;
2. **Your** personal representatives in respect of legal liability incurred by **You**; and
3. At **Your** request:
 - a. any principal for whom **You** are carrying out a contract, but only to the extent that is required by the conditions of contract;
 - b. any **Church Official** or **Employed Person**, in respect of liability for which **You** would have been entitled to indemnity, had the claim been made against **You**.

Cover 1 – Employers' liability

What is covered	What is not covered
<p>We will cover You against Your legal liability to pay damages and Legal Costs in respect of Injury to an Employed Person which is caused during the Period of Insurance and arising out of and in the course of their employment with You:</p> <ol style="list-style-type: none"> 1. within the Geographical Limits; or 2. while temporarily outside the Geographical Limits, <p>in connection with the Business.</p> <p>Limit of liability</p> <p>The limit of indemnity includes Legal Costs.</p> <p>The most We will pay for:</p> <ol style="list-style-type: none"> 1. any one Event is the limit of indemnity shown in the schedule; 2. any one Event which is directly or indirectly caused by, results from or is in connection with an Act of Terrorism is £5,000,000; and 3. the costs of representation in the defence of criminal proceedings or at any appeal against conviction and all other costs and expenses for any offence defined in the Corporate Manslaughter and Corporate Homicide Act 2007 is £5,000,000 in total. <p>Where We cover more than one person, the most We will pay is the limit of indemnity shown in the schedule regardless of how many people are covered.</p>	<p>We do not cover:</p> <ol style="list-style-type: none"> 1. Road traffic legislation any liability for which compulsory motor insurance or security is required under any road traffic legislation. 2. Fines and penalties <ol style="list-style-type: none"> a. fines or penalties; or b. compensation awarded by a court of criminal jurisdiction. 3. Radioactive contamination any liability directly or indirectly caused by or contributed to by or arising from: <ol style="list-style-type: none"> a. ionising radiations or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel; or b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly, where such legal liability is: <ol style="list-style-type: none"> i. that of a principal; or ii. accepted under agreement and would not have attached in the absence of such agreement.

Employers' liability extensions

Unless specifically stated otherwise all limits are within and not in addition to the limit of liability for this cover.

Each of the following is subject to the terms of this **Policy**.

What is covered	What is not covered
<p>1. Unsatisfied court judgments</p> <p>Where a judgment for damages has been obtained:</p> <ul style="list-style-type: none"> a. by one of Your Employees, or their personal representative, in respect of Injury of the Employee caused during any period of insurance and which arises out of and in the course of their employment with You in the Business; b. in any court within the Geographical Limits; c. against any company or individual operating from premises within the Geographical Limits; and d. which remains unsatisfied, in whole or in part, 6 months after the date of the judgment, <p>We will at Your request pay to the Employee, or their personal representative, the amount of damages and any awarded costs which remain unsatisfied.</p> <p>We will only make a payment if the Employee or personal representative assigns the judgment to Us.</p> <p>Limit As shown in the schedule.</p>	<p>We do not cover judgments where an appeal remains outstanding.</p>
<p>2. Compensation for court attendance</p> <p>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 pay You the following rates of compensation for each day on which attendance is required.</p> <p>Limit As shown in the schedule for any:</p> <ul style="list-style-type: none"> a. Church Official; or b. Employed Person. 	

Cover 2 – Public & products liability

What is covered	What is not covered
<p>We will cover Your legal liability to pay damages and Legal Costs arising out of:</p> <ol style="list-style-type: none"> 1. accidental Injury of any person; 2. accidental Damage to Property; 3. nuisance, trespass to land, trespass to goods or interference with any easement, right of air, light, water or way. <p>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;</p> <ol style="list-style-type: none"> 4. wrongful arrest or false imprisonment, happening during the Period of Insurance and caused either in connection with the Business or by Products. <p>Limit of liability</p> <p>We will pay Legal Costs in addition to the limit of indemnity, other than for claims brought in the jurisdiction of the United States of America or Canada, for which Legal Costs are included within the limit of indemnity.</p> <p>The most We will pay for:</p> <ol style="list-style-type: none"> 1. any one Event is the limit of indemnity shown in the schedule; 2. all Events in respect of Products is the limit of indemnity shown in the schedule; 3. all incidents arising from Pollution or Contamination which We deem to have occurred during the Period of Insurance is the limit of indemnity shown in the schedule; 4. any one Event which is directly or indirectly caused by, results from, or is in connection with an Act of Terrorism is £5,000,000; 5. the cost of representation in defence of criminal proceedings or at any appeal against conviction and all other costs and expenses for any offence defined in the Corporate Manslaughter and Corporate Homicide Act 2007, is £5,000,000. <p style="text-align: right;">continued</p>	<p>We do not cover:</p> <ol style="list-style-type: none"> 1. Advice <p>any liability directly or indirectly due to advice, design or specification provided given for a fee or where a fee would normally be charged.</p> <ol style="list-style-type: none"> 2. Injury to employees <p>any liability for Injury to any Employed Person in the course of their employment with You in the Business.</p> <ol style="list-style-type: none"> 3. Property in your custody <p>any liability for Damage to Property which is owned or held in trust by You or which is in Your custody or control. However, this does not apply to:</p> <ol style="list-style-type: none"> a. personal belongings, including vehicles and their contents, belonging to Church Officials, Employed Persons or visitors; b. premises and their contents not owned, leased or rented by You where You are undertaking work in connection with the Business; c. premises including fixtures and fittings, hired by, or leased, rented or borrowed by You. However, We do not cover: <ol style="list-style-type: none"> i. any liability arising solely under the terms of any contract or agreement; or 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. <ol style="list-style-type: none"> 4. Vehicles and crafts <p>any liability directly or indirectly due to the ownership, possession or use by You, or on Your behalf, of:</p> <ol style="list-style-type: none"> a. any mechanically propelled vehicle. However, this exclusion does not apply to Your legal liability in respect of: <p style="text-align: right;">continued</p>

What is covered	What is not covered
<p>Where We cover more than one person, the most We will pay is the limit of indemnity shown in the schedule, regardless of how many people are covered.</p>	<ul style="list-style-type: none"> 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, except where cover is provided by any motor insurance policy or in circumstances where insurance or security is required under any road traffic legislation; or <p>b. any craft designed to travel in, on or through water, air or space. However, this exclusion does not apply to Your legal liability in respect of any non-mechanically propelled waterborne craft less than 9 metres in length, whilst operated on inland waterways or within 3 miles of the coast.</p> <p>5. Pollution or contamination</p> <p>any liability directly or indirectly due to 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. All Pollution or Contamination which arises out of one incident, will be treated as having occurred at the time such incident takes place.</p> <p>6. Product defects and recall</p> <ul style="list-style-type: none"> a. Damage to any: <ul style="list-style-type: none"> i. Product supplied; ii. contract work executed, by You which is caused by a defect or its unsuitability for its intended purpose; or b. the costs of recall, removal, repair, alteration, replacement or reinstatement of any: <ul style="list-style-type: none"> i. Product supplied; ii. contract work executed, by You which is necessitated by a defect or its unsuitability for its intended purpose. <p style="text-align: right;">continued</p>

What is covered	What is not covered
	<p>7. Contractual liability</p> <p>any liability arising under any contract relating to Products supplied, or contract work executed, by You, unless liability would have attached in the absence of that contract.</p> <p>8. Fines or penalties</p> <ul style="list-style-type: none"> a. fines or penalties; b. liquidated damages; c. compensation awarded by a Court of Criminal Jurisdiction; or d. multiplied, aggravated, exemplary or punitive damages. <p>9. Products exported to North America</p> <p>any liability directly or indirectly due to Products exported by You or on Your behalf to the United States of America or Canada.</p> <p>10. Overseas work</p> <p>any liability directly or indirectly due to any manual work or contract undertaken outside of the Geographical Limits, but this exclusion shall not apply to the supervision or execution of any manual work undertaken within the European Union.</p> <p>11. Asbestos</p> <p>any liability directly or indirectly due to mining, processing, manufacturing, removing, handling, disposing of, treatment of, distributing or storing of Asbestos.</p> <p>However, this exclusion does not apply where removing, handling or disposing of Asbestos does not form part of Your usual business or any contract work undertaken; and</p> <ul style="list-style-type: none"> a. You have complied with any legal obligations to manage Asbestos; and b. any discovery of Asbestos by You is unintentional and accidental; and c. where, upon discovery of Asbestos, all work immediately stops; and <p style="text-align: right;">continued</p>

What is covered	What is not covered
	<p>d. a HSE licensed asbestos removal contractor is employed, if legally required, 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.</p> <p>12. Pastoral care any liability directly or indirectly due to any error or omission in the provision of Pastoral Care Services.</p> <p>13. Professional counselling any liability directly or indirectly due to any error or omission in the provision of professional counselling services.</p>

Public & products liability extensions

Unless specifically stated otherwise, all limits are within and not in addition to the limit of liability for this cover.

Each of the following is subject otherwise to the terms of this **Policy**.

What is covered	What is not covered
<p>1. Cross liabilities</p> <p>If the Insured comprises of more than one party, We will cover each in the same manner and to the same extent as if a separate policy had been issued to each.</p> <p>However, the most We will pay is the limit of indemnity, regardless of how many parties are covered.</p> <p>Limit As shown in the schedule.</p>	

What is covered	What is not covered
<p>2. Compensation for court attendance</p> <p>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 pay You with the following rates of compensation for each day on which attendance is required.</p> <p>Limit As shown in the schedule for any:</p> <ol style="list-style-type: none"> Church Official; or Employed Person. 	
<p>3. Contingent motor liability</p> <p>We will cover the Insured for its legal liability 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 the Insured.</p> <p>The 'Vehicles and crafts' exclusion does not apply to this cover.</p> <p>Limit As shown in the schedule.</p>	<p>We will not cover any liability:</p> <ol style="list-style-type: none"> directly or indirectly due to Damage to such vehicle or any Property contained or being transported within it; arising while the vehicle is being driven by the Insured; where the Insured or any person seeking indemnity is entitled to indemnity under any other insurance; arising outside the Geographical Limits.
<p>4. Data protection</p> <p>We will cover Your:</p> <ol style="list-style-type: none"> legal liability to pay damages and Legal Costs for material and non-material Damage; defence costs and prosecution costs awarded against You in any prosecution, 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. <p style="text-align: right;">continued</p>	<p>We will not cover:</p> <ol style="list-style-type: none"> finances, penalties, punitive or exemplary damages; the costs of replacing, reinstating, rectifying, erasing, blocking or destroying any personal data; liability directly or indirectly due to any deliberate or intentional act or omission by You; 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; or legal liability where indemnity is provided by any other insurance.

What is covered	What is not covered
<p>If You had a policy in force immediately before this Policy that provided cover for claims made against You during the period of insurance of that policy, and which resulted from any breach or alleged breach of Data Protection Legislation, We will extend cover under this section for claims made during the Period of Insurance of this Policy which arise from any breach or alleged breach of Data Protection Legislation happening before the start of the Period of Insurance. However, We will not cover:</p> <ol style="list-style-type: none"> 1. any claim that would not be covered under this section if the breach or alleged breach of Data Protection Legislation had happened during the Period of Insurance of this Policy; or 2. any claim, unless You notify Us within 28 days of the claim or notice of actual or alleged breach. <p>Limit As shown in the schedule.</p>	
<p>5. Defective premises</p> <p>We will cover the Insured under Section 3 of the Defective Premises Act 1972, or Section 5 of the Defective Premises (Northern Ireland) Order 1975, in connection with premises or land disposed of by You.</p> <p>Limit As shown in the schedule.</p>	<p>We will not cover the cost of remedying any defect or alleged defect in the premises disposed of.</p>
<p>6. Overseas personal liability</p> <p>We will cover:</p> <ol style="list-style-type: none"> a. the Insured; b. Employed Persons; c. the families of anyone covered under a. and b. above, <p>against their legal liability incurred in a personal capacity while they are temporarily outside the Geographical Limits in connection with the Business.</p> <p>Limit As shown in the schedule.</p>	<p>We will not cover any liability:</p> <ol style="list-style-type: none"> 1. arising out of the ownership or occupation of land or buildings; 2. where indemnity is provided by any other insurance.

What is covered	What is not covered
<p>7. Clean-up costs</p> <p>If there is a Sudden Pollution or Contamination Incident, We will cover You for:</p> <ul style="list-style-type: none"> a. Clean-up Costs arising solely under a statutory provision that operates in any part of the Geographical Limits; b. Legal Costs incurred with Our prior written consent in relation to Clean-up Costs covered under a. above; and c. Legal Costs incurred with Our prior written consent in any appeal against a statutory notice served or to be served upon You by any enforcing authority for an enforcement action in relation to Clean-up Costs covered under a. above. <p>Cover under this extension is given on the basis that:</p> <ul style="list-style-type: none"> 1. all Pollution or Contamination which arises from one Sudden Pollution or Contamination Incident will be deemed to have occurred at the time the incident takes place; and 2. all costs covered under this extension will be included within the limit of indemnity for all incidents during the Period of Insurance in respect of Pollution or Contamination. <p>The 'Pollution or contamination' exclusion does not apply to this extension.</p> <p>Limit</p> <p>The limit shown in the schedule is the most We will pay in total for all Clean-up Costs and Legal Costs in relation to all incidents during the Period of Insurance.</p>	<p>We will not cover costs (including Clean-up Costs):</p> <ul style="list-style-type: none"> 1. incurred to achieve any improvement, betterment or alteration in any original property; 2. for remedial action carried out or in relation to property which at the time of the Sudden Pollution or Contamination Incident giving rise to such legal liability is owned by, or held in trust by You or in Your custody or control; 3. incurred in relation to the reinstatement, reintroduction or provision of any living organism or natural habitat; 4. arising out of a genetically modified organism; 5. comprising Your contribution as shown in the schedule; 6. arising solely from Your liability under legislation operating in any part of Great Britain or Northern Ireland which implements Directive 2004/35/EC on environmental liability with regard to the prevention and remedying of environmental damage including the Environmental Damage (Prevention and Remediation) Regulations 2009.

What is covered	What is not covered
<p>8. Indemnity to private hirers</p> <p>At Your request, We will cover any Hirer for:</p> <ol style="list-style-type: none"> their legal liability for damages; and Legal Costs, arising solely from their hire of Your premises during the Period of Insurance. <p>Limit The most We will pay under this extension, including for Legal Costs for:</p> <ol style="list-style-type: none"> any one Event; all Events in the Period of Insurance in respect of Products, is the limit of indemnity shown in the schedule. 	<p>We will not cover:</p> <ol style="list-style-type: none"> any amount for which the Hirer is entitled to indemnity under any other insurance; liability arising from the use of bouncy castles or other inflatables, fly walls, bungee equipment or any similar activity equipment; liability arising from bonfires and fireworks; liability for Injury or Damage suffered by any participant in a sporting activity caused by another participant; or liability arising solely under the terms of any contract or agreement.
<p>9. Libel, slander and breach of intellectual property rights</p> <p>This extension only covers losses from claims first made against You and notified to Us during the Period of Insurance.</p> <p>We will cover You against Your legal liability to pay damages and Legal Costs arising from:</p> <ol style="list-style-type: none"> the publication or utterance by You or on Your behalf of a libel or slander; or infringement of trademark, registered design, copyright or patent right. <p>Limit As shown in the schedule.</p> <p>All claims attributable to the same act of libel, slander or infringement or series of acts resulting from or attributable to the same original cause or source will be regarded as one claim.</p> <p>All such claims will be considered first made on the date on which the earliest claim is first made.</p>	<p>We will not cover:</p> <ol style="list-style-type: none"> liability where indemnity is provided by any other insurance; liability assumed by agreement unless liability would have attached without the agreement; the consequences of any circumstances known to You at the start of this cover which may give rise to a claim; criminal or intentional libel, slander or infringement; any damages, costs or expenses brought about by the personal spite or ill will of You towards a claimant; 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 of the publication or utterance; or any legal action in a court outside the Geographical Limits.

What is covered	What is not covered
<p>10. Pastoral care indemnity</p> <p>This extension only covers losses from claims first made against You and notified to Us during the Period of Insurance.</p> <p>We will cover You against Your legal liability to pay damages and Legal Costs arising from neglect, error or omission in the provision of Pastoral Care Services provided by Your clergy or Employees in connection with Your Business which gives rise to a claim for:</p> <ol style="list-style-type: none"> accidental Injury to persons other than any Employed Person; accidental loss of or Damage to Property not belonging to You; financial loss not covered under a. or b. above. <p>The 'Pastoral care' exclusion does not apply to this extension.</p> <p>Limit As shown in the schedule.</p> <p>All claims attributable to the same act, error or omission or series of acts, errors or omissions resulting from or attributable to the same original cause or source will be regarded as one claim.</p> <p>All such claims will be considered first made on the date on which the earliest claim is first made.</p>	<p>We will not cover:</p> <ol style="list-style-type: none"> liability where indemnity is provided by any other insurance or other extension of this Policy; any person committing or condoning any criminal, dishonest or fraudulent act or omission; liability assumed by agreement, unless liability would have attached without such agreement; the consequences of any circumstances known to You at the start of this cover which may give rise to a claim; liability arising from professional counselling services; any legal action brought in a court outside the Geographical Limits; any claim made arising from any act committed or alleged to have been committed prior to the Retroactive Date.
<p>11. Errors & omissions</p> <p>This extension only covers losses from claims first made against You and notified to Us during the Period of Insurance.</p> <p>We will cover You against Your legal liability to pay damages and Legal Costs as a result of errors or omissions in the provision of services and facilities provided by You or on Your behalf in connection with Your Business.</p> <p style="text-align: right;">continued</p>	<p>We will not cover:</p> <ol style="list-style-type: none"> liability where indemnity is provided by any other insurance; liability in respect of Injury or Damage to property; any person committing or condoning any criminal, dishonest or fraudulent act or omission; liability assumed by agreement, unless liability would have attached without such agreement; the consequences of any circumstances known to You at the start of this cover which may give rise to a claim; <p style="text-align: right;">continued</p>

What is covered	What is not covered
<p>Limit As shown in the schedule.</p> <p>All claims attributable to the same error or omission or series of errors or omissions resulting from or attributable to the same original cause or source will be regarded as one claim.</p> <p>All such claims will be considered first made on the date on which the earliest claim is first made.</p>	<ol style="list-style-type: none"> 6. any legal action brought in a court outside the Geographical Limits; 7. any claim arising from any act committed or alleged to have been committed prior to the Retroactive Date; 8. liability arising from any allegation of unfair or wrongful dismissal and all other employment disputes; or 9. liability arising from any allegation of discrimination.
<p>12. Errors & omissions – Independent examination</p> <p>This extension only covers losses from claims first made against the Independent Examiner and notified to Us during the Period of Insurance.</p> <p>We will cover Your appointed Independent Examiner against their legal liability to pay damages and Legal Costs 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.</p> <p>Limit As shown in the schedule.</p> <p>All claims attributable to the same error or omission or series of errors or omissions resulting from or attributable to the same original cause or source will be regarded as one claim.</p> <p>All such claims will be considered first made on the date on which the earliest claim is first made.</p>	<p>We will not cover:</p> <ol style="list-style-type: none"> 1. liability where indemnity is provided by any other insurance; 2. liability in respect of Injury or Damage to property; 3. any person committing or condoning any criminal, dishonest or fraudulent act or omission; 4. liability assumed by agreement, unless liability would have attached without such agreement; 5. the consequences of any circumstances known to the Independent Examiner at the start of this cover which may give rise to a claim; 6. liability arising from a full audit of the accounts by a registered auditor; 7. any legal action brought in a court outside the Geographical Limits; 8. any claim arising from any act committed or alleged to have been committed prior to the Retroactive Date.

What is covered	What is not covered
<p>13. Reimbursement of additional motor costs for officials and authorised volunteers</p> <p>In the event of any accident involving the use of a private car belonging to one of Your Church Officials, Authorised Volunteers or Employees whilst being used for Your Business, We will, at Your request, cover such person for:</p> <p>a. The monetary value of the excess imposed by their motor insurer at the time of the claim in relation to such accident.</p> <p>Limit As shown in the schedule.</p> <p>b. The monetary value of:</p> <ul style="list-style-type: none"> i. the no claims bonus or discount that they have forfeited; or ii. the increase in premium 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. <p>Limit As shown in the schedule.</p> <p>This indemnity is subject to Us receiving written proof that such excess or change in premium has been imposed.</p> <p>The 'Vehicles and crafts' exclusion does not apply to this extension.</p>	

What is covered	What is not covered
<p>Professional counselling services</p> <p>This extension is optional. The schedule will show if it is in force.</p> <p>This extension only covers losses from claims first made against You and notified to Us during the Period of Insurance.</p> <p>We will cover You against Your legal liability to pay damages and Legal Costs as a result of neglect, error or omission in the provision of professional counselling services in conjunction with Your Business for:</p> <ul style="list-style-type: none"> a. accidental Injury of persons other than any Employed Person; b. accidental loss of or Damage to Property not belonging to You; c. financial loss not covered under a. or b. above. <p>Limit As shown in the schedule.</p> <p>All claims attributable to the same act, error or omission or series of acts, errors or omissions resulting from or attributable to the same original cause or source will be regarded as one claim.</p> <p>All such claims will be considered first made on the date on which the earliest claim is first made.</p>	<p>We will not cover:</p> <ul style="list-style-type: none"> 1. liability where indemnity is provided by any other insurance or other extension of this Policy; 2. any person committing or condoning any criminal, dishonest or fraudulent act or omission; 3. liability assumed by agreement, unless liability would have attached without such agreement; 4. the consequences of any circumstances known to You at the commencement of this cover which may give rise to a claim; 5. any legal action brought in a court outside the Geographical Limits; 6. any claim arising from any act committed or alleged to have been committed prior to the Retroactive Date; 7. any claim arising from professional counselling services provided by anyone whose name has not been provided to Us before the services were provided.
<p>Parish nursing</p> <p>This extension is optional. The schedule will show if it is in force.</p> <p>We will cover You against Your legal liability to pay damages and Legal Costs arising out of:</p> <ul style="list-style-type: none"> 1. accidental Injury or Damage to property happening during the Period of Insurance; and 2. in connection with Your Business, which is caused by error or omission in the provision of parish nursing services by a nurse registered with the Nursing and Midwifery Council. <p>Limit As shown in the schedule.</p>	

What is covered	What is not covered
<p>Legionella</p> <p>This extension is optional. The schedule will show if it is in force.</p> <p>We will cover You against Your legal liability to pay damages and Legal Costs arising out of accidental Injury which gives rise to a claim made against You and notified to Us during the Period of Insurance caused by the discharge, dispersal, release or exposure of legionella bacteria from any premises within the Geographical Limits.</p> <p>Limit The most We will pay in the Period of Insurance for all claims inclusive of Legal Costs is the amount shown in the schedule.</p> <p>All claims arising out of any one incident of discharge, dispersal, release or exposure shall be deemed to be made in the period of insurance when:</p> <ol style="list-style-type: none"> 1. the first claim was first made against You and notified to Us; 2. the first notification of the incident was made to Us. 	<p>We will not cover:</p> <ol style="list-style-type: none"> 1. liability for accidental Injury caused prior to the Retroactive Date; 2. liability arising under contract or agreement for which You would not be liable in the absence of such contract or agreement; 3. liability arising in connection with Products or contract work executed by You; 4. fines or penalties; 5. liability in connection with advice, design or specification provided by You; 6. liability when You fail to take reasonable precautions to comply with any regulation related to the control of risk from exposure to legionella bacteria.

Cover 3 – Prosecution defence costs

What is covered	What is not covered
<p>We will cover You in respect of:</p> <ol style="list-style-type: none"> 1. legal costs and expenses incurred with Our prior written consent; and 2. 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: <ol style="list-style-type: none"> a. the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978; b. Part II of the Consumer Protection Act 1987; or c. the Food Safety Act 1990, alleged to have been committed during the Period of Insurance in connection with the Business. <p>Limit As shown in the schedule.</p> <p>Where We cover more than one person the most We will pay is the limit of indemnity shown in the schedule, regardless of how many people are covered.</p>	<p>We will not provide cover:</p> <ol style="list-style-type: none"> 1. Other insurance <ol style="list-style-type: none"> a. where cover is provided by any other insurance; b. in circumstances where Injury or Damage has occurred which may be the subject of a claim under either the 'Employers' liability' or 'Public & products liability' covers of this Policy. 2. Fines or penalties in respect of fines or penalties of any kind. 3. Food Safety Act 1990 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. 4. Deliberate acts or omissions where the proceedings have resulted from any deliberate act or omission by: <ol style="list-style-type: none"> a. You, or any of Your Church Officials; b. any Employed Person 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.

Condition applying to Cover 1 'Employers' liability' and Cover 3 'Prosecution defence costs' only

Claims condition – Our rights

We may at any time pay to **You** the relevant limit of indemnity less any amount already paid or incurred or any lesser amount for which at **Our** discretion any claim or claims can be settled.

We will then have no further liability for, or control of, the claim.

Condition applying to Cover 2 'Public & products liability' only

Claims condition – Our rights

We may at any time pay to **You** the relevant limit of indemnity 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.

Other than claims 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.

We will then have no further liability for, or control of, the claim.

Liabilities section cyber exclusion

No indemnity will be provided in respect of any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident** regardless of any other cause or event contributing concurrently or in any other sequence thereto.

This exclusion will not apply to legal liability to pay damages and **Legal Costs** resulting from:

1. statutory liability under the Employers' Liability cover;
2. liability caused by or arising out of a **Cyber Act** or a **Cyber Incident** that results in **Injury** to third parties or physical damage to third party **Property**;
3. liability arising under the Data Protection extension.

Any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data** is not covered and is not considered as physical loss or damage for the purposes of this exclusion.

However, this exclusion does not apply to the extensions for:

- ▶ Errors & omissions;
- ▶ Errors & omissions – Independent examination;
- ▶ Libel, slander and breach of intellectual property rights;
- ▶ What is covered paragraph c. of the Pastoral care indemnity extension;
- ▶ What is covered paragraph c. of the Professional counselling services extension.

Section 7 – Church council & trustee indemnity

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

Note (not forming part of the policy)

Cover under this section is on a 'claims made' basis, which means it covers claims made against you and notified to us during the period of insurance. It is therefore important that as soon as you become aware of any claim being made against you, or anything that might result in a claim, you notify us.

Definitions used in this section

Where these words or phrases appear in bold in this section of the **Policy**, they have the meaning shown below. Other defined words can be found in the 'Policy definitions'.

Asbestos

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

Church Council

The Parochial Church Council, Vestry or equivalent body named in the schedule.

Denial of Service Attack

Malicious and unauthorised attack which overloads any **System**.

Employee

Anyone employed by **You** under a contract of service or apprenticeship or any **Authorised Volunteer** directly engaged by **You** to carry out at any time:

1. any duty concerning the **Church Council** on **Your** behalf; or
2. any other managerial or supervisory duty concerning the **Church Council**; or
3. any other work wholly or mainly for the charitable purposes of the **Church Council**.

Hacking

Unauthorised or malicious access to any **System** or data by electronic means.

Insured Person

1. Anyone who is at any time a trustee, director, officer or member of the **Church Council**;
2. any **Employee** when acting on behalf of 1. above;
3. the lawful spouse (or any person with a similar status in law) of 1. and 2. above if **Your** legal liability is transferred to them;
4. the estate, heirs, legal representatives or assigns of 1. 2. and 3. above who has died, but only in respect of personal indemnity to which **You** are entitled under this section, but this does not include a trust, corporation or the receiver, administrator, administrative receiver, liquidator or external auditor of 1. 2. 3. and 4. above.

Investigation Costs

Legal costs, charges and expenses reasonably incurred in obtaining advice and representation concerning any proceedings which are initiated during the **Period of Insurance** by any official body or institution that is legally empowered to investigate or examine the affairs of the **Church Council**.

Loss(es)

1. Damages and costs which the **Insured Person** or **Church Council** is legally liable to pay; and
2. legal costs, charges and expenses reasonably incurred in defending or appealing a claim described in 1. above or other legal proceedings covered under this section.

Outside Trustee

Any **Insured Person** 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:

1. the **Church Council**;
2. any entity:
 - a. having its securities listed or traded on any exchange in the United States of America; or
 - b. possessing any tangible or intangible asset located within the United States of America.

Pollution Defence Costs

Legal costs, charges and expenses reasonably incurred to obtain advice and representation in the defence of any criminal proceedings which are initiated during the **Period of Insurance** in respect of any actual, alleged or threatened seepage, pollution or contamination.

System(s)

Any computer, or other computing and electronic equipment linked to a computer, hardware, electronic data processing equipment or microchips for any part of its operation. This also includes any computer installation.

System Failure

The complete or partial failure or inability whether in terms of availability, functionality and/or performance or otherwise of a **System** (whether or not owned by **You**) to operate at any time as desired, specified or required.

Virus

Programming code designed to achieve an unexpected, unauthorised or undesirable effect or operation when:

1. loaded into a **System**;
2. transmitted between **Systems** via networks, extranets, internet, email, attachments to email or through any disc or similar device, whether or not involving self-replication.

Wrongful Act(s)

Any actual or alleged act, error or omission which is wrongfully committed or attempted by:

1. anyone in paragraph 1. or 2. of the definition of **Insured Person**; or
2. the **Church Council**,
when carrying out their or its duties on or after any 'Wrongful act date' stated in the schedule.

You/Your/Yours

Anyone who is entitled to make a claim for indemnity under this section.

What is covered	What is not covered – Covers 1, 2 & 3
<p>1. Trustee liability</p> <p>We will cover an Insured Person for Loss arising from a claim first made against them and notified to Us during the Period of Insurance, which results directly from a Wrongful Act.</p> <p>2. Reimbursement</p> <p>We will cover the Church Council for Loss which it is required or permitted by law to pay to, or on behalf of, an Insured Person arising from a claim first made against the Insured Person and notified to Us during the Period of Insurance, which results directly from a Wrongful Act.</p> <p>3. Church council liability</p> <p>We will cover the Church Council for Loss arising from a claim first made against it and notified to Us during the Period of Insurance, which results directly from the Church Council's Wrongful Act.</p>	<p>We do not cover:</p> <p>1. Other insurance</p> <p>anything for which indemnity is more specifically provided under any other section of, or extension to, this Policy.</p> <p>2. Advice</p> <p>any liability directly arising from the provision of any counselling, advice or professional service.</p> <p>3. Fraud and reckless acts</p> <p>any liability arising from any act of Yours which is found by way of a final decision of a court or tribunal, or any formal admission by You to:</p> <ol style="list-style-type: none"> have gained any profit or advantage to which You were not legally entitled; have received any remuneration to which You were not legally entitled; be guilty of dishonesty, fraud or wilful or reckless conduct; have not been in the best interests of the Church Council. <p>4. Prior and pending</p> <p>any claim arising from circumstances:</p> <ol style="list-style-type: none"> known to You, the Church Council or the Insured Person; notified under any other policy which was in force, <p>prior to the date cover under this section began which might reasonably have been expected to give rise to a claim.</p> <p>5. Injury</p> <p>bodily injury, mental injury, death, disease or illness to any person.</p> <p>6. Pension</p> <p>any liability arising from You acting in the capacity as trustee or administrator of any pension fund or scheme.</p> <p style="text-align: right;">continued</p>

What is covered	What is not covered – Covers 1, 2 & 3
	<p>7. Failure to insure</p> <p>any liability arising from any failure to arrange or maintain insurance.</p> <p>8. Legal jurisdiction</p> <p>any liability arising from any legal action brought within the jurisdiction of the United States of America or Canada.</p> <p>9. Employment dispute</p> <p>Loss relating to any claim for unfair or wrongful dismissal or any other employment dispute.</p> <p>10. Guarantee or agreement</p> <p>any liability:</p> <ul style="list-style-type: none"> a. arising from any personal guarantee or assurance You give to anyone (other than Your assurance that You have authority to do something); b. arising from any agreement that You shall pay any penalty or fixed sum of money to anyone; c. assumed by agreement, unless You would still be legally liable even if that guarantee, assurance or agreement did not exist. <p>11. Fines or penalties</p> <ul style="list-style-type: none"> a. fines or penalties; b. liquidated damages; c. any compensation awarded by a court of criminal jurisdiction; d. multiplied, aggravated, exemplary or punitive damages. <p>12. Property damage</p> <p>Damage to or loss of use of any property, other than loss of documents.</p> <p>13. Pollution</p> <p>any liability arising out of, or in any way involving or connected with seepage or pollution or contamination of any kind. However, this does not apply to covered Pollution Defence Costs.</p>

What is covered	What is not covered – Cover 3 'Church council liability' only
	<p>We do not cover:</p> <ol style="list-style-type: none"> 1. Cyber any liability directly or indirectly caused by or arising from: <ol style="list-style-type: none"> a. System Failure; b. Virus; c. Denial of Service Attack; d. Hacking. 2. Vehicles and crafts any liability arising from the ownership, possession or use by You, or on Your behalf, of any: <ol style="list-style-type: none"> a. mechanically propelled vehicle; or b. craft designed to travel in, on or through water, air or space. 3. Products any liability arising from anything manufactured, sold or supplied by, or on behalf of, the Church Council or Insured Person. 4. Asbestos any liability arising out of, or in any way involving or connected with Asbestos or any materials containing Asbestos in whatever form or quantity. 5. Breach of contract Loss arising from any actual or alleged breach of any contract or agreement. 6. Intellectual property rights any liability arising from infringement of any intellectual property rights.

Limit of liability

The most **We** will pay in the **Period of Insurance** is the amount stated in the schedule as the limit of indemnity.

Unless stated otherwise in the schedule, the limit of indemnity is the most **We** will pay in the **Period of Insurance** irrespective of the number of claims, claimants or losses.

If a particular **Wrongful Act** or other event results in more than one claim by **You** under this section, **We** will treat all the claims concerned as if they were a single claim made at the time of the earliest of the corresponding:

1. claims made against **You** which result in **Loss**; or
2. proceedings brought against **You** which result in **Investigation Costs** or **Pollution Defence Costs**; or
3. losses (other than **Loss**, **Investigation Costs** or **Pollution Defence Costs**) which **You** discover **You** have suffered.

Extensions

Unless specifically stated otherwise all limits are included within and not in addition to the Limit of liability for this section.

Each of the following is subject to the terms of this **Policy**.

What is covered	What is not covered
<p>1. Extended reporting period</p> <p>If We or You cancel or We refuse to offer renewal of this section of the Policy, and You do not replace the cover by any other similar policy with another insurer, then You will be entitled to an extension of the Period of Insurance in respect of claims made after the effective date of such cancellation or refusal to renew.</p> <p>The offer by Us of terms, conditions or limits of indemnity that differ from those of the current Period of Insurance will not constitute a refusal to renew.</p> <p>This extension does not apply if the Policy is cancelled for non-payment of premium.</p> <p>Limit As shown in the schedule.</p>	<p>Losses arising from any Wrongful Acts occurring after the date of cancellation or refusal to renew.</p>

What is covered	What is not covered
<p>2. Retired trustees</p> <p>If You do not renew this section of the Policy, cover will remain in force for the period of time shown in the schedule for the benefit of any Insured Person who retired or resigned before the date of non-renewal.</p> <p>We will only give this cover provided that the period will run at the same time as any Extended reporting period.</p> <p>Limit As shown in the schedule.</p>	<ol style="list-style-type: none"> 1. Indemnity provided by any other insurance. 2. Claims arising from any Wrongful Act after the date of retirement or resignation of the Insured Person.
<p>3. Outside boards</p> <p>The cover under this section extends to any Wrongful Act committed by an Insured Person in the capacity as an Outside Trustee. However, We shall only pay any Loss in excess of the combined total of all other potentially applicable cover whether or not it actually responds to the Loss.</p> <p>Limit As shown in the schedule.</p>	
<p>4. Emergency costs and expenses</p> <p>If 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 that would otherwise be covered.</p> <p>Limit As shown in the schedule.</p>	
<p>5. Investigation costs</p> <p>We will cover the Insured Person or Church Council for Investigation Costs.</p> <p>Limit As shown in the schedule.</p>	

What is covered	What is not covered
<p>6. Pollution defence costs</p> <p>We will cover:</p> <ul style="list-style-type: none"> a. an Insured Person; or b. the Church Council, <p>for Pollution Defence Costs resulting from their or its Wrongful Act.</p> <p>Limit As shown in the schedule.</p>	
<p>7. Compensation for court attendance</p> <p>If We request any Insured Person attend any court, arbitration, adjudication, mediation or other hearing as a witness in connection with a claim under this section of the Policy, We will pay You for each day on which attendance is required.</p> <p>Limit As shown in the schedule.</p>	

Conditions

1. Notification of claims

It is a condition that **You**:

- a. give **Us** notice of every:
 - i. situation **You** become aware of during the **Period of Insurance** which might reasonably result in any claim under this section;
 - ii. **Loss You** discover or claim made against **You** during the **Period of Insurance** for which there may be cover under this section,

as soon as possible and always within 30 days of **You** becoming aware of it.

If anything **You** notify under a. i. does result in a claim under this section that claim will be treated as having resulted from a claim made, or legal proceedings initiated against **You**, within the **Period of Insurance**;
- b. send **Us** immediately and unanswered every letter, claim, form, summons or similar document concerning **Your** claim which **You** receive;
- c. give **Us** as soon as possible all the information, documents and assistance **We** need to deal with everything **You** notify under a. i. and **Your** claim;
- d. do not make any admission of liability or any offer, promise or payment of indemnity to anyone without **Our** consent.

2. Conduct and settlement of claims

- a. **You** do not have to carry on any legal proceedings or settle any claim unless counsel (whose appointment is agreed by **You** and **Us**) considers that this is in **Your** best interests.
- b. **We** may at any time pay to **You** the relevant limit of indemnity, less any amount already paid or incurred, or any lesser amount for which at **Our** discretion any claim or claims can be settled.
We will then have no further liability for, or control of, the claim.
- c. **We** will advance legal costs, charges and expenses incurred with **Our** prior written consent. However, if it is finally established that **You** are not entitled to any such payments, **You** must repay them to **Us**.
- d. If more than one **Excess** applies **We** will only deduct the largest **Excess** from the total **We** pay **You**.
If, upon conclusion of all legal proceedings (including all appeal proceedings) relating to **Your** claim, **You** are neither found to have any legal liability to pay any damages to anyone nor convicted of any offence, **We** will not deduct any **Excess** from what **We** pay **You** for that claim.

3. Personal cover

We will treat:

- a. the application for this insurance as a separate application for cover by each of **You**;
 - b. each claim made against **You** and each loss suffered by **You** as personal to **You**;
 - c. each claim **You** make for indemnity as personal to **You**,
- and the right of each of **You** to indemnity is not affected by the situation or conduct of anyone else.

Section 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 through ARAG Legal Expenses Insurance Company Ltd (ARAG).

We are responsible for paying any claims under this section but ARAG manage all claim matters and correspondence on our behalf.

If you wish to speak to ARAG about a legal problem or make a claim, please phone:

 **0345 266 0029**

You can phone ARAG at any time 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 also call the same number to receive general legal advice on any matter under UK or EU Law. ARAG will ask you about your legal issue and if necessary call you back to deal with your query.

Reporting a claim

Please do not ask for help from a lawyer, accountant or anyone else before ARAG have agreed that you should do so. If you do, we will not pay the costs involved even if we accept the claim.

To report your claim, call ARAG on **0345 266 0029**, available 24 hours a day, 7 days a week. Have your reference number EPS/6871845 ready and ARAG will ask you about your claim.

ARAG will check your claim is covered by your policy and, if it is, will send it to a lawyer who specialises in your type of claim.

The lawyer will assess your case and tell you how likely it is you will win. If you are more likely than not to win, the lawyer will manage the case from start to finish.

Please note this is an overview of the claims process for guidance purposes only. ARAG's claims handlers can answer any questions you may have when they receive your claim. Alternatively you can visit: **www.claims.araginsurance.co.uk**

ARAG Head and Registered Office:

ARAG Legal Expenses Insurance Company Ltd,
Unit 4a,
Greenway Court,
Bedwas,
Caerphilly CF83 8DW.

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

Website: www.arag.co.uk

ARAG Data Protection

In addition to any other data processing notice provided in relation to this policy, data under this policy will be processed by ARAG Legal Expenses Insurance Company Ltd (ARAG). When you purchase and use this policy, ARAG will process personal information about you, and anyone else whose details are provided to them to provide you with a service or a claim.

ARAG will process your personal information in accordance with their Privacy Notice. You can find their Privacy Notice online at www.arag.co.uk/privacy. Alternatively, you can make a request for a printed copy to be sent to you by contacting dataprotection@arag.co.uk

Definitions used in this section

Where these words or phrases appear in bold in this section of the **Policy**, they have the meaning shown below. Other defined words can be found in the 'Policy definitions'.

Act of Terrorism

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 or reasons, including the intention to influence any government and/or to put the public or any section of the public in fear.

Appointed Representative

The **Preferred Law Firm or Tax Consultancy**, law firm, accountant or other suitably qualified person **ARAG** appoint to act on the **Insured Person's** behalf in accordance with the terms of this section.

ARAG

ARAG Legal Expenses Insurance Company Ltd.

ARAG Standard Terms of Appointment

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). Where a law firm is acting on **Your** behalf the amount **We** will pay is currently £100 per hour. This amount may vary from time to time.

Charity Commission Enquiry/Enquiries

An investigation carried out by the Charity Commission into **Your** business accounts.

Costs and Expenses

1. All reasonable, proportionate and necessary costs chargeable by the **Appointed Representative** and agreed by **ARAG** in accordance with the **ARAG 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 **ARAG**.

Countries Covered

For **Insured Event 2** – Legal defence (excluding 2e. – Legal defence, Statutory notice appeals) and **Insured Event 6b.** – Property protection and personal injury, Personal injury:

The United Kingdom of Great Britain and Northern Ireland, 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.

Date of Occurrence

1. For civil cases (other than as specified under 3. to 7. below), 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. (This is the date the event happened, which may be before the date **You** or an **Insured Person** first became aware of it.);
2. For criminal cases, the date the **Insured Person** began or is alleged to have begun to break the law;
3. For **Insured Event 2e.** – 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 3** – Statutory licence appeal, the date when **You** first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, or refuse to renew or cancel **Your** licence or mandatory registration or British Standard Certificate of Registration;
5. For **Insured Event 7a.** – Tax protection for **Tax Enquiries** the date when HM Revenue & Customs or the relevant authority first notifies **You** of its intention to carry out an enquiry.
6. For **Insured Event 7b.** – Tax protection for **Charity Commission Enquiries**, the date **You** receive notification from the Charity Commission that they are to conduct an investigation; or
7. For **Insured Events 7c. and d.** – Tax protection for **VAT Disputes** or **Employer Compliance Disputes**, the date the dispute arises during the **Period of Insurance** following the issue of an assessment, written decision or notice of a civil penalty.

Employer Compliance Dispute(s)

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)

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

Insured Person

1. **You** and **Your** directors, trustees, partners, managers, employees, officers, workers and **Authorised Volunteers**;
2. the estates, heirs, legal representatives or assigns of any person mentioned in 1. above in the event of such person dying; or
3. a person contracted to perform work for **You** who works for **You** on the same basis as **Your** employees, and performs that work under **Your** supervision and direction.

Limit of Indemnity

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 the **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

The period for which **We** have agreed to cover **You**.

Preferred Law Firm or Tax Consultancy

A law firm, barristers' chambers or tax expert **ARAG** choose to provide legal or other services.

These specialists are chosen as they have the proven expertise to deal with the **Insured Person's** claim and must comply with **ARAG's** agreed service standard levels, which they audit regularly.

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

Reasonable Prospects

1. For civil cases, arising from all **Insured Events** (other than **Insured Events** 1 – Employment practices legal protection and compensation awards and 2 – Legal defence) 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 **ARAG** has agreed to including an enforcement of judgment), or make a successful defence must be at least 51%.
A **Preferred Law Firm or Tax Consultancy** on **ARAG's** behalf will assess whether there are **Reasonable Prospects**;
2. For criminal cases, there is no requirement for there to be prospects of a successful outcome;
3. For civil and criminal appeals, the prospects of a successful outcome must be at least 51%.

Tax Enquiry(ies)

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

1. includes a request to examine any aspect of **Your** books and records; or
2. advises of a check of **Your** whole tax return.

VAT Dispute(s)

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 will indemnify **You** (or where specified, the **Insured Person**) in respect of any **Insured Event** shown as included in the schedule arising in connection with **Your** activities, subject to the terms, conditions, exclusions and limitations set out in this section of the **Policy**, provided that:

1. **Reasonable Prospects** exist for the duration of the claim, and
2. the **Date of Occurrence** of the **Insured Event** is during the **Period of Insurance**, or

3. the **Date of Occurrence** of the **Insured Event** is during the currency of a previous equivalent legal expenses insurance policy, provided that:
 - a. the previous legal expenses insurance policy required **You** to report claims during its currency;
 - b. **You** could not have notified a claim previously as **You** could not have reasonably been aware of the **Insured Event**;
 - c. cover has been continuously maintained in force;
 - d. any claim that should have been reported under a previously operative legal expenses insurance policy; will not be covered by **Us**;
 - e. the available **Limit of Indemnity** shall be limited to the lesser of the sums payable under this or **Your** previous policy, and
4. the **Insured Event** happens within the **Countries Covered**, and
5. any legal proceedings will be dealt with by a court or other body which **ARAG** agree to 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 **ARAG** has agreed to provided that:

1. the most **We** will pay for **Costs and Expenses** and 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** is no more than the amount **We** would have paid to a **Preferred Law Firm or Tax Consultancy**.
(The amount **We** will pay a law firm where acting on **Your** behalf is currently £100 per hour - this amount may vary from time to time);
3. in respect of an appeal or the defence of an appeal, **You** must tell **ARAG** as soon as possible and within the statutory time limits allowed that **You** want to appeal.
Before **We** pay the **Costs and Expenses** for appeals, **ARAG** must agree that **Reasonable Prospects** exist;
4. in respect of an enforcement of judgment to recover money and interest due to **You** after a successful claim under this section of the **Policy**, **ARAG** must agree that **Reasonable Prospects** exist;
5. 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; and
6. in respect of **Insured Event** 2g. – Legal defence, Jury service and court attendance, the maximum **We** will pay is the **Insured Person's** net salary or wages for the time they are attending court or tribunal less any amount **You**, the court or tribunal pays. **We** will also reimburse **You** for net salary or wages that **You** have paid the **Insured Person** for that time, less any amount they have been paid by, or can recover from, the court or tribunal.

What we will not pay

1. In the event of a claim if **You** decide not to use the services of a **Preferred Law Firm or Tax Consultancy**, **You** will be responsible for any costs that fall outside the **ARAG Standard Terms of Appointment** and these will not be paid by **Us**.
2. If **You** are registered for VAT, **We** will not pay the VAT element of any **Costs and Expenses**.

What is not covered

Applying to all Insured Events

1 Late notification

Any claim reported to **ARAG** more than 180 days after the date **You** should have known about the **Insured Event**.

2 Costs incurred prior to acceptance

Costs and Expenses incurred before **ARAG's** expressed acceptance.

3 Fines and penalties

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** 1b. – Employment practices legal protection and compensation awards, Compensation awards and **Insured Event** 2c. – Legal defence, Data protection.

4 Ecclesiastical law

Any claim arising out of ecclesiastical law and falling within the jurisdiction of the ecclesiastical courts.

5 Unauthorised actions

Any legal action an **Insured Person** takes which **ARAG** or the **Appointed Representative** have not agreed to or where the **Insured Person** does anything that hinders **ARAG** or the **Appointed Representative**.

6 Intellectual property

Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.

7 Deliberate actions

Any wilful act or omission of an **Insured Person** deliberately intended to cause a claim under this section of the **Policy**.

8 Rights under franchise

Any claim relating to rights under a franchise or agency agreement entered into by **You**.

9 Disputes

Any claim under this section of the **Policy** for a dispute with **Us** or **ARAG**. For disagreements with **ARAG** about the handling of a claim under this section of the **Policy**, refer to condition 8 of this section.

10 Shareholding

Any claim relating to a shareholding or partnership share in **You**.

11 Judicial review

Costs and Expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.

This exclusion does not apply to **Insured Event** 6b. – Property protection and personal injury, Personal injury.

12 Bankruptcy

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 Libel and slander

Any claim relating to written or verbal remarks that damage the **Insured Person's** reputation.

14 Representation

Any claim where an **Insured Person** is not represented by a law firm, barrister or tax expert.

15 Terrorism

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**.

Insured events

What is covered	What is not covered
<p>1 Employment practices legal protection and compensation awards</p> <p>a. Employment practices legal protection Costs and Expenses to defend Your legal rights:</p> <ol style="list-style-type: none"> 1. before the issue of legal proceedings in a court or tribunal: <ol style="list-style-type: none"> i. following the dismissal of an employee; or ii. where an employee or ex-employee has contacted ACAS ('Advisory, Conciliation and Arbitration Service') to commence the Early Conciliation procedure. 2. in unfair dismissal disputes under the ACAS Arbitration Scheme; or 3. in legal proceedings in respect of any dispute relating to: <ol style="list-style-type: none"> i. a contract of employment with You; or ii. an alleged breach of the statutory rights of an employee, ex-employee or prospective employee under employment legislation. <p>b. Compensation awards Where ARAG have accepted a claim under Insured Event 1a. – Employment practices legal protection and compensation awards, Employment practices legal protection, We will pay up to the Limit of Indemnity for the following:</p> <ol style="list-style-type: none"> 1. any basic and compensatory award; and/or 2. an order for compensation or damages following a breach of Your statutory duties under employment legislation. <p>Provided that: any sum of money in settlement of a dispute is awarded by a court or tribunal or through the ACAS Arbitration Scheme under a judgment made, after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by ARAG.</p> <p style="text-align: right;">continued</p>	<p>For a. Employment practices legal protection cover:</p> <ol style="list-style-type: none"> 1. Employee internal disciplinary or grievance procedures. 2. Any claim in respect of damages for personal injury or loss of or damage to property. 3. Any claim relating to pursuing Your legal rights. <p>For b. Compensation awards cover:</p> <ol style="list-style-type: none"> 1. Any compensation award relating to the following: <ol style="list-style-type: none"> 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. 2. Non-payment of money due under a contract. 3. Any award ordered because You have failed to provide relevant records to employees under National Minimum Wage legislation. <p style="text-align: right;">continued</p>

What is covered	What is not covered
<p>c. Employee civil legal defence Costs and Expenses to defend the Insured Person's (other than Your) legal rights if:</p> <ol style="list-style-type: none"> 1. an event arising from their work leads to civil action being taken against them under legislation for unlawful discrimination, including decisions not to solemnise a marriage based on conscientious rights of objection; or 2. civil action is being taken against them as trustee of a pension fund set up for the benefit of Your employees. <p>We will only provide cover for an Insured Person (other than You) at Your request.</p> <p>d. Service occupancy Costs and Expenses to recover possession of premises owned by You, or for which You are responsible, from an employee or ex-employee of Yours.</p>	<ol style="list-style-type: none"> 4. Any compensation award or increase in a compensation award relating to failure to comply with a current or previous recommendation made by a tribunal. 5. A settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure. <p>For d. Service occupancy cover: Any claim relating to defending Your legal rights, other than defending a counter-claim that is an Insured Event under this section of the Policy.</p>
<p>2 Legal defence</p> <p>Costs and Expenses to defend the Insured Person's legal rights in respect of the following:</p> <ol style="list-style-type: none"> 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. <p style="text-align: right;">continued</p>	<p>For a. Criminal pre-proceedings cover:</p> <ol style="list-style-type: none"> 1. Any criminal investigation or enquiry by, with, or on behalf of, HM Revenue & Customs. 2. Any claim relating to a parking offence. <p>For b. Criminal prosecution defence cover: Any claim relating to a parking offence.</p> <p style="text-align: right;">continued</p>

What is covered	What is not covered
<p>Provided that: for Insured Events 2a. – Legal defence, Criminal pre-proceedings and 2b. – Legal defence, Criminal prosecution defence:</p> <ol style="list-style-type: none"> for claims relating to the Health and Safety at Work etc. Act 1974, the Countries Covered shall be any place where the Act applies. We will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the business shown in the schedule. <p>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:</p> <ol style="list-style-type: none"> An individual. We will also pay any compensation award, up to the Limit of Indemnity, in respect of such a claim. 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. <p>Provided that: in respect of 2c.1. – Legal defence Data protection, 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.</p> <p>We will not cover the cost of fines imposed by the Information Commissioner, or any other regulatory and/or criminal body.</p> <p>d. Wrongful arrest Civil action taken against the Insured Person for wrongful arrest, in respect of an accusation of theft alleged to have been carried out during the Period of Insurance.</p> <p style="text-align: right;">continued</p>	<p>For c. Data protection cover: Any claim relating to:</p> <ol style="list-style-type: none"> The loss, alteration, corruption or distortion of, or damage to stored personal data; or A reduction in the functionality, availability, or operation of stored personal data, where either i. or ii. above have resulted from hacking (unauthorised access), malicious or negligent transfer (electronic or otherwise) of a computer program that contains any malicious or damaging code, computer virus or similar mechanism. <p style="text-align: right;">continued</p>

What is covered	What is not covered
<p>e. Statutory notice appeals An appeal against the imposition or terms of any statutory notice issued under legislation affecting Your activities.</p> <p>f. Party Walls Act An appeal against an award made under the Party Walls Act.</p> <p>We will also pay for:</p> <p>g. Jury service and court attendance An Insured Person's absence from work:</p> <ol style="list-style-type: none"> 1. to perform jury service. 2. to attend any court or tribunal at the request of the Appointed Representative. <p>Provided that: for each of the above sections of Insured Event 2 – Legal defence, You request that ARAG provides cover for the Insured Person.</p>	<p>For e. Statutory notice appeals cover:</p> <ol style="list-style-type: none"> 1. Any statutory notice issued by an Insured Person's regulatory or governing body. 2. Any appeal against the imposition or terms of any statutory notice issued in connection with Your licence, mandatory registration or British Standard Certificate of Registration.
<p>3 Statutory licence appeal</p> <p>Costs and Expenses in appealing to the relevant statutory or regulatory authority, court or tribunal following a decision by a licensing or regulatory authority to suspend or alter the terms of or refuse to renew or cancel Your licence or mandatory registration or British Standard Certificate of Registration.</p>	<ol style="list-style-type: none"> 1. The original application or renewal application of a statutory licence or mandatory registration or British Standard Certificate of Registration. 2. Any licence appeal relating to the ownership, driving or use of a motor vehicle.
<p>4 Contract disputes</p> <p>Costs and Expenses in a contractual dispute arising from an 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.</p> <p>Provided that:</p> <ol style="list-style-type: none"> 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). 	<ol style="list-style-type: none"> 1. Any claim relating to the following: <ol style="list-style-type: none"> a. A dispute relating to an insurance policy, other than when Your insurer refuses a claim. b. The: <ol style="list-style-type: none"> i. sale; ii. purchase; iii. terms of a lease; iv. licence; or v. tenancy, of land or buildings, however We will cover a dispute with a professional adviser in connection with these matters.

continued

What is covered	What is not covered
	<ul style="list-style-type: none"> c. A loan, mortgage, pension, guarantee, or any other financial product, however We will cover a dispute with a professional adviser in connection with these matters. d. A motor vehicle owned by, or hired by, or leased to You, other than agreements relating to the sale of motor vehicles where You are engaged in the business of selling motor vehicles. <ol style="list-style-type: none"> 2. A dispute with an employee or ex-employee which arises out of or relates to a contract of employment with You. 3. A dispute which arises out of the: <ul style="list-style-type: none"> a. sale or provision of computer hardware, software, systems or services; or b. purchase or hire of computer hardware, software, systems or services tailored by a supplier to Your own specification. 4. A dispute arising from a breach or alleged breach of professional duty by an Insured Person. 5. The recovery of money and interest due from another party, other than disputes where the other party intimates that a defence exists.
<p>5 Debt recovery</p> <p>Costs and Expenses in a dispute relating to the recovery of money and interest due from the sale or provision of goods or services, including enforcement of judgments.</p> <p>Provided that:</p> <ol style="list-style-type: none"> 1. the debt exceeds £250 (including VAT). 2. the claim is made within 90 days of the money becoming due and payable. 3. ARAG has the right to select the method of enforcement, or to forego enforcing judgment, if they are not satisfied that there are or will be sufficient assets available to satisfy judgement. 	<ol style="list-style-type: none"> 1. Any claim relating to the following: <ul style="list-style-type: none"> a. The settlement payable under an insurance policy. b. The: <ul style="list-style-type: none"> i. sale; ii. purchase; iii. terms of a lease; iv. licence; or v. tenancy, of land or buildings. c. A loan, mortgage, pension, guarantee or any other financial product, however We will cover a dispute with a professional adviser in connection with these matters. <p style="text-align: right;">continued</p>

What is covered	What is not covered
	<ul style="list-style-type: none"> d. A motor vehicle owned by, or hired by, or leased to You, other than agreements relating to the sale of motor vehicles where You are engaged in the business of selling motor vehicles. 2. A dispute which arises out of the supply, hire, sale, or provision of computer hardware, software, systems or services. 3. The recovery of money and interest due from another party, where the other party intimates that a defence exists. 4. Any dispute which arises from debts You have purchased from a third party.
<p>6 Property protection and personal injury</p> <p>a. Property protection Costs and Expenses in a civil dispute relating to physical property which is owned by You or Your responsibility, provided that You have established the legal ownership or right to the physical property that is the subject of the dispute, or there are Reasonable Prospects of establishing that You have the legal ownership or right to the physical property, following:</p> <ul style="list-style-type: none"> 1. any event which causes physical damage to such physical property; or 2. a legal nuisance (meaning any unlawful interference with Your use or enjoyment of Your land, or some right over, or in connection with it); or 3. a trespass. <p>b. Personal injury At Your request, We will pay Costs and Expenses 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.</p>	<p>For a. Property protection cover: Any claim relating to the following:</p> <ul style="list-style-type: none"> 1. A contract entered into by You. 2. Physical property which is in transit, or which is lent or hired out. 3. 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. 4. Mining subsidence. 5. Defending Your legal rights, but We will cover defending a counter-claim that is an Insured Event under this section of the Policy. 6. 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). 7. The enforcement of a covenant by or against You. <p>For b. Personal injury cover: Any claim relating to:</p> <ul style="list-style-type: none"> 1. Any illness or bodily injury that happens gradually. 2. Psychological injury or mental illness, unless the condition follows a specific or sudden accident that has caused physical bodily injury. <p style="text-align: right;">continued</p>

What is covered	What is not covered
	<ol style="list-style-type: none"> 3. Defending an Insured Person's or their family members' legal rights, other than in defending a counter-claim. 4. Clinical negligence.
<p>7 Tax protection</p> <p>Costs and Expenses to 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:</p> <ol style="list-style-type: none"> a. a Tax Enquiry; b. a Charity Commission Enquiry; c. an Employer Compliance Dispute; or d. a VAT Dispute. <p>Provided that: You have taken reasonable care to ensure that all returns are complete and correct and submitted within the statutory time limits allowed.</p>	<p>Any claim relating to the following:</p> <ol style="list-style-type: none"> 1. A tax avoidance scheme. 2. Any failure to register for Value Added Tax or Pay As You Earn. 3. Any investigation or enquiries by, with, or on behalf of HM Revenue & Customs Special Investigations Section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160, or by the Revenue and Customs Prosecution Office. 4. Any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences. 5. Import or excise duties and import VAT.

Conditions

1. Your representation

- a. On receiving a claim, if representation is necessary, **ARAG** 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, if **You** prefer, choose a law firm or tax expert of **Your** own choice to act as the **Appointed Representative**.
ARAG 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**, **ARAG** 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 amount **We** would have paid if they had agreed to the **ARAG Standard Terms of Appointment**.
The amount **We** will pay a law firm (where acting as the **Appointed Representative**) is currently £100 per hour.
This amount may vary from time to time.
- d. The **Appointed Representative** must co-operate with **ARAG** at all times and must keep **ARAG** up to date with the progress of the claim.

2. Your responsibilities

An **Insured Person** must:

- a. co-operate fully with **ARAG** and the **Appointed Representative**;
- b. give the **Appointed Representative** any instructions that **ARAG** ask them to.

3. Offers to settle a claim

- a. An **Insured Person** must tell **ARAG** if anyone offers to settle a claim and must not negotiate or agree to any settlement without expressed consent from **ARAG**.
- b. If an **Insured Person** does not accept a reasonable offer to settle a claim, **We** will not 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 **ARAG** to take over and pursue or settle a claim in their name.

An **Insured Person** must allow **ARAG** to pursue at **Our** expense and for **Our** benefit, any claim for compensation against any other person and an **Insured Person** must give **ARAG** all the information and help **ARAG** need to do so.

4. Assessing and recovering costs

- a. An **Insured Person** must instruct the **Appointed Representative** to have **Costs and Expenses** taxed, assessed or audited if **ARAG** 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. Cancelling an appointed representative's appointment

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 **ARAG** agree to appoint another **Appointed Representative**.

6. Withdrawing cover

- a. If an **Insured Person** settles a claim or withdraws their claim without **ARAG'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.
- b. If, during the course of a claim, **Reasonable Prospects** no longer exist, the cover **We** provide will end at once. **We** will pay any **Costs and Expenses** and compensation awards **We** have agreed to, up to the date cover was withdrawn.

7. Expert opinion

If there is a disagreement between an **Insured Person** and **ARAG** on the merits of the claim or proceedings, or on a legal principle, **ARAG** may suggest **You** obtain, at **Your** own expense, an opinion on the matter from an independent and appropriate expert.

The expert must be approved in advance by **ARAG** and the cost expressly agreed in writing between the **Insured Person** and **ARAG**.

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 the **Insured Person** will recover damages (or obtain any other legal remedy that **ARAG** have agreed to) or make a successful defence. This does not affect the **Insured Person's** rights under condition 8.

8. Arbitration

If there is a disagreement about the handling of a claim and it is not resolved through **ARAG's** internal complaints procedure, the Financial Ombudsman Service may be able to help. This is a free arbitration service for eligible complaints. (Details available from www.financial-ombudsman.org.uk).

If the dispute is not covered by the Financial Ombudsman Service, there is a separate arbitration process available. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person.

If there is a disagreement over the choice of arbitrator, **ARAG** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.

9. Keeping to the policy terms

An **Insured Person** must:

- a. keep to the terms and conditions of this section of the **Policy**;
- b. take reasonable steps to avoid and prevent claims;
- c. take reasonable steps to avoid incurring unnecessary costs;
- d. send everything **ARAG** ask for in writing; and
- e. give **ARAG** full and factual details of any claim and any information they need.

10. Equivalent laws

All Acts of Parliament mentioned in this section of the **Policy** include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands, as appropriate.

Section 9 – Personal accident

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

Definitions used in this section

Where these words or phrases appear in bold in this section they will take the specific meaning shown below. Other defined words can be found in the 'Policy definitions'.

Accident

A sudden, unexpected, unforeseen and identifiable incident.

Act of Terrorism

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 or reasons, including the intention to influence any government and/or to put the public or any section of the public in fear.

Bodily Injury

Bodily injury caused by an **Accident** which directly and independently of any other cause results in disablement or death within 24 calendar months.

Insured Person(s)

The insured persons or categories of persons as shown in the schedule.

Loss of Hearing

Permanent, total and irrecoverable loss of hearing in one or both ears.

Loss of Limb(s)

1. Loss:
 - a. of a foot by permanent physical severance at or above the ankle; or
 - b. of the four fingers at or above the point where the fingers join the palm of the hand; or
2. permanent, total and irrecoverable loss of use of a complete leg, foot, arm or hand.

Loss of Sight

Permanent total and irrecoverable loss of sight in:

1. both eyes, resulting in the **Insured Person's** name being added to the Register of Blind Persons; or
2. one eye which is assessed at 3/60 or less on the Snellen scale, after correction with spectacles or contact lenses.

Loss of Speech

Permanent, total and irrecoverable loss of the ability to speak.

Medical Expenses

The cost of:

1. medical, surgical or other remedial treatment or care given or prescribed by a qualified medical practitioner; and
2. hospital, nursing home and ambulance charges, necessarily incurred to treat an **Insured Person** in connection with a covered claim under this section.

Operative Time

The period of time during which an **Insured Person** is covered as shown in the schedule.

Paraplegia

The permanent, total and irrecoverable paralysis of both legs.

Permanent Total Disablement

Total and absolute disablement (other than by **Loss of Limb(s)** or **Loss of Sight** or **Loss of Hearing** or **Loss of Speech**) from usual occupation or from that occupation for which the individual is suited by training or qualification and which:

1. has lasted for at least 104 weeks; and
2. will in all probability continue for the remainder of the **Insured Person's** life.

Quadriplegia

The permanent, total and irrecoverable paralysis of both arms below the shoulder and both legs.

Temporary Partial Disablement

Disablement from carrying out at least 50% of the **Insured Person's** normal church duties, church youth activities or usual occupation for less than 104 weeks in all from the start of the disablement.

Temporary Total Disablement

Disablement from carrying out the **Insured Person's** normal church duties, church youth activities or usual occupation for less than 104 weeks in all from the start of the disablement.

What is covered	What is not covered
<p>If an Insured Person suffers a Bodily Injury during:</p> <ol style="list-style-type: none"> 1. the Operative Time; and 2. the Period of Insurance, <p>We will pay the benefit shown in the schedule.</p>	<ol style="list-style-type: none"> 1. Suicide and psychiatric conditions Bodily Injury arising from: <ol style="list-style-type: none"> a. suicide or attempted suicide; or b. any psychological or psychiatric condition other than Post Traumatic Stress Disorder. 2. Excluded activities Bodily Injury arising from any Insured Person taking part in, practising or training for: <ol style="list-style-type: none"> a. flying (other than as a passenger), hang-gliding or parachuting; b. hunting on horseback, polo, show jumping or steeple chasing; c. driving, riding or sailing in any kind of race; d. playing in any sport professionally; e. service in the armed forces. 3. Age limits Bodily Injury sustained by any person: <ol style="list-style-type: none"> a. under the age of 3 years; or b. 80 years of age or older at the start of the Period of Insurance. <p style="text-align: right;">continued</p>

What is covered	What is not covered
	<p>4. Terrorism</p> <p>Bodily Injury directly or indirectly caused or contributed to by an Act of Terrorism involving the use or release or the threat thereof of any nuclear weapon, device or chemical or biological agent. This exclusion applies regardless of any other cause contributing to the Bodily Injury.</p>

Extensions

The cover under this section is extended to include the following.

What is covered	What is not covered
<p>1. Hospital benefit and medical expenses</p> <p>Following a covered Bodily Injury under this section, We will pay:</p> <p>a. Medical Expenses incurred by the Insured Person.</p> <p>Limit As shown in the schedule.</p> <p>b. hospital benefit if the Insured Person goes into hospital for in-patient treatment as a result of the Bodily Injury.</p> <p>Limit As shown in the schedule.</p>	
<p>2. Clothing and personal belongings</p> <p>Following a covered Bodily Injury under this section, We will pay for the Insured Person's clothing and personal belongings damaged by the same Accident.</p> <p>Limit As shown in the schedule.</p> <p>The limit for this extension is in addition to any amount recoverable under the Property damage section of this Policy.</p>	

What is covered	What is not covered
<p>3. Loss of deposits</p> <p>If an Insured Person has to cancel or curtail their participation in a tour organised by You because of a Bodily Injury or illness suffered during the Period of Insurance by:</p> <ul style="list-style-type: none"> a. the Insured Person; or b. the Insured Person's relative, fiancé(e), close business associate or travelling companion, <p>We will pay the unused travel and accommodation expenses which the Insured Person is unable to recover.</p> <p>Limit As shown in the schedule.</p>	
<p>4. Assault</p> <p>If any member of the clergy, employee, Authorised Volunteer or other representative of Yours is assaulted whilst engaged in Your business or authorised activities during the Period of Insurance within the Geographical Limits, We will pay for the Medical Expenses incurred.</p> <p>The limit for this extension is in addition to the amount payable under the 'Hospital benefit and medical expenses' extension.</p> <p>Limit As shown in the schedule.</p>	
<p>5. Disappearance</p> <p>If an Insured Person disappears during the Period of Insurance and:</p> <ul style="list-style-type: none"> a. his or her body is not found within 12 months; and b. there is sufficient evidence for Us to conclude that he or she has sustained a Bodily Injury likely to have caused death, <p>We shall pay the death benefit shown in the schedule.</p> <p>If the Insured Person is subsequently found alive, the death benefit must be returned to Us by the recipient.</p>	

What is covered	What is not covered
<p>6. Exposure</p> <p>If an Insured Person sustains Bodily Injury during the Period of Insurance as a result of exposure to the elements, We will pay You in accordance with the death and disablement benefits shown in the schedule.</p>	
<p>7. Paralysis</p> <p>If an Insured Person suffers paralysis:</p> <ul style="list-style-type: none"> a. solely and directly as a result of a covered Bodily Injury; and b. within 24 months of the start of the Bodily Injury, <p>We will pay the additional amount shown in the schedule for Quadriplegia or Paraplegia, as applicable.</p>	

Condition

Post-mortem examination

In the event of the death of an **Insured Person**, **We** may require a post-mortem examination to be carried out. **We** will pay for the examination. If **Our** request for a post-mortem to be carried out is refused this may delay or stop any payment being made under this section.

Additional services

The following are arranged by ARAG Legal Expenses Insurance Company Ltd (ARAG).

Employment manual

The ARAG Employment manual offers comprehensive, up to date guidance on rapidly changing employment law.

To view it, please visit



www.arag.co.uk/customer/business-legal-expenses-insurance/employment-manual/

If you'd like notifications of when updates are made to the Employment Manual, please email ARAG at employmentmanual@arag.co.uk quoting the reference number shown in the Legal expenses part of your schedule.

ARAG Businesslaw

ARAG Businesslaw contains a range of regularly updated business and legal guides, document builders, interactive checklists and videos that can help you with the day-to-day running of your business, as well as helping you to manage its exposure to legal risk.

ARAG Businesslaw's document builders can help you quickly create documents such as:

- ▶ HR policies
- ▶ T&C documentation
- ▶ Privacy statements
- ▶ Copyright and trademark licences
- ▶ Data protection policy
- ▶ Employee contracts
- ▶ Debt recovery letters.

In addition, ARAG Businesslaw contains hundreds of regularly updated expert guides and videos on topics such as branding, crowdfunding, financial and tax planning, and marketing strategy to help build and grow your business.

How do I get started?

1. Visit **www.aragbusinesslaw.co.uk**
2. Enter **DASBECC100** into the 'voucher code' text box and press Validate Voucher.
3. Fill out your name and email address, create a password, and specify what type of business you have.
4. Validate your email address by pressing the link in the confirmation email that you receive.

Helpline services

For general enquiries

For general enquiries, please call:

 **0345 777 3322**

Monday to Friday 8am to 6pm or

 **churchteam@ecclesiastical.com**

Risk advice line

(Provided by Ecclesiastical professionals or external specialists)

This helpline is available Monday to Friday 9am to 5pm.

 **0345 600 7531**

 **risk.advice@ecclesiastical.com**

Risk specialists are on hand to advise you on a range of topics, including:

- ▶ Property protection, security, business continuity planning;
- ▶ Health and safety, food safety, environmental management;
- ▶ Construction safety, fire safety, occupational health, water safety or asbestos.

The following are provided by ARAG Legal Expenses Insurance Company Ltd (ARAG).

You can contact ARAG's UK-based call centre 24 hours a day, seven days a week during the period of insurance. However, they may need to arrange to call you back depending on the enquiry. To help them check and improve their service standards, ARAG may record all calls. When phoning, please quote reference number EPS/6871845.

ARAG will not accept responsibility if the helpline services are unavailable for reasons they cannot control.

Legal advice line

 **0345 266 0029**

or, if calling from abroad,

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

Advice can be provided on any commercial legal problem affecting the business, under the laws of the United Kingdom of Great Britain and Northern Ireland, 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 ARAG will arrange a call back at a time to suit you.

Advice on the laws of England and Wales can be provided 24 hours a day, 365 days a year. Beyond this jurisdiction or for very specialist matters, ARAG will refer you to one of their specialist advisors.

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

Tax advice (commercial)** 0345 266 0029**

Advice can be provided on any tax matters affecting the business, under UK law.

This service is provided 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are received outside these times, ARAG will arrange to call you back.

Counselling** 0345 266 0119**

ARAG 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). This includes, 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 ARAG.

The counselling service helpline is open 24 hours a day, 7 days a week.

How do I make a complaint?

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

Tel: 0345 777 3322

Email: complaints@ecclesiastical.com

For Legal expenses complaints

ARAG Legal Expenses Insurance Company Ltd
Unit 4a,
Greenway Court,
Bedwas,
Caerphilly,
CF83 8DW

Tel: 0344 893 9013

Email: customer-relations@arag.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.
- ▶ 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.

What happens if Ecclesiastical can't meet its obligations?

The Financial Services Compensation Scheme

We are covered by The Financial Services Compensation Scheme (FSCS).

What this means for you

If we are unable to meet our obligations to you, the FSCS may be able to provide you with compensation. Limits apply depending on the product you have bought.

For further information on the scheme and the limits that apply:

Contacting the FSCS

For further information on the scheme and the limits that apply, you can visit the website at www.fscs.org.uk or by contacting the FSCS directly on **0207 741 4100** or **0800 678 1100**.

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 United Kingdom. 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 email compliance@ecclesiastical.com.

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

churchteam@ecclesiastical.com

Or visit us at

www.ecclesiastical.com/church

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



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