

Cathedralguard

POLICY DOCUMENT



ecclesiastical

Contents

Introduction	3
- How we use your data	3
Claims enquiries	4
Helpline services	5
Information services	6
General definitions	7
Insuring clause	8
General exclusions	9
General conditions	11
Claims conditions	14

Sections of the policy

(See the schedule to see which are in force)

Section 1 – Property damage	15
Section 2 – Fine art and collections	28
Section 3 – Consequential loss	31
Section 4 – Liabilities	37
Section 5 – Trustee and management liability	49
Section 6 – Money with assault extension	54
Section 7 – Fidelity	57
Section 8 – Legal expenses	60
Section 9 – Travel	69
Section 10 – Personal accident	81
Section 11 – Terrorism	83

General information

– Complaint handling procedures	87
– The Financial Services Compensation Scheme (FSCS)	87

Introduction

Thank you for choosing Ecclesiastical

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

Policy information

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

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

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

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

If your needs change, please tell us.

How we use your data

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

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

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

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

criminal convictions or information which is likely to reveal your religious beliefs.

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

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

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

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

Fraud Prevention

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

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

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

Further Information

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

Claims enquiries

For new claims the service is available 24 hours a day, 7 days a week.

For enquiries about existing claims, the service is available from Monday to Friday 8am to 6pm.

For claims other than legal expenses and travel claims call:

0345 603 8381

or, if calling from abroad,

+44 (0) 1452 872 701

For legal expenses claims call:

ARAG Legal Expenses Insurance Company Limited

0345 608 1252

or, if calling from abroad,

+44 (0) 1452 875 928

For travel claims call or email:

Travel claims other than travel emergency assistance

0345 606 1018

or, if calling from abroad,

+44 (0) 1452 872 701

Email

travelclaims@ecclesiastical.com

Travel emergency assistance

For 24 hour Emergency Assistance and pre-travel advice, if the travel section is operative

+44 (0)1452 872 794 or

Email

travelassist@ecclesiastical.com

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.

Helpline services

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

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

Legal advice service

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

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

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

Telephone

0345 608 1252

or, if calling from abroad,

+44 (0) 1452 875 928

Tax advice (commercial)

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

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

Telephone

0345 608 1252

Counselling

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), including, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by ARAG.

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

Telephone

0345 266 0119

Information services

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

Employment manual

The ARAG Employment Manual offers comprehensive, up to date guidance on 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 your reference number as above.

ARAG Businesslaw
www.aragbusinesslaw.co.uk

What is 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.

General definitions

Each time the following appear in bold italic type (or in capital letters in the schedule) they will take the meaning shown below unless specifically defined in a policy section

If they are not highlighted the everyday meaning will apply

Asbestos

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

Authorised volunteer(s)

means voluntary workers normally resident in the ***geographical limits*** acting under ***your*** authority whilst engaged in ***your business***

Business

means ***your*** business and activities

Company/we/our/us

means Ecclesiastical Insurance Office plc

Condition precedent to liability

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

Damage

means physical loss destruction or damage

Denial of service attack

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

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

Excess

means the first amount of each and every loss (after applying any adjustment for underinsurance) up to the amount set out in the schedule to this policy relevant to that loss

Geographical limits

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

Hacking

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

Insured/you/your

means the Insured shown in the schedule

Premises

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

Unoccupied

means vacant untenanted or not in use

Vermin

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

Virus or similar mechanism

means program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operations whether involving self-replication or not

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

Insuring clause

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

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

General exclusions

This policy does not cover

1 Excess

Any **excess**

2 Other insurances

Property more specifically insured under another policy

3 Radioactive contamination

Loss damage liability or expense directly or indirectly caused by or contributed to by

- (a) ionising radiations 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 when such isotopes are being prepared carried stored or used for commercial agricultural medical scientific or other similar peaceful purposes

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

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

This exclusion does not apply to

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

4 War risks

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

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

5 Date recognition

Definitions specific to this exclusion

Computer

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

Defined peril

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

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

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

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

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

This exclusion does not apply to the Liabilities section the Assault extension of the Money section and the Personal accident section

6 Terrorism

Definitions specific to this exclusion

In respect of

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

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

- (b) **all other instances**

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

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

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

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

This exclusion does not apply to the Liabilities Legal expenses Travel Personal accident and Terrorism sections

General conditions

1 Policy voidable

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

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

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

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

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

2 Reasonable care

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

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

3 Unoccupied buildings

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

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

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

4 Alteration of risk

If after the commencement of this insurance

- (a) there is any alteration of risk which increases the risk of **damage** accident or liability
- (b) the **premises** are undergoing major structural alterations or major repair (workmen are allowed on the **premises** to carry out minor repairs alterations or general maintenance not involving external scaffolding)
- (c) **your** interest ceases except by will or operation of law
- (d) an administrator or a liquidator or receiver is appointed or where **you** enter into a voluntary arrangement
- (e) there is any other material change in use of the **premises**

it is a condition of this policy that notice is given to **us** as soon as is reasonably possible

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

This condition does not apply where buildings become **unoccupied** as this is dealt with under the 'Unoccupied buildings' general condition

5 Multiple insurances

(a) 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

(b) Liabilities Trustee and management liability and Money (excluding the assault extension) 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

(c) Personal accident section

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

The policy which provides the greatest benefit shall apply

6 Fraudulent claims

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

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

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

7 Arbitration

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

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

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

This condition does not apply to the Legal expenses section

8 Cancellation

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

9 Adjustment of premium

If any part of the premium has been calculated on estimates **you** shall within 30 days from the expiry of each period of insurance supply to **us** such information as **we** may require

The premium for such period will be adjusted and the difference paid by or allowed to **you** subject to any minimum premium

10 Long term agreement

Where shown in the schedule that a discount of premium is allowed in consideration of **you** having made an agreement to offer annually certain insurances under this policy on the terms in force at the expiry of each period of insurance and to pay the premium annually in advance it is understood that

- (a) **we** shall be under no obligation to accept an offer made in accordance with the above-mentioned agreement
- (b) the sum insured may be reduced at any time to correspond with any reduction in value or variation in the **business**

This agreement shall apply to any policy or policies which may be issued by **us** in substitution for this policy and the same discount shall be allowed from the corresponding premium for any substituted policy or policies issued by **us**

11 Law applicable

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

12 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

13 Security

It is a **condition precedent to liability** for **damage** at or to the **premises** caused by theft or attempted theft that all locks bolts and other protective devices fitted to the **premises** be put into full use whenever the **premises** are not attended by **you** or an authorised person

Additional security conditions may apply if so these will be detailed on **your** policy schedule

14 Fire alarm installation

Where any **premises** is protected by an automatic fire alarm installation it is a **condition precedent to liability** in respect of **damage** caused by fire lightning or explosion that **you** will

- (a) maintain the installation (including any automatic alarm signalling) in full and efficient working order at all times and take all reasonable steps to prevent damage to the installation
- (b) keep an undertaking in force with engineers who are IPS 1014 or BAFE SP203 approved (or engineers as otherwise accepted by **us**) to maintain the automatic fire alarm installation and obtain written confirmation that the installation is in satisfactory working order from them following each inspection
- (c) carry out the testing servicing and maintenance requirements specified by the manufacturer of the equipment/installing engineers and promptly remedy any defect revealed by the testing
- (d) notify **us** immediately if the level of response to the automatic fire alarm has been or will be reduced or delayed
- (e) where there is an external alarm signal appoint two key holders and lodge written details (which must be kept up to date) with the alarm receiving centre and in the event of notification of activation or alarm fault of the automatic fire alarm ensure that a key holder will attend the **premises** as soon as possible

- (f) notify **us** immediately of any disconnection or failure of the automatic fire alarm installation (including any automatic alarm signalling) and take any precautions **we** instruct **you** to take
 - (g) give **us** advance notice if it is proposed that any part of the
 - (i) installation (including any automatic alarm signalling) is to be extended altered repaired or rendered inoperative
 - (ii) **premises** is to be extended or altered and obtain **our** prior written agreement
 - (h) keep records of all alarm faults disconnections tests and maintenance visits and make these available when required for **our** representatives
 - (i) permit **us** access to the **premises** at all reasonable times for the purpose of inspecting and witnessing the testing of the installation
- unless agreed otherwise by **us** in writing

15 Sanctions

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

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

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

16 Assignment

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

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

Claims conditions

Your duties

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

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

Our rights

We may

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

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

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

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

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

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

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

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

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

Additional conditions apply to Trustee and management liability Legal expenses and Travel claims which are detailed in those sections

1 Property damage

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

Definitions

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

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

Buildings

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

Buildings include

- (a) all stone and timber fixtures such as reredoses lecterns fonts pulpits screens panelling pews stalls chantries and mosaics
- (b) all metal screens railings grilles gratings and gates
- (c) windows of plain coloured stained painted or engraved glass
- (d) fixtures including heating and lighting installations and security equipment all fixed to the buildings
- (e) boundary walls fences footbridges gates notice boards signs and templates lych-gates paths car parks drives paved and other hardstanding areas tool sheds outbuildings annexes and gangways
- (f) aerials satellite dishes wind turbines and solar panels all fixed to the buildings
- (g) up to £100,000 for each bust effigy tomb monument memorial shrine and statue within the building
- (h) organs (other than portable organs) including the casework rectifiers and humidification equipment
- (i) bells clocks and carillons including frame and fittings all belonging to ***you*** or for which ***you*** are responsible

Communion plate

Communion plate crosses candlesticks vases alms dishes altar cloths and frontals ewers missal stands banners eucharistical vestments bishops' croziers and vergers' and sidemen's maces and wands all belonging to ***you*** or for which ***you*** have accepted responsibility

Contents

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

Contents includes the following property only to the extent stated

The cost of materials labour and computer time in reproducing

- (a) documents manuscripts and business books
- (b) patterns models moulds plans and designs
- (c) computer systems records for an amount not exceeding 5% of the contents item sum insured but not any cost in connection with producing information to be recorded or the value of the information to ***you***

Contents excludes

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

Insured event(s)

means any insurable event set out as included in the Property damage section of the schedule to this policy

Item(s) insured

means the items insured as set out in the Property damage section of the schedule to this policy

Personal belongings

means clothing and personal articles worn used or carried about the person excluding bankers' cards credit and debit cards

COVER

We will indemnify **you** (by payment up to the value of the **items insured** at the time of the **damage** or at **our** option by repair reinstatement or replacement) in respect of **damage** to the **item(s) insured** by any **insured event** happening during the period of insurance

Provided that **our** liability in any one period of insurance shall not exceed the sum insured for each item nor the total sum insured for all items

Insurable events

1 Fire lightning and explosion

Fire not caused by

- (a) the property's own spontaneous fermentation or heating or its undergoing any process involving the application of heat
- (b) earthquake subterranean fire riot or civil commotion

Lightning

Explosion excluding

- (a) **damage** in respect of and originating in any vessel machinery or apparatus or its contents belonging to **you** or under **your** control which is required to be examined to comply with any statutory regulations unless such vessel machinery or apparatus is the subject of a contract providing the required inspection service
- (b) **damage** consisting of the bursting of a boiler economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to **you** or under **your** control

2 Aircraft

Aircraft and other aerial devices or articles dropped from them

3 Riot

Riot civil commotion strikers locked-out workers or persons taking part in labour disturbances excluding **damage** resulting from cessation of work

4 Malicious persons

Malicious persons excluding

- (a) **damage** resulting from cessation of work
- (b) **damage** by theft or attempted theft
- (c) **damage** to moveable property in the open except as specifically provided for in the Property in the open extension

5 Earthquake

6 Subterranean fire

7 Storm

Storm excluding

- (a) **damage** by
 - (i) the escape of water from the normal confines of any natural or artificial water course or lake reservoir canal or dam
 - (ii) inundation from the sea whether resulting from storm or otherwise
- (b) **damage** attributable solely to change in the water table level
- (c) **damage** by frost
- (d) **damage** to fences gates (other than lych-gates) and moveable property in the open except as specifically provided for in the Property in the open extension

8 Flood

Flood caused by

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

but excluding

- (i) **damage** attributable solely to change in the water table level
- (ii) **damage** by frost
- (iii) **damage** to fences gates (other than lych-gates) and moveable property in the open except as specifically provided for in the Property in the open extension

9 Escape of water

Escape of water from any tank apparatus or pipe including **damage** to any water tank apparatus or pipe itself caused by freezing of water excluding **damage** by water discharged or leaking from an installation of automatic sprinklers

10 Impact

Impact by any road or rail vehicle or animal

11 Falling trees

Falling trees branches telegraph poles lamp posts or pylons

12 Falling aerials

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

13 Escape of oil

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

14 Accidental damage

Any other accidental **damage** excluding

- (a) **damage** which is specifically included or excluded elsewhere under this section
- (b) **damage** caused by or consisting of inherent vice latent defect depreciation gradually operating causes wear and tear its own faulty or defective design or materials faulty or defective workmanship but this shall not exclude subsequent **damage** which itself results from a cause not otherwise excluded
- (c) **damage** caused by or consisting of corrosion dust rust wet or dry rot contamination mildew shrinkage evaporation loss of weight dampness dryness marring scratching change in temperature colour flavour texture or finish
- (d) **damage** caused by **vermin** other than **damage** caused by an identifiable sudden and unforeseen incident which takes place at a specific moment in time
- (e) **damage** caused by or consisting of erasure loss distortion or corruption of information on computer systems or other records programs or software

- (f) **damage** to property resulting from its undergoing any process of cleaning dyeing restoration production packing treatment testing commissioning servicing or repair
- (g) **damage** caused by atmospheric and climatic conditions other than storm or flood
- (h) **damage** consisting of
 - (i) joint leakage failure of welds or cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith
 - (ii) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates
- (i) **damage** caused by or consisting of
 - (i) acts of fraud or dishonesty
 - (ii) disappearance unexplained or inventory shortage misfiling or misplacing of information
- (j) **damage**
 - (i) to a building or structure caused by its own collapse or cracking
 - (ii) to moveable property in the open fences and gates by wind rain hail sleet or snow
 - (iii) to wind turbines and solar panels

15 Theft or attempted theft

Theft or attempted theft subject to the following limits:

- (i) for portable organs £50,000
- (ii) for all other **contents** £30,000 any one item

Excluding

- (a) **damage** to moveable property in the open except as specifically provided for in the Property in the open extension
- (b) **damage** to the **buildings**

16 Glass and sanitary fixtures

Accidental **damage** of any part of the exterior and interior glass sanitary fixtures or signs including the reasonable cost of

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

- (d) replacing any lettering painting or alarm foil on such glass

Excluding

- (i) **damage** which is specifically included or excluded elsewhere under this section
- (ii) **damage** to glass sanitary fixtures or signs already damaged at the commencement of the insurance
- (iii) **damage** to glass while not fixed
- (iv) **damage** caused by or traceable to alterations to the **premises** or in the glass whereby the risk of **damage** is increased
- (v) **damage** to bulbs or tubes unless the signs in which they are contained are damaged at the same time

Extensions

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

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

1 Fees

Architects' surveyors' consulting engineers' and legal fees necessarily and reasonably incurred in the reinstatement of the property insured consequent upon its **damage** by an **insured event** but not for preparing any claim it being understood that the amount payable for such **damage** and fees shall not exceed in the aggregate the sum insured by each item

2 Removal of debris

Costs and expenses necessarily incurred by **you** with **our** consent in

- (a) removing debris
 - (b) dismantling and/or demolishing
 - (c) shoring up or propping
- of the portion or portions of the property insured by the said items destroyed or damaged by any **insured event** it being understood that the amount payable for such **damage** and costs incurred under (a) (b) and (c) shall not exceed in the aggregate the sum insured by each item

We will also pay the costs and expenses necessarily incurred by **you** with **our** consent in removing fallen trees

Unless specifically stated otherwise these extensions do not increase **our** liability as stated in the Cover paragraph to this section **premises**

Provided that

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

We will not pay for any costs or expenses

- (i) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site
- (ii) arising from pollution or contamination of property not insured by this policy

3 Temporary removal

Contents while temporarily removed for cleaning renovation repair or other similar purpose to any other premises and in transit between such locations in the **geographical limits**

4 Communion plate office equipment musical instruments and other portable items

Damage by an **insured event** to **communion plate** office equipment and office machinery computer/audio/visual and associated equipment musical instruments and other portable **contents** (including library contents) belonging to **you** or for which **you** are legally responsible whilst anywhere in the **geographical limits**

The most **we** will pay is the limit shown in the schedule

Excluding

- (i) **Personal belongings**
- (ii) **Damage** by theft to property left in an unattended vehicle unless all windows hoods covers and sunroofs are securely closed and the boot and all doors locked and the property is concealed in a glove or luggage compartment or boot

5 Spontaneous heating

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

6 European Union and Public Authorities (including undamaged portions)

The additional cost of reinstatement of the destroyed or damaged property and undamaged portions as may be incurred solely by reason of the necessity to comply with the stipulations of

- a. European Union legislation or
- b. building or other regulations under or framed in pursuance of any Act of Parliament or bye-laws of any public authority

(hereinafter referred to as “the Stipulations”)

Excluding

- (a) the cost incurred in complying with the Stipulations
 - (i) in respect of **damage** occurring prior to the granting of this extension
 - (ii) in respect of **damage** excluded or otherwise not insured by this policy
 - (iii) under which notice has been served upon **you** prior to the happening of the **damage**
 - (iv) for which there is an existing requirement which has to be implemented within a given period
- (b) 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
- (c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner of the property by reason of compliance with the Stipulations

Special conditions applicable to this extension

- 1 The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months after the **damage** or within such further time as **we** may allow (during the said 12 months) and may be carried out upon another site (if the Stipulations so necessitate) subject to **our** liability under this extension not being increased
- 2 If **our** liability under the policy apart from this extension shall be reduced by the application of any of the terms and conditions of the policy then **our** liability under this extension (in respect of any such item) shall be reduced in like proportion
- 3 The total amount recoverable under any item of the policy under this extension shall not exceed
 - (a) 15% of its sum insured or

- (b) where the sum insured by the item applies to property at more than one premises 15% of the total amount for which **we** would have been liable had the property insured by the item at the **premises** where **damage** has occurred been wholly destroyed

- 4 The total amount recoverable under any item of the policy shall not exceed its sum insured
- 5 All the terms of this policy except insofar as they may be expressly varied shall apply as if they had been incorporated herein

7 Building Act 1984

Liability incurred under Section 78 of the Building Act 1984 as a result of **damage** to the **premises** by an **insured event**

8 Planning (Listed Buildings and Conservation Areas) Act 1990

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

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

Limit

as shown in the schedule

9 Emergency services damage to the grounds

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

10 Capital additions

The cover provided by this extension increases the sums insured that apply but only to the extent stated

Under the Buildings and Contents items

- (a) alterations and additions to the property insured but not in respect of any appreciation in value
- (b) newly acquired property so far as it is not otherwise insured anywhere in the **geographical limits**

Provided that

- 1 at any one situation this cover shall not exceed 10% of the total sum insured on such property or £500,000 in respect of both **buildings** and **contents** whichever is the less
- 2 **you** undertake to give details of such extension of cover as soon as practicable and to effect specific insurance and pay any additional premium that is required from inception of the cover

11 Loss of oil gas or water

We will pay for

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

The most **we** will pay under (a) (b) or (c) is £15,000 any one claim as shown in the schedule

The most **we** will pay under (d) is as shown in the schedule

12 Bequeathed property

The cover provided by this extension increases the sums insured that apply but only to the extent stated

Damage by an **insured event** to material property anywhere in the **geographical limits** bequeathed to **you**

Cover is operative from the commencement date of **your** interest in the material property

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

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

Limit

As shown in the schedule

Excluding

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

13 Damage to the buildings by theft

The following are each insured up to the respective Limit shown in the schedule

- (a) repairs to the **buildings** following theft or attempted theft of the fabric of the **buildings** excluding following the theft of external metal provided that the **buildings** are insured by this section
- (b) repairs to the **buildings** following theft or attempted theft of external metal provided that the **buildings** are insured by this section
- (c) **damage** to the **buildings** caused by theft or attempted theft of **contents** provided that the **contents** are insured by this section
- (d) **damage** to the **buildings** and **contents** (if insured) directly caused as a result of the entry of rainwater following the theft or attempted theft of the fabric of the **buildings**

Provided that

- (i) The insurable event of Theft or attempted theft is insured
- (ii) This extension does not apply when scaffolding is erected at the premises unless **we** have agreed in writing to continue cover

14 Loss or theft of keys

only applicable if the insurable event of Theft or attempted theft is insured

If **contents** are insured reasonable costs incurred in gaining access to the **premises** and/or replacing locks at the **premises** including locks of safes or strongrooms in the **premises** if keys are stolen or lost

Limit

as shown in the schedule

15 Temporary stock increase

For additional stock including consumable stock not for sale and provisions **you** have purchased for any exhibition festival or fund raising event **we** will pay up to the limit shown in the schedule

16 Property in the open

If the **contents** are insured **damage** to the following property by the **insured events**

- (a) groundsmen's equipment in the grounds of the **premises**
- (b) floodlighting external lighting and security equipment in the grounds of the **premises**
- (c) fixed or unfixed equipment garden decorations and ornaments monuments memorials statues and garden furniture in the grounds of the **premises** (other than provided by (a) and (b) above)

Limit in the aggregate £15,000 for any one claim

For the purpose of this extension the exclusion under the insurable events of Malicious persons Storm Flood and Theft or attempted theft relating to moveable property in the open does not apply

17 Freezer contents

If **contents** are insured **damage** to the contents of chill or deep freeze food units as a result of failure of the unit failure of the electricity or gas supply or contamination from refrigerant or refrigerant fumes

In addition **we** will pay if incurred the necessary and reasonable cost of hiring temporary alternative freezing space

Excluding

- (i) **damage** caused by **your** failure to pay for the electricity or gas supply
- (ii) **damage** to freezer contents where the freezer or compressor is more than 15 years old unless the refrigeration unit is the subject of a current manufacturer's guarantee or an annual maintenance contract

Limit

as shown in the schedule

18 Trace and access

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

Limit

as shown in the schedule

19 Raffle prizes and donated goods

Damage by an **insured event** to raffle prizes and donated goods to be used for fund raising events including whilst at the home of an employee, **authorised volunteer** or authorised representative of **yours**

Excluding

- (i) money credit or debit cards
- (ii) **damage** by theft to property left in an unattended vehicle unless all windows hoods covers and sunroofs are securely closed and the boot and all doors locked and the property is concealed in a glove or luggage compartment or boot

Limit

as shown in the schedule

20 Exhibitions festivals and events

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

Special condition

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

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

Limit

as shown in the schedule

21 Stock in transit

Stock whilst in transit by any road vehicle operated by **you** anywhere in the **geographical limits**

Limit

as shown in the schedule

22 Clearing of drains

The reasonable costs incurred by **you** for clearing or repairing drains gutters sewers and the like for which **you** are responsible incurred as a direct result of **damage** caused by an **insured event**

Limit

as shown in the schedule

23 Extinguisher and alarm re-setting expenses

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

24 Choir tours

Cassocks medallions surplices music and other similar property belonging to **you** or for which **you** are legally responsible are covered anywhere in the world in connection with choir tours **you** have authorised

Limit

as shown in the schedule

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

Excluding

- (i) **Personal belongings**
- (ii) **Damage** by theft to property left in an unattended vehicle unless all windows hoods covers and sunroofs are securely closed and the boot and all doors locked and the property is concealed in a glove or luggage compartment or boot

25 Clothing and personal effects

- (a) Clothing and personal effects including bicycles belonging to **you your** employees **authorised volunteers** and visiting clergy and visiting choristers whilst engaged in **your** business or authorised activities anywhere in the **geographical limits** following **damage** by any **insured event**
Limit as shown in the schedule
- (b) Clothing and personal effects belonging to any member of a party travelling with **your** authority on a tour organised by **you** anywhere in the world following damage by any **insured event**
Limit as shown in the schedule

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

26 Headstones and monuments

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

Excluding the cost of repairing the item

Provided that

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

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

Limit

as shown in the schedule

27 Archaeological costs

Definitions specific to this extension

Archaeological rescue work

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

Archaeological research work

means any other archaeological exercise

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

Excluding

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

Limit

as shown in the schedule

28 Stained glass

Damage by any of the **insured events** to stained glass which belongs to **you** or for which **you** are responsible removed for renovation or repair whilst anywhere in the **geographical limits**

Excluding

- (i) **damage** to the stained glass already damaged at the commencement of this insurance
- (ii) **damage** caused by or traceable to alterations to the **premises** or in the glass whereby the risk of **damage** is increased

Limit

as shown in the schedule

29 Additional security

Reasonable costs and expenses agreed by **us** to improve security at the **premises** following a claim which **we** have accepted under this section

Limit

as shown in the schedule

30 Minor contract works

The cover provided by part (b) of this extension increases the sums insured that apply but only to the extent stated

Notes

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

Definitions specific to this extension

Act of terrorism

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

All risks

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

Contractor(s)

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

Contract works

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

Site materials

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

Insured contract

means any JCT minor standard or intermediate building contract in which the employer is required to take out a joint names policy provided that the value of the contract

does not exceed £250,000 and that there is no use of hot works such as welding open flames or the application of heat

Also any similar contract with **our** agreement

In the case of separate contracts relating to one project at the **premises** the limit of £250,000 referred to above relates to the total value of all the contracts involved

Specified perils

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

Cover

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

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

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

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

Excluding

damage by an **act of terrorism** unless **you** have included the Terrorism section under this policy

Amount payable

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

- (a) for existing structures and contents for which **you** are responsible the sums insured by the relevant building and contents items at the time of the **damage**
- (b) £250,000 in respect of the **contract works** and **site materials**

Notwithstanding anything contained within the Alteration of risk condition the erection of scaffolding in connection with the cover provided under this extension is deemed not to constitute an alteration in risk

Off-site storage

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

Limit

£7,500 any one storage site

Exclusions applicable to this extension

- 1 No indemnity will be provided in respect of penalties under the **insured contract** for delay or non-completion or consequential loss of any nature except as specifically provided for under this extension
- 2 **We** shall not be liable for **damage** to
 - (a) deeds bonds bills of exchange promissory notes cash bank notes cheques securities for money or stamps
 - (b) any craft designed to travel in on or through water air or space
 - (c) any mechanical plant and equipment
 - (d) any property (including that being altered or repaired) which already existed at the time of the commencement of the **insured contract** other than **site materials**
 - (e) the permanent works or any part thereof in respect of which a certificate of completion has been issued by or to the **Insured** or which has been completed and handed over to or taken into use with the with the permission of the **Insured** for a purpose other than for the performance of the **insured contract**

31 Underground pipes and cables

Accidental **damage** to underground pipes and cables where the **buildings** are insured by this section or where **you** are liable for repairs as tenant

Limit

as shown in the schedule

Memoranda

1 Reinstatement of property

We shall not be bound to reinstate exactly or completely any property that is the subject of a claim but only as circumstances permit and in reasonably sufficient manner

We shall not pay out in respect of any one of the **items insured** more than the sum insured

2 Basis of settlement

Applicable unless stated otherwise in the schedule

- (a) In respect of **buildings** the basis upon which the settlement of the claim is to be calculated will be the cost of repair using modern techniques and materials or the provision of a modern equivalent building
- We** will not deduct any amount for wear and tear unless
- (i) the **buildings** are in a poor state of repair or decoration or
 - (ii) there is unnecessary delay in carrying out the work or
 - (iii) repair or replacement is not carried out

We will not pay for undamaged parts of the **buildings** (except for the foundations of damaged parts)

- (b) In respect of contents **we** will replace or **we** will pay the cost of replacement as new except for items that can be economically repaired where **we** will pay for the cost of repair
- We** will only pay the cost of repair so far as that may be practicable or the cost of a modern replacement
- We** will not deduct any amount for wear and tear (except for items insured under Choir tours and Clothing and personal effects extensions of this section)
- We** will not pay for
- (i) any value attaching to an item by reason of its antiquity
 - (ii) depreciation in value as a result of **damage**

3 Reinstatement basis of settlement

Applicable where stated in the schedule

Subject to the following special conditions the basis upon which the amount payable in respect of property insured under this section (but excluding bed linen stock and **personal belongings**) is to be calculated shall be the reinstatement of the property lost destroyed or damaged

For this purpose "reinstatement" means

- (a) the rebuilding or replacement of property lost or destroyed which provided **our** liability is not increased may be carried out
 - (i) in any manner suitable to **your** requirements
 - (ii) upon another site
- (b) the repair or restoration of property damaged

In the case of (a) or (b) to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

Special conditions applicable to this memorandum

- 1 If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the property covered by any item subject to this memorandum exceeds its sum insured at the time of commencement of any **damage our** liability shall not exceed that proportion of the amount of the **damage** which the said sum insured adjusted for index linking shall bear to the sum representing the total cost of reinstating the whole of such property at that time
- 2 **Our** liability for the repair or restoration of property damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed
- 3 No payment beyond the amount which would have been payable in the absence of this memorandum shall be made
 - (a) unless reinstatement commences and proceeds without unreasonable delay
 - (b) until the cost of reinstatement shall have been actually incurred
 - (c) if the property insured at the time of its **damage** shall be insured by any other insurance effected by **you** or on **your** behalf which is not upon the same basis of reinstatement
- 4 All the terms and conditions of the policy shall apply
 - (a) in respect of any claim payable under this memorandum except insofar as they are varied hereby
 - (b) where claims are payable as if this memorandum had not been incorporated

4 Day One Basis - non adjustable

This applies if a Day One figure is shown against an item in the schedule

- 1 **You** have agreed the declared value incorporated in each item to which this extension applies and the premium has been calculated accordingly
 "Declared value" means **your** assessment of the cost of reinstatement of the property insured (as defined in the Reinstatement memorandum) at the level of costs applying at the inception of the period of insurance (ignoring inflationary factors which may operate subsequently) together with insofar as the insurance by the item provides due allowance for
 - (a) the additional cost of reinstatement to comply with the Stipulations defined in the European Union and Public Authorities (including undamaged portions) extension
 - (b) professional fees
 - (c) debris removal costs
- 2 At the inception of each period of insurance **you** shall notify **us** of the declared value of the property insured by each of the said item(s)
 In the absence of such declaration the last amount declared by **you** (adjusted to reflect index-linking) shall be taken as the declared value for the ensuing period of insurance
- 3 In respect of each item to which this extension applies the following replaces Special conditions 1 and 4 of the Reinstatement basis of settlement memorandum
 - (1) Each item insured under this memorandum is declared to be separately subject to the following condition of underinsurance namely
 If at the time of **damage** the declared value of the property covered by such item be less than the cost of reinstatement (as defined in paragraph 1 of the Day One memorandum) at the inception of the period of insurance then **our** liability shall be limited to that proportion thereof which the declared value bears to such cost of reinstatement
 - (4) Where by reason of any of the above Special conditions no payment is to be made beyond the amount which would have been payable under the policy if this memorandum had not been incorporated the rights and liabilities of the **Company** and the **Insured** in respect of the **damage** shall be subject to the terms of the policy including any condition of underinsurance

as if this memorandum had not been incorporated except that the sums insured shall be increased in proportion with the additional amount charged in respect of this memorandum

5 Index-linking

Unless the Day One Basis - non adjustable memorandum applies the sum insured by each **item insured** (but not extension limits) under this section will be adjusted in accordance with suitable indices selected by **us**

The annual renewal premium will be amended accordingly

In the event of **damage** index-linking will continue from the date of **damage** until the resulting claim is settled up to a maximum increase in sum insured of 20% from the date of the **damage**

However **we** will not pay for increased costs which arise due to unnecessary delay on **your** part

6 Other interests

The interest in the insurance by this section of the various mortgagees lessors and freeholders of the property is noted

7 Non-invalidity

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

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

8 Reinstatement of sum insured

(not applicable to any limits in the extensions to this section)

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

Provided that

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

- (d) in respect of **damage** by theft or attempted theft
reinstatement of the sum insured will apply only once
during each period of insurance

Section exclusions

We shall not be liable in respect of

- 1 **damage** caused by pollution or contamination other than provided for under the Loss of oil gas or water extension of this section but this shall not exclude **damage** to the property insured not otherwise excluded caused by
 - (a) pollution or contamination which itself results from any of the **insured events** other than Accidental damage
 - (b) any of the **insured events** other than Accidental damage which itself results from pollution or contamination
- 2 **damage** arising from or consisting of **subsidence** **heave** or **landslip** however caused

Definitions specific to this exclusion

Heave

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

Landslip

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

Subsidence

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

- 3 consequential loss of any kind
- 4 any loss directly or indirectly caused by contributed to by or arising from **damage** to any computer or other equipment or component or system or item which processes stores transmits retrieves or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether **your** property or not where such **damage** is caused by **virus or similar mechanism** or **hacking** or **denial of service attack**
- 5 **damage** to any electrical plant or apparatus caused by self-ignition but this exclusion shall apply only to that part of the electrical plant or apparatus in which self-ignition occurs

2 Fine art and collections

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

Definitions

Each time any of the following words or phrases appear in this section in bold italic type they will take the specific meaning shown below

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

Agreed value

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

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

Art

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

Excluding **jewellery and/or watches**

Depreciation

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

Jewellery and/or watches

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

Market value

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

Temporary

means for a period not exceeding 90 days

Cover

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

Basis of settlement

- (1) The basis of valuation for settlement
 - (a) in respect of total loss of **art** and **jewellery and/or watches** individually listed is the **agreed value** shown in the schedule
 - (b) in respect of total loss of **art** and **jewellery and/or watches** not individually listed is the **market value** immediately prior to the loss
- (2) In respect of partial damage the amount payable will be
 - (a) for art the cost of restoration and
 - (b) for jewellery and/or watches the cost of repair plus any resulting depreciation but not exceeding the full insured value as in 1 above
 At **our** option we may arrange the repair
- (3) The basis of valuation for settlement in respect of **art** loaned to **you** is the value specified on the Loan Agreement

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

Any disagreements as to the **market value** or reasonable value are to be resolved in accordance with the Arbitration general condition

In no event will **we** be liable for more than the total sum insured stated in the schedule

In respect of items whilst away from the **premises** for a **temporary** period the most **we** will pay for

- i) **art** is £5,000,000 or the sum insured for **art** whichever is the less
- ii) **jewellery and/or watches** is £15,000 or the wearing limit detailed in the schedule whichever is the higher
- iii) **art** and **jewellery and/or watches** from unattended vehicles in accordance with the Unoccupied vehicles extension is £10,000 in the aggregate in any one period of insurance

Extensions

The insurance by this section is extended to include the following

1 New acquisitions

New acquisitions of **art jewellery and/or watches**

Provided that **you** notify **us** within 60 days of the acquisition and pay any additional premium as may be required from inception of the cover

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

Limit

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

2 Defective title

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

Providing always that

- (i) the purchase was made after the date **you** first insured **your art** with **us** under this policy
- (ii) the claim is made against **you** during the period of insurance
- (iii) **you** do not commence any litigation or other legal process without **our** consent and **you** inform **us** immediately upon becoming aware of any title issues and do not initiate or respond to any related letter or other communication without **our** consent
- (iv) **we** have the right to take over the conduct of the litigation if **we** wish and settle on such terms as the lawyer instructed advises are reasonable
- (v) if **you** are required to relinquish possession of the **art** to another party **we** will pay the amount that **you** paid to purchase the **art**
- (vi) if **you** are required to pay damages to another party **we** will pay the amount of those damages up to the **market value** of the item at the time of payment
- (vii) **our** maximum liability including legal costs under this extension shall not exceed £500,000 any one period of insurance

3 Restoring and framing

Notwithstanding Section exclusion 1 (c) if **art** is insured and is damaged by a professional conservator restorer or framer **we** will pay the reasonable cost of repair and any **depreciation** directly caused by the **damage**

Provided that **our** liability under this extension shall not exceed in the aggregate the sum insured for **art**

4 Unoccupied vehicles

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

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

Conditions

1 Packing and transportation

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

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

2 Recovered property

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

However if **we** recover any of **your** property after **we** have paid a claim **we** will contact **you** and **you** can buy it back from **us** within 60 days

We will charge

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

3 Art - loaned items

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

4 Consignment of art

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

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

Section exclusions

We shall not be liable for

- (1) **damage** or expense caused by or resulting from theft fraud or dishonesty committed by any of **your** officials trustees employees or **authorised volunteers** or anyone to whom **your art** is consigned or otherwise directly or indirectly entrusted or loaned
- (2) items kept in the open grounds of the **premises** unless specifically declared to **us** as such and agreed by **us** at the applicable premium
- (3) **damage** to property at a hotel unless kept in the hotel's main safe or in **your** actual personal possession or that of **your** official trustee employee or **authorised volunteer**
- (4) mysterious disappearance or unexplained loss
- (5) **damage** or expense caused by or resulting from
 - (a) natural ageing gradual deterioration inherent vice latent defect rust or oxidation **vermin** warping or shrinkage mould fungus mildew corrosion the intrinsic nature of the subject matter insured
 - (b) aridity humidity exposure to light or extremes of temperature unless such **damage** is caused by storm frost or fire or another sudden unforeseen event
 - (c) any process or alteration refurbishment repair maintenance dismantling restoration decoration heating drying cleaning washing or dyeing
 - (d) misuse of any property insured under this policy
- (6) **damage** to information on computer systems or other records programs or software resulting from accidental or malicious erasure loss distortion or corruption or from any unidentifiable cause or any consequential loss resulting therefrom
- (7) (a) **damage** to any computer other equipment or component or system or item which processes stores transmits retrieves or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether **your** property or not where such **damage** is caused by **virus or similar mechanism** or **hacking** or **denial of service attack**
- (b) consequential loss directly or indirectly caused by or arising from **virus or similar mechanism** or **hacking** or **denial of service attack**

3 Consequential loss

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

To the extent that **you** are accountable to the tax authorities for Value Added Tax all terms in this section shall be exclusive of such tax

Definitions

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

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

Computer equipment

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

Damage

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

Estimated revenue

The amount declared by **you** to **us** as representing not less than the **revenue** which it is anticipated will be earned by **you** during the financial year most nearly concurrent with the period of insurance (or a proportionately increased multiple thereof where the maximum **indemnity period** exceeds twelve months)

Indemnity period

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

Insured events

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

For the purpose of this section 'explosion' shall include explosion of any boiler or economiser on the **premises**

Revenue

means the money paid or payable to **you** including donations and collections

Suppliers

means suppliers to **you** of goods or services other than electricity gas water or telecommunications services

Cover

If any property used by **you** at the **premises** suffers **damage** during the period of insurance and as a result the usual activities carried out at the **premises** are interrupted or interfered with **we** will pay to **you** for each item in the schedule the amount of loss as a result of the interruption or interference

Provided that

- (1) **our** liability shall not exceed the sum insured for each item or any other limit of liability stated in this section and in total **our** liability shall not exceed the total sum insured
- (2) at the time of the **damage** there is insurance in force covering **your** interest in the property at the **premises** against **damage** and payment shall have been made or liability admitted under that insurance (but this proviso shall not apply if no payment is made solely due to an **excess**)

Excluding any losses due to archaeological exercises except as provided for by the Archaeological digs extension to this section

Amount payable

Revenue items

The amount payable is limited to

(a) loss of **revenue**

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

We will take the following into account in calculating the payment

- (i) **your revenue** in the period corresponding with the **indemnity period** in the 12 months prior to the **damage** appropriately adjusted where the maximum indemnity period detailed in the schedule exceeds 12 months
- (ii) any savings during the **indemnity period** from expenses payable out of **revenue** which stop or are reduced as a result of the **damage**
- (iii) any **revenue you** earn from conducting **your** activities elsewhere during the **indemnity period**
- (iv) any circumstances or events which may have affected **your revenue** during the **indemnity period** if the **damage** had not occurred

so that the amount that **we** will pay will reflect as near as is practicable the **revenue you** would have earned had the **damage** not occurred or a proportionately increased multiple of the above where the maximum indemnity period exceeds 12 months

(b) additional expenditure

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

- (i) the cost of moving to and from a temporary location and the additional rent rates and taxes for such location
- (ii) expenses incurred in equipping a temporary location to make it suitable for **your** use (iii) additional costs in respect of lighting heating and water
- (iv) the cost of additional staff and overtime and allowances to existing staff

but not exceeding the amount of the reduction in **revenue** avoided

Amount payable

Additional increase in cost of working item
(only applicable if shown in the schedule)

The amount payable is limited to further additional expenditure occurring during the **indemnity period** beyond that recoverable under **revenue** as may be necessarily and reasonably incurred to minimise any interruption or interference with **your** usual activities carried out at the **premises** during the **indemnity period**

Professional accountants' charges

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

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

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

Payments on account

Payments on account will be made during the **indemnity period**

Current cost accounting

Any adjustments implemented in current cost accounting shall be disregarded

Extensions

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

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

1 Prevention of access

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

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

Excluding

- (i) any loss covered under the Utilities extension
- (ii) in respect of (b) any restriction of use of less than 4 hours
- (iii) any period when access to the **premises** was not prevented or hindered
- (iv) closure or restriction in the use of the **premises** due to the order or advice of the competent local authority as a result of an occurrence of an infectious disease (or the discovery of an organism resulting in or likely to result in the occurrence of an infectious disease) food poisoning defective drains or other sanitary arrangements
- (v) closure or restriction in use of the **premises** due to **vermin**

2 Utilities

Damage at any

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

3 Suppliers' extension

Damage at the site of the following all within the **geographical limits**

- (a) any of **your suppliers**
Limit £50,000 any one incident
- (b) any of **your** storage sites
Limit £50,000 any one incident

4 Failure of supply

Failure of the supply to **your premises** of electricity gas or water from any cause other than the deliberate act of the supplier in withholding or restricting supply

Excluding any restriction of use of less than 4 hours

Limit

£5,000 any one incident

5 Failure of telecommunications services

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

Excluding any restriction of use of less than 4 hours

Limit

£5,000 any one incident

6 Bomb scare

Any bomb scare at or in the vicinity of the **premises**

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

Limit

£5,000 for any one incident

7 Reinstatement of data

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

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

Providing that

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

- (b) **we** shall not be liable for any losses discovered later than 180 days after the loss occurred
- (c) **we** shall not be liable for loss or damage to software
- (d) **we** shall not be liable under this extension for costs more specifically described under Computers - Increased Cost of Working extension
- (e) **you** comply with the Back-up records special condition

Special condition - Back-up records

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

Limit

£25,000 any one period of insurance

8 Computers - Increased Cost of Working

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

Limit

£25,000 any one period of insurance

9 Other venues

Damage

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

Limit

£10,000 any one incident

10 Book debts

If following **damage** to **your** records at the **premises you** are unable to trace outstanding debit balances owed to **you we** will indemnify **you** for such loss as follows

- (a) **we** will pay the difference between the total outstanding debit balances and the total of the amounts received or traced for such balances

- (b) **we** will pay additional expenditure incurred with **our** previous consent in tracing and establishing customers' debit balances after the **damage**
- (c) **we** will pay for reasonable professional accountants' charges necessarily incurred in providing any evidence required by **us** in support of a claim excluding loss arising from misfiling erasure distortion deliberate falsification of business records abnormal conditions of trade or from bad debts

Limit

£50,000 (plus any additional book debts sum insured shown in the schedule) any one claim

Special condition

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

11 Specified disease murder food poisoning defective sanitation vermin

Definition specific to this extension

Specified disease

means

Acute encephalitis

Acute poliomyelitis

Anthrax

Cholera

Diphtheria

Dysentery

Legionellosis

Legionnaires disease

Leprosy

Leptospirosis

Malaria

Measles

Meningitis

Meningococcal septicaemia (without meningitis)

Mumps

Ophthalmia neonatorum

Paratyphoid fever

Plague

Rabies

Relapsing fever

Rubella

Scarlet fever
 Smallpox
 Tetanus
 Tuberculosis
 Typhoid fever
 Typhus fever
 Viral haemorrhagic fever
 Viral hepatitis
 Whooping cough
 Yellow fever

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

Special conditions applicable to this extension

For the purposes of this extension

- (i) **We** shall not be liable under this extension for any costs incurred in the cleaning repair replacement recall or checking of property
- (ii) **We** shall only be liable for the loss arising at those **premises** which are directly affected by the occurrence discovery or accident
 In the event that the policy includes an extension which deems **damage** at other locations to be **damage** at the **premises** such extension shall not apply to this extension
- (iii) **Indemnity period** shall mean the period during which the usual activities carried out at the **premises** shall be affected in consequence of the occurrence discovery or accident beginning with the date from which the restrictions on the **premises** are applied (or in the case of (f) above with the date of occurrence) and ending not later than three months thereafter

- (iv) **Our** liability under this extension in respect of any one occurrence discovery or accident shall not exceed the lesser of £250,000 or 25% of a) the sum insured by the items or b) the limit of **our** liability by the items if the declaration - linked basis applies
- (v) In respect of (e) **you** must obtain **our** consent before **you** restrict the use of the **premises**

12 Archaeological digs

If a claim is accepted by **us** under this section and the interruption or interference which is the subject of the claim is increased by an archaeological exercise which follows discoveries made due to the occurrence of **damage we** will pay the additional amount of loss resulting from the increased interruption or interference

Special conditions

1 Renewal clause

- Declaration-linked basis

You shall prior to each renewal supply **us** with the **estimated revenue** for the financial year most closely corresponding with the ensuing year of insurance

2 Premium adjustment clause

- (a) Sum insured basis
 If **your revenue** (or a proportionately increased multiple of it where the maximum indemnity period exceeds 12 months) as certified by **your** auditors for the financial year of 12 months most closely corresponding with any period of insurance is less than the sum insured a pro rata return of premium not exceeding 50% of the premium paid on each sum insured for such period of insurance will be made for the difference

 If any **damage** has occurred resulting in a claim the return premium will be for the difference in **revenue** which is not due to the **damage**
- (b) Declaration-linked basis
 The first and annual premiums are provisional and are based on the **estimated revenue**
You shall supply **us** within six months of the expiry of each period of insurance a declaration certified by **your** auditors of **your revenue** for the financial year most closely corresponding with the period of insurance
 If any **damage** has occurred resulting in a claim for

loss of **revenue** the above-mentioned declaration will be increased by **us** for the purpose of premium adjustment by the amount by which the **revenue** was reduced during the financial year solely in consequence of the **damage**

If the declaration (adjusted as above and proportionately increased where the maximum indemnity period exceeds 12 months) is

- (i) less than the **estimated revenue** for the relative period of insurance **we** will allow a pro rata return of premium paid on the **estimated revenue** but not exceeding 50% of such premium
- (ii) greater than the **estimated revenue** for the relative period of insurance **you** shall pay a pro rata addition to the premium paid on the **estimated revenue**

4 Liabilities

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

Definitions

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

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

Act of terrorism

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

Bodily injury

means bodily injury death disease or illness

Business

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

- (a) the ownership repair and maintenance of **your premises**
- (b) the provision of catering social sports and welfare facilities for **employed persons** and first aid medical and ambulance services
- (c) the provision of fire and security services maintained only for the protection of premises owned or occupied by **you**
- (d) participation in trade shows or exhibitions within the **geographical limits** or the European Union but this does not include any work undertaken **offshore**

Data

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

Employed person

means

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

Employee(s)

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

Event(s)

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

Injury

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

Legal costs

means

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

Offshore

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

Pastoral care services

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

Pollution or contamination

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

Principal

means any party (other than any licensed member of clergy cathedral council member or **employee** of **yours**) on whose behalf **you** are undertaking work (excluding the sale or supply of **products**) in connection with the **business**

Products

means goods (including containers and packaging) not in **your** custody or control sold supplied installed erected serviced repaired altered or treated by **you** in connection with the **business**

Any error in the sale supply or presentation of such goods is included in this definition

Property

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

Retroactive date

means the retroactive date stated in the schedule

You/your/yours

means the **Insured** named in the schedule

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

- (a) **your** personal representatives in respect of legal liability incurred by **you**
- (b) at **your** request
 - (i) any **principal**
 - (ii) any licensed clergy cathedral council member or **employed person** of **yours** in respect of liability for which **you** would have been entitled to indemnity had the claim been made against **you**
- (c) any officer or member of **your** canteen social sports and welfare facilities and fire first aid ambulance and security services in their individual capacities as such

Cover 1 – Employers' liability

This insurance is provided on a 'Costs Inclusive' basis

This means that **legal costs** are included within the limit of indemnity specified in the schedule

Cover

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

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

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

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

This insurance complies with the provisions of any law enacted in the **geographical limits** relating to the compulsory insurance of liability to employees

You will repay any sums paid by **us** which **we** would not have been obliged to pay but for the provisions of such law

Employers' liability extension

The following is subject to the terms of the policy

Unsatisfied court judgements

Where a judgement for damages has been obtained

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

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

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

Employers' liability exclusion

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

Cover 2 – Public & products liability

This insurance is provided on a 'Costs in Addition' basis

This means that (with the exception of claims which are brought within the legal jurisdiction of the United States of America or Canada) **legal costs** are payable in addition to the limit of indemnity specified in the schedule

Cover

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

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

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

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

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

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

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

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

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

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

- (d) all **events** arising from **pollution or contamination** which **we** deem to have occurred during any period of insurance

shall not exceed the limit of indemnity shown in the schedule

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

Public & products liability extensions

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

1 Cross liabilities

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

2 Contingent motor liability

Notwithstanding exclusion (5) regarding vehicles **we** will indemnify **you** alone in respect of legal liability for **injury** or **damage** arising out of the use by any **employee** in the course of the **business** of any mechanically propelled vehicle which is neither owned by nor provided by **you**

We will not provide an indemnity in respect of

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

3 Data Protection

Definition specific to this extension

Data protection legislation

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

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

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

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

We will not provide any indemnity in respect of

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

In the event that any policy of insurance in force immediately prior to this extension expressly provided cover for **data protection legislation** on the basis of an indemnity for claims made during the period of insurance and in the event that a claim is first made against **you** in the period of insurance in respect of **data protection legislation** then the indemnity provided by this extension is extended to indemnify **you** provided that **we** shall not be liable for

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

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

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

4 Defective Premises Act

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

No indemnity will be provided

- (a) if **you** are entitled to indemnity under any other insurance
- (b) in respect of the cost of remedying any defect or alleged defect in the premises disposed of

5 Overseas personal liability

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

No indemnity will be provided by this extension

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

The total amount **we** will pay for damages for any one **event** is £5,000,000

6 Additional clean up costs

Definitions specific to this extension

Environmental legislation

means any legislation enacted within the United Kingdom governing the

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

Regulatory authority

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

Remediation

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

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

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

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

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

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

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

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

Exclusion

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

7 Errors and omissions

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

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

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

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

We will not provide any indemnity in respect of the following

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

8 Errors and omissions - independent examination

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

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

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

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

We will not provide any indemnity in respect of the following

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

9 Libel and slander

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

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

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

Provided that a claim is first made against **you** during the period of insurance

The most **we** will pay under this extension is £250,000 in any one period of insurance

All claims arising from a single libel slander or infringement will be deemed to have been made during the period in which the first claim was accepted by **us**

We will not provide any indemnity in respect of

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

10 Pastoral care indemnity

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

Notwithstanding the **pastoral care services** exclusion (2) **we** will indemnify **you** against all sums which **you** become legally liable to pay as damages and all other costs and expenses as a result of neglect error or omission in the rendering of **pastoral care services** provided by **your** clergy or **employees** in connection with **your business** which gives rise to a claim made against **you** and notified to **us** during the period of insurance for the following

- (1) accidental **bodily injury** to persons other than any **employed person**
- (2) accidental loss of or **damage** to **property** not belonging to **you**

- (3) pecuniary loss other than arising from (1) or (2) above

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

- (a) as shown in the schedule for claims arising under (1) or (2) above
- (b) £100,000 for claims arising under (3) above

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

We will not provide any indemnity in respect of the following

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

Special condition specific to this extension

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

11 Trustee and management liability

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

Definitions specific to this extension

Outside trustee

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

- (a) the **Insured**
- (b) any entity
 - (i) having its securities listed or traded on any US exchange or

- (ii) possessing any tangible or intangible asset located within the United States of America

Trustee

means anyone who is at any time a trustee director shadow director officer **employee** or member of the management committee of the **Insured** and who is not

- (a) a trust corporation or
- (b) the receiver administrator administrative receiver liquidator of the **Insured**

Wrongful act

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

Cover 1

(a) Trustee and Insured liability

We will indemnify

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

(b) Loss of documents

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

Personal cover

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

Cover 2

Retired trustees

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

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

Cover 3

Extended reporting period

If **we** or the **Insured** cancels (other than for non-payment of premium) or **we** refuse to offer renewal of this extension of the policy and **you** do not replace the cover by any other similar policy with another insurer then **you** shall be entitled to an extension of the expiring period of cover provided by this extension of 12 months

Provided that the claim arises from a **wrongful act** prior to the date of cancellation or refusal to renew

Cover 4

Outside boards

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

Cover 5

Emergency costs and expenses

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

We will not provide any indemnity in respect of

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

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

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

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

Special condition specific to this extension

You shall submit annual reports and accounts to their appropriate regulatory authority in accordance with prescribed timescales

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

12 Reimbursement of motor insurance costs

In the event of any accident involving the use of a private car belonging to one of **your employees** whilst being used for **your business we** will at **your** request indemnify such person in respect of

- (a) the monetary value of the no claim bonus or discount

- that they have forfeited – limit £1,000 any one loss
- (b) the monetary value of the premium loading imposed by their insurers – limit £500 any one loss
- (c) the monetary value of the policy excess applied by their insurers – limit £500 any one loss

13 Cathedral Fabric Advisory Committee

At **your** request **we** will indemnify the Cathedral Fabric Advisory Committee in respect of liability incurred by them for which **you** would be indemnified if the claim was made against **you** and not them

We will not provide any indemnity in respect of

- (i) liability where indemnity is provided under any other insurance
- (ii) liability arising from wrongful or inadequate design specification or breach of professional duty

14 Professional counselling services

This extension is optional

The schedule will show if it is in force

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

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

- (1) **accidental bodily** injury to or death illness or disease of persons other than any **employed person**
- (2) accidental loss of or **damage to property** not belonging to **you**
- (3) pecuniary loss other than arising from (1) or (2) above

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

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

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

We will not provide any indemnity in respect of the following

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

Special condition specific to this extension

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

15 Other buildings and land

We will indemnify **you** in respect of **your** legal liability for **injury** or **damage** in connection with all grounds roads and pathways and all other buildings and land owned or occupied by **you** but excluding

- (a) premises occupied as private dwellings
- (b) premises in respect of which more specific insurance arrangements are in force

Public & products liability exclusions

No indemnity will be provided in respect of

- (1) any liability connected with any error or omission in the provision of professional services
- (2) any liability connected with any error or omission in the provision of **pastoral care services**
- (3) any liability arising from **bodily injury** to any **employed person** caused in connection with the **business**
- (4) any liability arising from **damage** to **property** which is owned or held in trust by **you** or which is in **your** custody or control

This exclusion will not apply in respect of

- (a) personal effects including vehicles and their contents belonging to **employees** licensed clergy cathedral council members or visitors

- (b) premises and their contents not owned by leased or rented by **you** at which **you** are undertaking work in connection with the **business**
- (c) premises including fixtures and fittings hired by or leased rented or borrowed by **you** but **we** shall not be liable for
 - (i) the first £250 of any **damage** other than caused by fire or explosion
 - (ii) any liability arising solely under the terms of any contract or agreement
 - (iii) 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
- (5) any liability arising from ownership possession or use by **you** or on **your** behalf of
 - (a) any mechanically propelled vehicle but (except where indemnity is provided by any motor insurance policy or in circumstances where insurance or security is required under any road traffic legislation) this exclusion will not apply in respect of
 - (i) the use of plant as a tool of trade on site
 - (ii) the use of plant at **your** premises
 - (iii) the loading or unloading of any vehicle
 - (iv) the movement of any vehicle not belonging to **you** which is interfering with the execution of the **business**
 - (b) any craft designed to travel in on or through water air or space but this exclusion shall not apply to any non-mechanically propelled waterborne craft of less than 9 metres in length whilst operated on inland waterways or within 3 miles of the coast
- (6) any liability arising directly or indirectly from **pollution or contamination** unless the **pollution or contamination** is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the period of insurance
For the purposes of this exclusion all **pollution or contamination** which arises out of one incident shall be deemed to have occurred at the time such incident takes place
- (7) any liability arising from advice design or specification provided for a fee or for which a fee would normally be charged

- (8) **damage** to or the costs of recall removal repair alteration replacement or reinstatement of any **product** supplied or contract work executed by **you** which is caused by
 - (a) a defect
 - (b) its unsuitability for its intended purpose
- (9) any liability arising from any contract in respect of **products** supplied or contract work executed by **you** unless liability would have attached in the absence of that contract
- (10) (a) fines or penalties
 - (b) liquidated damages
 - (c) any compensation awarded by a court of criminal jurisdiction
 - (d) multiplied aggravated exemplary or punitive damages
- (11) any liability arising from
 - (a) the ownership or use by **you** or on **your** behalf of any premises situated in the United States of America or Canada
 - (b) **products** sold or supplied on **your** behalf from any premises situated in the United States of America or Canada
 - (c) **products** exported by **you** or on **your** behalf to the United States of America or Canada
- (12) any liability arising from
 - (a) **products** incorporated in any craft designed to travel through air or space
 - (b) **products** incorporated in any waterborne craft which could affect its safety navigation or propulsion
 - (c) **products** incorporated in mechanically propelled vehicles which could affect their safety
 - (d) **products** incorporated in gas chemical petrochemical or power generation plant which is directly connected to manufacture processing storage or power generation and which have been specifically supplied by **you** for that purpose
- (13) any liability arising from the supervision or execution of any manual work or contract undertaken outside of the **geographical limits** or the European Union
- (14) any liability arising directly or indirectly from mining processing manufacturing removing handling disposing of treatment of distributing or storing of **asbestos** However this shall not apply where removing handling or disposing of **asbestos** does not form part of **your** usual business or any contract work undertaken and
 - (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) whereupon discovery of **asbestos** all work immediately stops and
 - (d) a HSE licensed asbestos removal contractor is employed to make safe the area in which the discovery is made as soon as is practicable and who has Employers' and Public liability insurance in force which provides limits of indemnity no less than those provided by **your** policies and which do not exclude the work to be carried out
- (15) any liability arising directly or indirectly from fears of the consequences of exposure to or inhalation of **asbestos**
- (16) any liability arising from **damage** to **property** where there is a requirement to arrange cover under clause 6.5 of the 2007 JCT conditions or any similar contract clause

Liability section extensions

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

1 Compensation for court attendance

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

Any licensed clergy or cathedral council members £500
Any **employee** £250

2 Corporate manslaughter defence costs

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

Provided that

- (a) **our** liability under this extension shall not exceed the Public and products liability limit of indemnity as stated in the schedule or £5,000,000 whichever is the less any one period of insurance
- (b) if this policy provides Legal expenses insurance this extension shall only operate in respect of any excess beyond the amount payable under the Legal expenses section
- (c) where **we** have already provided an indemnity in respect of any **legal costs** incurred in the defence of any criminal proceedings arising out of the same **event** which has given rise to the proceedings in respect of corporate manslaughter or corporate homicide any amount already paid by **us** will be taken into account in calculating **our** liability under this extension
- (d) **we** must consent in writing to the appointment of any solicitor or counsel who is to act for and on **your** behalf
- (e) any appeal can only commence if counsel has advised that it is more likely for an appeal to be successful than not

No indemnity will be provided

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

Prosecution defence costs

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

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

Exclusions

We will not provide any indemnity

- (a) where indemnity 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 liability covers of this section
- (c) in respect of fines or penalties of any kind
- (d) 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
- (e) where the proceedings have resulted from any deliberate act or omission by
 - (i) **you** or any licensed clergy or cathedral council member of **yours**
 - (ii) any **employee** of **yours** who has specific responsibility for compliance with the above legislation
 which could reasonably have been expected to constitute a breach of the above legislation

Limit of indemnity

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

5 Trustee and management liability

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

This insurance covers only those losses which either arise from claims made during the period of insurance against those insured or are discovered and reported during the period of insurance by those insured

Definitions

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

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

Computer

means

- (a) any computer or other electronic data processing device equipment or system
- (b) any hardware software program instruction data or component utilised or intended to be utilised in or by anything in (a) above
- (c) any actual or intended function of or process performed by anything in (a) or (b) above

Document

means any deed will certificate plan book letter agreement or document of any type (other than any bearer bond coupon bank or currency note or other negotiable instrument) produced in any

- (a) printed or written format

or

- (b) electronic format and of which a back-up copy has been made within seven days of its production and securely retained

which relates to the **organisation** or **related body**

Employee

means anyone employed by the **organisation related body** or **trustee** under a contract of service or apprenticeship or directly engaged by the **organisation** or **related body** without payment to carry out at any time

- (a) on behalf of the **trustee** any duty concerning the **organisation** or **related body** or
- (b) any other managerial or supervisory duty concerning the **organisation** or **related body** or
- (c) any other work wholly or mainly for the charitable purposes of the **organisation**

Environmental defence costs

means legal costs charges and expenses reasonably incurred in obtaining 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 of any kind

Insured

means the charity or organisation first named or identified as the Insured in the schedule

Investigation costs

means 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 government department or agency to investigate or examine the affairs of the **organisation** or **related body**

Loss

means

- (a) damages and costs which are payable to another person as a result of a claim made by that person during the **period of insurance**
- (b) legal costs charges and expenses reasonably incurred in defending or appealing the claim described in (a) above or other legal proceedings initiated during the **period of insurance**

Organisation

means the cathedral body which is named or identified in the schedule

Outside trustee

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

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

Period of insurance

means the period of insurance stated in the schedule

Related body

means any trust (other than a pension or retirement fund trust) or incorporated or unincorporated company or association which

- (a) exists wholly or mainly for the charitable purposes of the **organisation** or
- (b) is a trustee director officer or member of the management committee of the **organisation** or any body within (a) above

Trustee

means anyone who is at any time a trustee director shadow director officer or member of the management committee of the **organisation** or the **related body** and who is not

- (a) a trust corporation or
- (b) the receiver administrator administrative receiver liquidator or external auditor of that **organisation** or **related body**

Wrongful act

means any actual or alleged act which is wrongfully committed or attempted on or after the appropriate Wrongful Act Date (if any) stated in the schedule

You / your

means anyone who is entitled to make a claim for indemnity under this section

Cover

Your entitlement to cover under Cover paragraphs (a) (b) or (c) below is as stated in the schedule

If **you** make a valid claim under any of those paragraphs **we** will provide the indemnity described in that paragraph by making a payment in the manner described in Cover paragraph (d) Payment below

If **you** have met (or will be meeting) the liability and/ or cost for which **you** have made **your** claim **you** will be reimbursed by **our** corresponding payment to **you**

- (a) Trustee liability
We will indemnify the legal liability of the
 - (i) **trustee** for **loss** or **environmental defence costs** which results from his or her **wrongful act** as **trustee** when carrying out any duty as **trustee**
 - (ii) **employee** for **loss** or **environmental defence costs** which results from his or her **wrongful act** when acting on behalf of the **trustee** when carrying out any duty of the **trustee**
 - (iii) **trustee** or **employee** for **investigation costs**
- (b) Organisation liability
We will indemnify the legal liability of the
 - (i) **organisation** or **related body** for **loss** or

environmental defence costs which results from a wrongful act by a **trustee** when carrying out any duty as a **trustee**

- (ii) **organisation** or **related body** for **loss** or **environmental defence costs** which results from a **wrongful act** by an **employee** when acting on behalf of the **trustee** when carrying out any duty of the **trustee**
- (iii) **organisation** or **related body** for **investigation costs**
- (c) Loss of documents
We will indemnify
 - (i) the legal liability of the **organisation related body** or **trustee** for **loss** which results from **damage** to the **document** provided that this **damage**
 - (a) occurs while that **document** is held by or is being sent to or from any of them their agent or the **employee** and
 - (b) is discovered during the **period of insurance**
 - (ii) any reasonable cost incurred by that **organisation related body** or **trustee** in restoring or replacing that **document**
- (d) Payment
 - (i) If **you** are the **organisation** or **related body** and **you** are required by law to indemnify the **trustee** or **employee** or another person for any legal liability of that **trustee** or **employee** which **we** cover under Cover paragraph (a) (b) or (c) above **we** will make on **your** behalf the payment as required by law
 - (ii) If **you** are the **organisation** or **related body** and **you** are permitted by law to indemnify the **trustee** or **employee** for any legal liability of that **trustee** or **employee** which **we** cover under Cover paragraph (a) (b) or (c) above **we** will make on **your** behalf the payment **you** are permitted to make
 - (iii) If **you** are the **trustee** or **employee** and **you** are required by law to indemnify another person for any legal liability **you** have which **we** cover under Cover paragraph (a) (b) or (c) above **we** will make on **your** behalf the payment as required by law
 - (iv) If none of (i) (ii) or (iii) above applies **we** will make the appropriate payment direct to the **insured** for what **we** cover under Cover paragraph (a) (b) or (c) above

Extensions

1 Extending reporting period

If **we** or the **insured** cancels (other than for non-payment

of premium) 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** shall be entitled to an extension of the expiring period of cover provided by this section in respect of

- (i) 30 days or
- (ii) 12 months at 50% of the latest annual premium in respect of claims made after the effective date of such cancellation or refusal to renew provided that
 - (a) written notice is given to **us** within 15 days of the effective date of cancellation or non-renewal of this section
 - (b) a payment is made to **us** within 30 days of the effective date
 - (c) the claim arises from a **wrongful act** prior to the date of cancellation or refusal to renew

The offer by **us** of terms conditions or limits of indemnity that differ from those of the expiring period of insurance shall not constitute a refusal to renew

2 Retired trustees

In the event that the **insured** does not renew this section of the policy and only in respect of any **trustee** or **employee** who retires prior to the date of non-renewal this section of the policy will continue in force for a period of 120 months from the date of non-renewal provided that

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

3 Outside boards

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

4 Emergency costs and expenses

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

5 Public relations crisis management

In the event of any incident occurring during the **period of insurance** which results or could result in adverse publicity

we will pay the reasonable costs necessarily incurred by **you** with **our** prior consent of employing a marketing and/or public relations firm to help minimise the risk of damage to **your** reputation

Provided that

- (a) the incident in **our** opinion could result in a claim under this section of the policy
- (b) **you** take all reasonable measures to avoid or mitigate adverse publicity

Limit

The maximum amount **we** will pay under this extension is £25,000 any one incident and any one **period of insurance**

Section exclusions

No indemnity will be provided in respect of

- (a) any claim resulting from a situation which existed prior to the **period of insurance** and which **you** the **organisation related body** or **trustee** knew or should have known might result in any type of claim for indemnity hereunder
- (b) any claim where **you** are entitled to indemnity from any other source or would be entitled but for this insurance
- (c) the **trustee's** or **employee's**
 - (i) liability to the **organisation** or **related body** or
 - (ii) costs in any proceedings in which either that **trustee** or **employee** is convicted of a criminal offence or such a conviction is upheld on appeal resulting from the conduct as **trustee** of that **trustee** or **employee** who either knew or must be assumed to have known that such conduct was not in the best interests of the **organisation** or **related body** or did not care whether or not this was so
- (d) **your** claim arising from something that **you** actually did which was intended to provide improper financial gain for anyone or was malicious
This exclusion shall only apply where such acts are established by a final decision of a court or tribunal or any formal admission by **you**
- (e) any fine penalty or exemplary or punitive damages other than exemplary damages awarded in an action for libel or slander
- (f) any claim for which legal action is brought outside the **geographical limits** or the European Union
- (g) any actual or alleged legal liability for
 - (i) **damage** to or loss of use of any property (other than the **document**)
 or

- (ii) infringement of any intellectual property rights or
- (iii) breach of any duty owed to anyone in providing any professional service
- (h) any actual or alleged legal liability
 - (i) for seepage pollution or contamination of any kind other than to the extent of the **environmental defence costs**
 - or
 - (ii) arising directly or indirectly from
 - (a) exposure to or
 - (b) inhalation of or
 - (c) fears of the consequence of exposure to or inhalation of or
 - (d) damage to property or any other loss arising from **asbestos**
 - or
 - (iii) for the costs of cleaning up or removal of **asbestos**
 - or
 - (iv) for **loss** directly resulting from anything manufactured sold or supplied by the **charity related body or trustee**
- (i) **your** claim under Cover paragraph (c) Loss of documents to the extent of the cost of rectifying or repairing or replacing any **computer** following its **damage**
 - (i) as a direct result of any part of it being defective or the subject of any unauthorised access or use or affected by any magnetic field
 - (ii) where such **damage** is caused by **virus or similar mechanism or hacking or denial of service attack**
- (j) **your** claim arising from **your** failure to arrange or maintain insurance for the **organisation related body or trustee**
- (k) **your** claim arising from any
 - (i) personal guarantee or assurance **you** give to anyone (other than **your** assurance that **you** have authority to do something)
 - or
 - (ii) agreement that **you** shall pay any penalty or fixed sum of money to anyone
 unless **you** would still be legally liable even if that guarantee assurance or agreement did not exist
- (l) any claim resulting directly or indirectly from **you** acting in the capacity as trustee or administrator of any pension or retirement fund or scheme
- (m) any claim arising from any **wrongful act** subsequent to the effective date of takeover or merger of the

- organisation** by or with any other entity
- (n) any claim under cover paragraph (b) (i) or (ii) arising out of any
 - (i) actual or alleged breach of any contract or agreement
 - (ii) trading losses or liabilities or debts incurred by any business managed by or carried out by the **organisation**
- (o) any actual or alleged legal liability for anyone's death bodily injury mental anguish or emotional distress
- (p) any actual or alleged legal liability for **loss** directly resulting from anything manufactured sold or supplied by the **organisation related body or trustee**
- (q) any actual or alleged legal liability for **loss** relating to any claim for unfair or wrongful dismissal or any other employment dispute

Limits and excess

- (a) 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
 - (i) claims made against **you** which result in **loss** or
 - (ii) proceedings which are initiated against **you** which result in **investigation costs** or **environmental defence costs** or
 - (iii) losses (other than **loss investigation costs** or **environmental defence costs**) which **you** discover **you** have suffered
- (b) Unless (c) below applies **we** will deduct from what **we** pay **you** for each single claim the amount stated in the schedule as being the **excess** applicable to the particular Cover under which **you** make the claim. However if that single claim involves more than one Cover and more than one **excess** applies **we** will only deduct the largest **excess** from the total **we** pay **you**. **You** must bear the amount of every **excess** which **we** deduct
- (c) If upon conclusion of all legal proceedings (including all appeal proceedings) relating to **your** single claim **you** are neither found to have any legal liability to pay any damages to anyone nor convicted of any offence for which **you** have been tried **we** will not deduct any **excess** from what **we** pay **you** for that single claim
- (d) After the deduction of any **excess** that applies the most **we** will pay **you** for the total of all **your** claims in the **period of insurance**
 - (i) for **environmental defence costs** is £250,000

- (ii) under Cover paragraph (c) Loss of documents is £50,000
- (iii) under this section is the amount stated in the schedule as the Limit of indemnity

Conditions

(a) Notification of claims

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

- (i) give **us** written notice of every
 - (a) situation **you** become aware of during the **period of insurance** which might reasonably result in any claim under this section
 - (b) 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 one month of **you** becoming aware of it

If anything **you** notify under (i) (a) above 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**
 - (ii) send **us** immediately and unanswered every letter claim form summons or similar document concerning **your** claim which **you** receive
 - (iii) give **us** as soon as possible all the information documents and assistance **we** need to deal with everything **you** notify under (a) above and **your** claim
 - (iv) do not make any admission of liability or any offer promise or payment of indemnity to anyone without **our** consent
- (b) Conduct and settlement of claims
- (i) **You** shall not have to carry on any legal proceedings or settle any claim unless counsel (whom **you** and **we** agree to appoint) considers that this is in **your** best interests
 - (ii) **We** will be entitled at any time to take over and conduct in **your** name the defence or settlement of any claim or the pursuit for **our** benefit of any claim **you** may have against someone else
- If **we** do this **you** must give **us** any information or assistance **we** reasonably need to carry on legal proceedings or settle claims which **we** will do in the way **we** think best
- (iii) **We** will advance legal costs charges and expenses incurred with **our** prior written consent provided

that if it is finally established that **you** are not entitled to any such advance payments of the sums advanced they shall be repaid to **us**

(c) Personal cover

- (i) **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 shall not be affected by the situation or conduct of anyone else
 - (ii) **Our** liability under any and all contracts of insurance evidenced or deemed to be evidenced by this section shall be the liability so specified in this section as applicable to any one such contract and shall not (except as so specified) be varied or deemed varied because of the number or type of individuals or bodies insured by this section or their claims
 - (iii) If **your** legal liability for any **loss investigation costs** or **environmental defence costs** is by operation of law imputed or transferred to **your** lawful spouse or any person deriving similar status in law **we** will provide to that person the personal indemnity to which **you** would be otherwise entitled under this section in respect of that liability
 - (iv) If **you** die or become insolvent or mentally incapacitated **we** will provide to **your** estate heirs legal representatives or assigns the personal indemnity to which **you** are entitled under this section
 - (v) If **your** lawful spouse or any person deriving similar status in law is entitled to any indemnity under (iii) above and dies or becomes insolvent or mentally incapacitated **we** will provide to that person's estate heirs legal representatives or assigns the personal indemnity to which that person is so entitled
- (d) Notices
- (i) **You** must send notices to **us** at the address stated in the schedule or any other address **we** have given **you** for that purpose
 - (ii) **We** will send notices to **you** at the latest address **you** have given **us** or (if **we** do not have this address) at the latest address **we** have for the **Insured**

6

Money with assault extension

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

Definitions

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

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

Bodily injury

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

Business hours

means any time when anyone with responsibility for ***money*** is in attendance at the ***premises*** for the purpose of ***your business***

Deferment period

means the initial period specified in the schedule following ***bodily injury*** during which the ***temporary partial disablement*** or the ***temporary total disablement*** benefit is not payable

Insured person

means any employee official authorised representative or ***authorised volunteer*** of the ***Insured***

Loss of eye(s)

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

Loss of limb(s)

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

Medical expenses

means the cost of medical surgical dental or other remedial attention treatment or appliances given or prescribed by a qualified medical practitioner and all hospital nursing home and ambulance charges necessarily incurred in the treatment of the ***insured person***

Money

means current notes and coins cheques (other than pre-signed blank cheques whether crossed or uncrossed) postal orders money orders securities for money crossed

banker's drafts unused postage stamps travellers' cheques National Savings stamps and certificates Premium Bonds National Insurance stamps and stamped National Insurance cards credit and debit card sales vouchers giro payment orders Value Added Tax purchase vouchers luncheon vouchers gift tokens and unused credit on postal franking machines belonging to ***you*** or for which ***you*** are responsible and pertaining to the ***business***

Money in transit

means ***money*** other than ***non-negotiable money*** in transit whilst in ***personal custody*** or in a bank night safe until the bank accepts responsibility

Non-negotiable money

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

Other money

means ***money*** other than ***non-negotiable*** money

Permanent total disablement

means permanent total and absolute disablement (other than by ***loss of limb(s)*** or ***loss of eye(s)***) from gainful employment of any and every kind which shall have lasted for 104 weeks and which in all probability will last for the remainder of life

Personal custody

means within the immediate personal control of ***you*** or any other responsible person authorised by ***you***

Temporary partial disablement

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

Temporary total disablement

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

Cover A – Money

We will indemnify **you** in respect of **damage** to **money** happening during the period of insurance

Our liability in respect of any one loss shall not exceed the amount stated in the schedule

Extensions

The insurance by Cover A is extended to include the following

1 Damage to safes

We will indemnify **you** against **damage** to any safe strongroom or cash carrying bag belonging to **you** or for which **you** are responsible arising in connection with theft or attempted theft of insured **money**

2 Damage to clothing and personal effects

We will indemnify **you** against **damage** to clothing and personal effects belonging to **you** or any of **your** employees officials **authorised volunteers** or authorised representatives arising in connection with theft or attempted theft of insured **money**

3 Dishonesty of employee

We will indemnify **you** against **damage** to **money** due to the dishonesty of any official employee or volunteer of the **Insured** provided that

- (i) such loss is not more specifically insured
- (ii) the loss is discovered within 60 days of the occurrence
- (iii) **our** liability for such loss shall not exceed £5,000 per person nor £10,000 in total in any one period of insurance

4 Fund raising events

For the period from two days before to seven days after a fund raising event the limits shown in the schedule are doubled for the following

- (i) **money in transit**
- (ii) **money** whilst being counted or in the home of any of **your** employees officials or an **authorised volunteer**
- (iii) **money** in a locked safe in the **premises**

5 Fraud and identity theft

We will indemnify **you** for

- (a) loss resulting from the fraudulent use of any credit or debit card ordinarily used in connection with the **business**
Excluding
 - (i) loss due to the use of any card where the terms under which it has been issued have not been fully complied with
 - (ii) losses covered by a bank or card issuer
 - (iii) fraudulent use by **you** or **your** authorised representatives

Limit

£1,000 per card any one period of insurance

- (b) the reasonable and necessary costs incurred with **our** consent in protecting the interests of **your business** following the fraudulent use of the identity of the **business** or of **your** authorised representatives officials employees **authorised volunteers** or by a third party for the purposes of obtaining credit

Limit

£1,000 any one period of insurance

Exclusions

We shall not be liable in respect of loss

- (1) due to the dishonesty of any official employee or volunteer of the **Insured** other than as provided for by the extensions for Dishonesty of employee or Fraud and identity theft above
- (2) whilst the **money** is in the custody or control of a professional carrier
- (3) during transit by unregistered post
- (4) from an unattended vehicle
- (5) due to clerical or accounting errors depreciation in value unexplained shortage dishonoured cheques or to the use of counterfeit money
- (6) in excess of the "in any other circumstances" limit shown in the schedule of **other money** from any room left unattended and unlocked unless this occurs during **business hours** and such **other money** is contained in a locked safe cupboard or desk with the key held in **personal custody**
- (7) of completed credit or debit card sales vouchers unless a copy of each voucher is at all times kept in a secure place separate from its counterpart

Special conditions

Safe keys

It is a **condition precedent to liability** in respect of loss of **money** from locked safes or locked strongrooms that all keys (except those deposited with a bank) and codes of combination locks for safes and strongrooms containing **money** must be held in **personal custody**

Cash escort

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

£3,000 to £5,000

2 persons

Over £5,000 but less than £10,000

3 persons

£10,000 or over

a professional security firm

Cover B - Assault extension

If during the period of insurance an **insured person** sustains **bodily injury** in the course of their duties for **you** as a direct result of robbery or hold-up or attempted robbery or hold-up **we** will pay the appropriate benefit

Scale of benefits

The level of benefits are shown in the schedule

If the benefits are expressed in units one unit provides the following

- 1 Death
£2,500
- 2 **Loss of limb(s) or loss of eye(s)**
£2,500
- 3 **Permanent total disablement**
£2,500
- 4 **Temporary total disablement**
£25 per week
- 5 **Temporary partial disablement**
£10 per week

Extension

The insurance provided by Cover B is extended to include the following

Hospital benefit and Medical expenses

If during the period of insurance an **insured person** sustains bodily injury in the course of their duties for **you** as a direct result of robbery or hold up or attempted robbery or hold-up **we** will pay

- (a) **medical expenses** incurred by the **insured person**
Limit £500
- (b) £20 a day up to £200 if as a result of the **bodily injury** the **insured person** goes into hospital for in-patient treatment

Exclusions

We shall not be liable for **bodily injury**

- (1) arising from wilful exposure to needless peril (except in an attempt to save human life)
- (2) sustained by any person before that person attains the age of 16 years or after the expiry of the period of insurance in which that person attained the age of 80 years

Special conditions

- 1 Benefit shall not be payable in respect of any **insured person** for any later accident after an accident giving rise to a claim other than for **temporary total disablement** or **temporary partial disablement**
- 2 Benefit for **permanent total disablement** may be payable following benefit for **temporary total disablement** or **temporary partial disablement**
- 3 Other than 2 above one benefit only shall be payable in respect of any one **insured person** in connection with the same accident
- 4 A receipt given by **you** or by **your** legal personal representatives shall be a valid discharge of **our** liability under this section
- 5 No compensation shall become payable until the total amount shall have been ascertained and agreed except that periodic payments on account of **temporary total disablement** or **temporary partial disablement** may be made by **us**

7 Fidelity

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

Definitions

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

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

Acting in collusion

means all circumstances where two or more **employees** or **authorised volunteers** are concerned or implicated together or materially assist each other in an act of fraud or dishonesty

Commencement date

means the operative date of insurance cover for a named **employee** or **authorised volunteer** or category of **employees** or category of **authorised volunteers** other than as provided in relation to any superseded fidelity insurance

Employee(s)

means any person normally resident within the **geographical limits** who is

- (1) under a contract of service or apprenticeship with **you**
- (2) engaged as a work experience student or youth training scheme participant while under **your** direct control and supervision

One claim

means all acts of fraud or dishonesty during the periods of insurance which this section (and any substituted section or policy) shall remain in force committed by an individual **employee** or **authorised volunteer** or by **employees** or **authorised volunteers acting in collusion**

Cover

We will indemnify **you** against loss of money or goods belonging to or held in trust by **you** caused directly as a result of any act of fraud or dishonesty by any **employee** or **authorised volunteer** described in the schedule relating to their employment with **you** in the **business** and committed during the currency of

- (1) this section after the **commencement date** applicable to such **employee** or **authorised volunteer** or
 - (2) any superseded fidelity insurance effected by **you** but not discovered during the period stipulated in such insurance but
 - (a) only to the extent that such loss would have been insured had the superseded insurance remained in force
 - (b) only if uninterrupted fidelity insurance cover has been maintained and the loss is discovered not later than 24 months after the termination of
 - (i) the insurance in respect of such **employee** or **authorised volunteer**
 - or
 - (ii) this section
- whichever occurs first

We will also provide indemnity for auditors' fees incurred with **our** written consent to substantiate the amount of any claim provided that **our** liability including liability for auditors' fees shall not exceed the specific limit of indemnity shown in the schedule any **one claim** in respect of any **employee** or **authorised volunteer** or category of **employee** or category of **authorised volunteer** nor the aggregate limit of indemnity shown in the schedule any one period of insurance

If **one claim** is caused by **employees** or **authorised volunteers acting in collusion** **our** liability shall not exceed whichever of the individual limits of indemnity applicable to the **employees** or **authorised volunteers** concerned is largest and in any event not exceed the aggregate limit of indemnity shown in the schedule

Memorandum

Upon the notification of a claim the specific limit of indemnity and aggregate limit of indemnity for **employees** and **authorised volunteers** not the subject of such claim shall be maintained provided that

- (1) **you** agree to pay any required additional premium
- (2) the reinstated amount of indemnity shall apply only to acts of fraud or dishonesty committed subsequent to the date of notification of the claim

Special conditions

- 1 (Applicable only if the aggregate limit of indemnity shown in the schedule exceeds £5,000)
It is a **condition precedent to liability** that **you** shall operate the following Minimum standard of control
All **employees** and **authorised volunteers** with responsibility for money accounts goods computer operations or computer programming shall be instructed as to their duties and responsibilities in respect of the Minimum standard of control and be expected to comply with it

Minimum standard of control

- (i) All cheques or other bank instruments exceeding £10,000 shall require two manually applied signatures to be added after the amount has been inserted
You shall advise **your** bankers accordingly
No cheque or instrument shall be signed until one signatory has examined the supporting documentation
- (ii) In respect of **employees** not paid by crossed cheque or credit transfer the list of employees and the payroll will be subject to an independent check before payment to ensure that the total amount drawn is correct
At least quarterly and independently of persons responsible the payroll shall be checked to minimise the possibility that fictitious names and enhanced payments have been included
- (iii) **Employees** and **authorised volunteers** receiving cash and cheques in the course of their duties shall be required to remit all monies received and/or bank in full on the day of receipt or next banking day
- (iv) Statements of account for all amounts due will be issued at least monthly and direct to customers

independently of **employees** or **authorised volunteers** receiving or collecting monies

Action by management shall be taken if an account becomes three months overdue

- (v) Independently of the responsible **employees** or **authorised volunteers** bank statements receipts counterfoils and supporting documents shall be checked at least monthly against the cash book entries and the balance tested with cash and unrepresented cheques
- (vi) Cash in hand and petty cash shall be checked independently of the responsible **employees** or **authorised volunteers** at least monthly and additionally without warning every six months
- (vii) There will be a physical check on all stock and materials held against verified stock records independent of the responsible **employees** or **authorised volunteers** at intervals of not more than 12 months except where otherwise stated
- (viii) Different **employees** or **authorised volunteers** acting independently shall be responsible for the ordering of stock and materials the recording of receipt of such and the authorising of payment for them
- (ix) Security checks will be built into all computer functions with reconciliations made as necessary
Responsibilities for authorisation of transaction processing of transactions and handling of output shall be exercised by different **employees** or **authorised volunteers**
- (x) **Your** accounts including the accounts of any subsidiary companies shall be examined by external auditors every 12 months
All recommendations or alternatives acceptable to the auditors shall be implemented without delay
- (xi) Every **employee** or **authorised volunteer** who is responsible for money goods accounts computer operations or programming must take an uninterrupted break of at least two weeks in each calendar year during which
 - (a) they carry out no duties on **your** behalf and
 - (b) other than electronic mail they have no means of external access to **your** computer systems and
 - (c) they stay away from any of **your** premises
- (xii) All supplier/creditor accounts received for payment should be carefully and independently (of those **employees** placing orders or settling such accounts) checked and validated directly with the supplier/creditor before payment is authorised

No instructions or requests to change any supplier's/creditor's settlement account details shall be accepted or implemented without

- (a) the supplier or creditor in question being contacted independently and directly to confirm the change
- (b) written confirmation of the change being obtained from a suitably authorised and recognised contact at the supplier/creditor
- (c) written confirmation of the change being received independently and directly from the supplier's/creditor's bank

2 **You** shall obtain satisfactory references to confirm the honesty of all **employees** and **authorised volunteers** who are

- (a) responsible for money goods accounts computer operations or computer programming and
- (b) engaged after the commencement of this section and
- (c) subject to an indemnity of greater than £5,000

Such references shall be obtained directly from former employers for the three years immediately preceding engagement and before the **employee** or **authorised volunteer** is entrusted without supervision

Reference need not be obtained in respect of

employees and **authorised volunteers** who have satisfactorily and continuously served **you** for at least one year in another capacity before being entrusted with the duties referred to above

In respect of **employees** or **authorised volunteers** joining directly from school or government sponsored youth training schemes one character reference shall be obtained

The original of each written reference shall be retained by **you** and shall be made available for inspection by **us** on request

3 Any money of the **employee** or **authorised volunteer** held by **you** and any money which but for the **employee's** or **authorised volunteer's** dishonesty would have been due to the **employee** or **authorised volunteer** from **you** shall be deducted from the amount otherwise payable under this insurance

The **Insured** and the **Company** shall share any other recovery (excluding insurance and reinsurance and any counter-security taken by the **Company**) made by either on account of any loss in the proportion that the amount of the loss borne by each bears to the total amount of the loss

4 Irrespective of the number of periods of insurance during which this section (and any substituted section or policy) shall remain in force **our** liability for any **one claim** shall not exceed the specific limit of indemnity as shown in the schedule applicable at the time of the loss and **our** liability any one period of insurance shall not exceed the aggregate limit of indemnity as shown in the schedule applicable during that period of insurance

Section exclusion

We shall not be liable for loss of interest or consequential loss of any kind

8 Legal expenses

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

Note: (not forming part of the policy)

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

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

You can phone ARAG at any time on 0345 608 1252 to arrange for a local Solicitor, to be appointed from a nationwide panel of Solicitors, to contact you and provide the necessary assistance during or following any investigation by the Police.

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

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

Please notify ARAG as soon as possible of your potential claim. We will not pay any legal costs that you may have incurred through contacting a lawyer, accountant or anyone else prior to ARAG's acceptance of a claim.

ARAG Head and Registered Office:
ARAG Legal Expenses Insurance Company Limited
Unit 4a,
Greenway Court,
Bedwas,
Caerphilly CF83 8DW

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

Website: www.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

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

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

Appointed representative

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

ARAG

means ARAG Legal Expenses Insurance Company Limited

ARAG Standard Terms of Appointment

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

Charity Commission enquiry / enquiries

means an investigation carried out by the Charity Commission into the ***insured's*** business accounts

Costs and expenses

means

- (1) All reasonable 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

means

For **insured events** 2 – Legal defence (excluding 2(e)) and **insured event** 5(b) – Personal injury

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

means

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

- (5) For **insured event** 6(b) – Tax protection for **Charity Commission enquiries** the date the **insured** receives notification from the Charity Commission that they are to conduct an investigation

Employer compliance dispute(s)

means a dispute with HM Revenue & Customs concerning the **insured's** compliance with Pay As You Earn Social Security Construction Industry or IR35 legislation and regulations

Insured event(s)

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

Insured person

means

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

Limit of Indemnity

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

Please refer to the policy schedule for this amount

The most **we** will pay for the total of all compensation awards in respect of employment disputes in any one **period of insurance** shall not exceed £2,500,000 unless otherwise stated in the schedule

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

Period of insurance

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

Preferred law firm or tax consultancy

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

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

Reasonable prospects

means

- (1) For civil cases the prospects that the **insured person** will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that **ARAG** has agreed to including an enforcement of judgment) make a successful defence or make a successful appeal or defence of an appeal must be at least 51%

ARAG or a **preferred law firm or tax consultancy** on **our** behalf will assess whether there are **reasonable prospects**

- (2) For criminal cases the prospects of a successful outcome for appeals must be at least 51%

Tax enquiry

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

- (i) includes a request to examine any aspect of the **insured's** books and records or
- (ii) advises of a check of the **insured's** whole tax return

VAT dispute(s)

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

Cover

We will indemnify the **insured person** in respect of any **insured event** shown as included in the schedule arising in connection with the **business** as long as

- (a) **reasonable prospects** exist for the duration of the claim and
- (b) the **date of occurrence** of the **insured event** happens during the **period of insurance** and within the **countries covered** and
- (c) any legal proceedings will be dealt with by a court or other body which **ARAG** agrees to within the **countries covered**

What we will pay

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

What we will not pay

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

Insured events

1 Employment disputes and compensation awards

(a) Employment disputes

ARAG will defend the **insured's** legal rights

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

Exclusions

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

(b) Compensation awards

Where **ARAG** have accepted a claim under **insured event**

1(a) **we** will pay up to the **Limit of Indemnity** for the following

- (1) any basic and compensatory award and/or
- (2) an order for compensation following a breach of the **insured's** statutory duties under employment legislation

Provided that

- (1) In cases relating to performance and/or conduct the **insured** has throughout the employment dispute either
 - (a) followed the ACAS Code of Disciplinary and Grievance Procedures or
 - (b) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland or
 - (c) sought and followed advice from **ARAG's** Legal Advice Service
- (2) For an order of compensation following the **insured's** breach of statutory duty under employment legislation the **insured** has at all times sought and followed the advice given by **ARAG's** Legal Advice Service since the date when the **insured** knew or should have known about the employment dispute

- (3) For any compensation award for redundancy or alleged redundancy or unfair selection for redundancy the **insured** has sought and followed the advice given by **ARAG's** Claims Department prior to serving notice of redundancy
- (4) The compensation is awarded by a tribunal or through ACAS Arbitration Scheme under a judgement made after full argument and otherwise than by consent or default or is payable under settlement approved in writing in advance by **ARAG**

Exclusions

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

(c) Service occupancy

ARAG will negotiate for the **insured's** legal rights against an employee or ex-employee to recover possession of premises owned by the **insured** or for which the **insured** is responsible

Exclusions

Any claim relating to defending the **insured's** legal rights other than defending a counter-claim

2 Legal defence

At the **Insured's** request **ARAG** will defend the **insured person's** legal rights in respect of the following

(a) Criminal pre-proceedings cover

Prior to the issue of legal proceedings when dealing with the Police Health & Safety Executive and/or 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 arising in direct connection with the activities of the **business** which leads to the **insured person** being prosecuted in a court of criminal jurisdiction

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

(c) Data protection

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

(1) an individual

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

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

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

Provided that

- (i)** in respect of (c)(1) any sum of money in settlement of a dispute is awarded by a court under a judgment made after full argument and otherwise than by consent or default or is payable under settlement approved in advance by **us**
- (ii)** **we** will not cover the cost of fines imposed by the Information Commissioner or any other regulatory and/or criminal body

(d) Wrongful arrest

ARAG will defend the **insured's** legal rights following civil action taken against the **insured** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**

(e) Statutory Notice appeals

ARAG will represent the **insured person** in appealing against the imposition or terms of any Statutory Notice issued under legislation affecting the **insured's business**

(f) Jury service and court attendance

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

- (1)** to perform jury service

- (2)** to attend any court or tribunal at the request of the **appointed representative**

(g) Party Walls Act

ARAG will represent **you** in appealing against an award made under the Party Walls Act

(h) Discrimination

ARAG will defend the **insured person's** (other than **your**) legal rights if civil action is taken against them under legislation for unlawful discrimination on the grounds of sex sexual orientation race disability age religious belief or political opinion

(i) Pension fund trustees

ARAG will defend the **insured person's** (other than **your**) legal rights if civil action is taken against them as a trustee of a pension fund set up for the benefit of **your** employees or non-employed officials

(j) Conscientious objection

ARAG will defend the **insured person's** legal rights if civil action is taken against them following the **insured person's** decision not to solemnise a marriage based on the conscientious right of objection conferred on the **insured person** by section 8.2 of the Matrimonial Causes Act 1965

Exclusions

- (i)** Any claim relating to the ownership of a motor vehicle or the driving of a motor vehicle by an **insured person** for which the **insured person** does not have valid motor insurance
- (ii)** For (c) Data protection any claims relating to the loss alteration corruption or distortion of or damage to stored personal data and claims relating to a reduction in the functionality availability or operation of stored personal data resulting from hacking (unauthorised access) malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code computer virus or similar mechanism

3 Contract disputes

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

Provided that

- (1)** the amount in dispute exceeds £250 (including VAT)
- (2)** if the dispute relates to money owed to the **insured** 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)

Exclusions

- (i) Any dispute arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the **date of occurrence** is within the first 90 days of the indemnity provided by this section
- (ii) Any claim relating to the following
 - (a) A dispute over the settlement amount payable under an insurance policy
 - (b) The terms of a
 - lease
 - licence
 - tenancy of land or buildings
 other than a dispute with a professional adviser in connection with these matters
 - (c) A loan mortgage pension guarantee or any other financial product and choses in action
 - (d) A motor vehicle owned by or hired by or leased to the **insured** other than agreements relating to the sale of motor vehicles where the **insured** is engaged in the business of selling motor vehicles
- (iii) A dispute with an employee or ex-employee which arises out of or relates to a contract of employment with the **insured**
- (iv) A dispute which arises out of
 - the sale or provision of computer hardware software systems or services
 - the purchase or hire of computer hardware software systems or services tailored by a supplier to the **insured's** own specification
- (v) A dispute arising from a breach or alleged breach of professional duty by an **insured person**
- (vi) The recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists

4 Debt recovery

ARAG will negotiate for the **insured's** legal rights including enforcement of judgement to recover money and interest due from the sale or provision of goods or services

Provided that

- (1) the debt exceeds £250 (including VAT)
- (2) the claim is made within 90 days of the money becoming due and payable

- (3) **ARAG** has the right to select the method of enforcement or to forego enforcing judgement if they are not satisfied that there are or will be sufficient assets available to satisfy judgement

Exclusions

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

5 Property protection and personal injury

(a) Property protection

ARAG will negotiate for the **insured's** legal rights in any civil dispute relating to material property which is owned by or the responsibility of the **insured** provided that the **insured** has established the legal ownership or right to the land that is the subject of the dispute following

- (1) any event which causes physical damage to such material property
- or
- (2) a legal nuisance
- or
- (3) a trespass

Exclusions

Any claim relating to the following

- (i) A contract entered into by the **insured**
- (ii) Goods in transit or goods lent or hired out
- (iii) Goods at premises other than those occupied by the **insured** unless the goods are at such premises for the purpose of installations or use in work to be carried out by the **insured**
- (iv) Mining subsidence
- (v) Defending the **insured's** legal rights other than in defending a counter-claim

- (vi) A motor vehicle owned by or used by or hired by or leased to an **insured person** other than damage to motor vehicles where the **insured** is engaged in the business of selling motor vehicles
- (vii) The enforcement of a covenant by or against the **insured**

(b) Personal injury

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

Exclusions

Any claim relating to the following

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

Note:

*If **you** have purchased the Travel section of this policy there is cover for personal injury as described under this Insured event 5(b) for any insured person covered in the Travel section and in respect of countries covered anywhere in the world.*

Please refer to the Travel section for further information.

6 Tax protection

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

- (a) A **Tax enquiry**
- (b) A **Charity Commission enquiry**
- (c) An **Employer compliance dispute**
- (d) A **VAT dispute**

Provided that for all **insured events** the **insured** has taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed

Exclusions

Any claim

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

Conditions

- 1 (a) On receiving a claim if representation is necessary **ARAG** will appoint a **preferred law firm or tax consultancy** or in-house lawyer as the **insured's appointed representative** to deal with the **insured's** claim
They will try to settle the **insured's** claim by negotiation without having to go to court
- (b) If the appointed **preferred law firm or tax consultancy** or **ARAG's** in-house lawyer cannot negotiate settlement of the **insured's** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest then the **insured** may choose a law firm or tax expert to act as the **appointed representative**
ARAG will choose the **appointed representative** to represent the **insured** in any proceedings where **we** are liable to pay a compensation award
- (c) If the **insured** chooses a law firm as their **appointed representative** who is not a **preferred law firm or tax consultancy** **ARAG** will give the **insured's** choice of law firm the opportunity to act on the same terms as a **preferred law firm or tax consultancy**
However if they refuse to act on this basis the most **we** will pay is the reasonable amount incurred taking into account what **we** would have paid to a **preferred law firm or tax consultancy**
The amount **we** will pay a **preferred law firm or tax consultancy** (where acting as an **appointed**

- representative**) may vary from time to time but will not exceed £100 per hour
- (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 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 (a) An **insured person** must tell **ARAG** if anyone offers to settle a claim and must not negotiate or agree to any settlement without written consent from **ARAG**
- (b) If an **insured person** does not accept a reasonable offer to settle a claim **we** may refuse to pay further **costs and expenses**
- (c) **We** may decide to pay an **insured person** the reasonable value of the claim that the **insured person** is claiming or is being claimed against them instead of starting or continuing legal action
- In these circumstances an **insured person** must allow **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 the **insured person's** 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
- (d) Where a settlement is made on a without-costs basis **ARAG** will decide what proportion of that settlement will be regarded as **costs and expenses** and payable to **us**
- 4 (a) An **insured person** must instruct the **appointed representative** to have **costs and expenses** taxed assessed or audited if **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 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 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
- 7 **ARAG** may require the **insured** to get at the **insured's** own expense an opinion from an expert that **ARAG** consider appropriate on the merits of the claim or proceedings or on a legal principle
- The expert must be approved in advance by **ARAG** and the cost agreed in writing between the **insured** 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** will recover damages (or obtain any other legal remedy that **ARAG** have agreed to) or make a successful defence
- 8 If there is a disagreement between the **insured** and **ARAG** about the handling of a claim and it is not resolved through **ARAG's** internal complaints procedure the **insured** may be able to contact the Financial Ombudsman Service for help
- In instances where the Financial Ombudsman Service cannot help (e.g. the **insured** is not an eligible complainant) there is a separate arbitration process
- The arbitrator will be a barrister chosen jointly by the **insured** and **ARAG**
- If there is a disagreement over the choice of arbitrator **ARAG** will ask the Chartered Institute of Arbitrators to decide
- 9 An **insured** person must
- (a) keep to the terms and conditions of this 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 give **ARAG** any information they need
- (f) report any claim to **ARAG** as soon as they become aware of it and within 180 days of the **date of occurrence**
- 10 This section is governed by the law that applies in the part of the United Kingdom Channel Islands or Isle of Man where **your business** is registered
- Otherwise the law of England and Wales applies
- All Acts of Parliament mentioned in this policy include equivalent laws in Scotland Northern Ireland the Isle of Man and the Channel Islands as appropriate

Section exclusions

- 1 **Costs and expenses** incurred before the written acceptance of a claim by **ARAG**
- 2 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** 1(b) – Compensation awards and **insured event** 2(c) – Legal defence
- 3 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**
- 4 Any claim relating to patents copyrights trademarks merchandise marks registered designs intellectual property secrecy and confidentiality agreements
- 5 Any **insured event** deliberately or intentionally caused by an **insured person**
- 6 Any claim relating to rights under a franchise or agency agreement entered into by the **insured**
- 7 A dispute with **us** or **ARAG** not otherwise dealt with under Condition 8 of this section
- 8 Any claim relating to a shareholding or partnership share in the **insured**
- 9 **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** 5(b) – Personal injury
- 10 Any claim where either at the start of or during the course of a claim the **insured**
 - (a) is declared bankrupt
 - (b) has filed a bankruptcy petition
 - (c) has filed a winding-up petition
 - (d) has made an arrangement with the **insured's** creditors
 - (e) has entered into a deed of arrangement
 - (f) is in liquidation
 - (g) part or all of the **insured's** affairs or property are in the care or control of a receiver or administrator
- 11 Any claim where the **insured person** brings legal action resulting from one or more events arising at the same time or from the same originating cause which could result in the court making a Group Litigation Order
- 12 Any claim relating to written or verbal remarks that damage the **insured person's** reputation
- 13 Any claim where an **insured person** is not represented by a law firm barrister or tax expert
- 14 Any claim arising out of ecclesiastical law and falling within the jurisdiction of the ecclesiastical courts

9 Travel

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

Helplines

24 Hour Emergency Assistance and Pre-travel Advice Number

The 24 hour Worldwide Emergency Assistance Service and Pre-travel advice under this policy is provided by an assistance and claims management company who employ a team of trained multi-lingual assistance co-ordinators. You must notify the assistance and claims management company prior to:

- (1) an Insured person being admitted as an inpatient at any hospital clinic or nursing home, if possible.
- (2) any repatriation arrangements being made.
- (3) burial or cremation or transportation of the Insured person's body.
- (4) any hospital transfer being arranged or return home costs incurred.

Once contacted, an experienced assistance co-ordinator will ensure that necessary medical fees are guaranteed and where appropriate repatriation/transportation is arranged by the most suitable method.

For assistance telephone:

+44 (0)1452 872794

Email: travelassist@ecclesiastical.com

When contacting the assistance and claims management company please quote the policy number shown in the policy schedule. The assistance and claims management company will provide advice and assistance in many other circumstances.

For instance they can:

- liaise with medical staff and hospitals
- guarantee medical fees if necessary
- arrange emergency repatriation with medical escort if necessary
- advise other members of the party if you are unfortunate enough to go into hospital
- advise on how to locate lost or delayed baggage with carriers
- refer you to an Embassy, Consulate or other source of legal consultation

- organise onward travel tickets following missed departure
- provide advice before you travel such as:
 - which currencies and/or travellers cheques to take
 - banking hours
 - any visa entry requirements and permits required
 - inoculation requirements
 - the language spoken and the time zones in the countries being visited.

The assistance and claims management company will not accept responsibility if the Helpline service fails for reasons they cannot control.

Foreign Commonwealth & Development Office

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

If during a journey or prior to a journey commencing, the FCDO advise against all, or all but essential travel, there may be cover available under Section 2 – Cancellation and Curtailment. Please refer to this section for the full terms and conditions.

Travel advice can be obtained from the FCDO by visiting their website at www.gov.uk/foreign-travel-advice.

Definitions

Each time any of the following words or phrases appear in this section in bold italic type they will take the specific meaning shown below

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

Accident/accidental

means a sudden violent external unforeseen and identifiable event

Accumulation limit

means the maximum aggregate amount **we** will pay in respect of all ***insured persons*** for all claims arising from one event source or original cause

Assistance company

means the assistance and claims management company **we** have appointed to handle travel emergencies and claims

Bodily injury

means injury which is caused solely by **accidental** means and which within twenty-four months from the date of such **accident** and independently of illness or any other cause shall result in the death or disablement of the **insured person**

Business equipment

means any articles which are **your** property and for which the **insured person** is responsible and which are taken on or acquired during the **journey**

Cancellation expenses

means loss of deposits or charges for advance payments for travel or accommodation which have not been or will not be used but which become forfeit or payable under contract

Close business colleague

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

Curtailment expenses

means loss of deposits or charges for advance payments for travel or accommodation which have not been or will not be used but which become forfeit or payable under contract and the additional expenses of travel and accommodation which are not recoverable elsewhere and which are necessarily incurred to enable the **insured person** to return to their main country of residence

Incidental holidays

means any leisure trip which is made in conjunction with and is part of a **journey**

Insured person(s)

means each person aged 75 years and under travelling on behalf of the **Insured**

Cover shall apply until the end of the **period of insurance** during which that person attains the age of 75 years

Journey(s)

means any time during the **period of insurance** that an **insured person** is travelling in connection with **your** business to a destination outside the **insured person's** main country of residence (or within the **insured person's** main country of residence if such travel includes an overnight stay and/or air travel and/or sea travel) from the time of leaving home or place of employment (whichever is left last) until arrival back at their home or place of employment (whichever is reached first)

Loss of limb(s)

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

Loss of sight

means permanent total and irrecoverable loss of sight

- (a) in both eyes resulting in the **insured person's** name being added to the Register of Blind Persons or
- (b) in one eye which is assessed at 3/60 or less on the Snellen scale after correction with spectacles or contact lenses

Loss of speech or hearing

means permanent total and irrecoverable loss of speech or hearing

Maximum benefit any one person

means the maximum benefit payable in respect of any one **insured person** for all claims arising from one event source or original cause

Money

means cash currency bank notes traveller's cheques credit/debit cards postal or money orders travel tickets holiday vouchers hotel vouchers admission tickets passes and food vouchers

Operative time of cover

means whilst on an insured **journey** including **incidental holidays**

Period of insurance

means the period shown in the policy schedule

Permanent total disablement

means

- (1) where the **insured person** is gainfully employed by **you** and is below state retirement age or above 16 years of age total and absolute disablement caused other than by **loss of limb(s) loss of sight or loss of speech or hearing** which will entirely prevent the **insured person** from engaging in their usual occupation for the remainder of their life
- (2) where the **insured person** is not gainfully employed by **you** or is above the state retirement age or below 16 years of age total and absolute disablement caused other than by **loss of limb(s) loss of sight or loss of speech or hearing** which will entirely prevent the **insured person** from engaging in any and every occupation for the remainder of their life

Personal baggage

means personal goods and effects belonging to the **insured person** or articles other than **business equipment** for which the **insured person** is responsible and which are taken on or acquired during the **journey**

Rearrangement expenses

means the additional expenses of travel and accommodation which are not recoverable elsewhere and which are necessarily incurred to enable the **insured person** to continue the **journey** provided that such expenses are limited to economy class airfares or second class rail fares

Relative

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

Replacement expenses

means all reasonable and necessary expenses incurred in sending a substitute person to complete the original **insured person's journey** provided that such expenses are limited to economy class airfares or second class rail fares

Sickness

means serious illness which manifests during the **period of insurance** and **operative time of cover** and is perceived by a qualified medical practitioner to necessitate immediate medical treatment or repatriation

Cover**1 Medical and other expenses**

We will pay

- (1) up to £10,000,000 for medical hospital and treatment expenses (including emergency dental and optical expenses) nursing home treatment ambulance charges cost of emergency rescue services reasonable accommodation and/or travelling and/or repatriation expenses to the **insured person's** main country of residence including such reasonable and necessary additional accommodation and travelling expenses and those of one **relative** or **close business colleague** required on medical advice to stay or travel with the **insured person** necessarily and reasonably incurred on medical advice as a direct result of the **insured person** sustaining **bodily injury** or **sickness** during the **operative time of cover**
- (2) the reasonable charges in the event of death occurring outside of the **insured person's** main country of residence during the **operative time of cover** of
 - (a) burial or cremation of the **insured person** in the locality where death occurs or
 - (b) transporting the **insured person's** remains or ashes to his/her main country of residence (excluding funeral or interment costs)
 not exceeding £5,000 in total subject to **our** prior approval

Provided that

- (1) the **assistance company** is notified as soon as is practicable after the occurrence of the **bodily injury** or **sickness** that is likely to result in a claim
- (2) the **insured person** obtains qualified medical advice as soon as is practicable after the occurrence of the **bodily injury** or **sickness** that is likely to result in a claim and follows such advice

Excluding

- (1) any expenses incurred after twelve calendar months from the time of incurring the first expense
- (2) any emergency repatriation costs and expenses unless they have been authorised by the **assistance company**
- (3) the first £25 of each and every loss

2 Cancellation or curtailment

We will pay to **you** up to £5,000 in respect of **cancellation expenses** and/or **curtailment expenses** and/or **rearrangement expenses** and/or **replacement expenses** incurred by **you** or the **insured person** as a result of the necessary and unavoidable cancellation or curtailment or rearrangement of a **journey** during the **period of insurance** and the **operative time of cover** due to

- (1) the death **bodily injury** or **sickness** of the **insured person** occurring or manifesting itself during the **period of insurance** or the **operative time of cover** or
- (2) the death **bodily injury** or **sickness** occurring or manifesting itself during the **period of insurance** or the **operative time of cover** of
 - (a) a **relative** or **close business colleague** of the **insured person**
 - (b) the person with whom the **insured person** is travelling or had arranged to stay or conduct business with or the **relative** or **close business colleague** of such person
- (3) the **insured person** having to cancel a **journey** due to testing positive for Coronavirus (COVID-19) within 14 days of the departure date of a **journey** or the **insured person** having to curtail a **journey** due to testing positive for Coronavirus (COVID-19) during a **journey**
- (4) the **insured person** or person with whom they had arranged to travel or stay or conduct business with being summoned for jury service subpoenaed as a witness at a court of law compulsorily quarantined or hi-jacked
- (5) theft from the **Insured's** premises where the **insured person** is the only keyholder available
- (6) the presence of the **insured person** or travelling companion being required by the police following burglary at their home in their main country of residence
- (7) the **insured person's** home or the home of a travelling companion being unfit to live in following damage by fire storm or flood
- (8) the **insured person** or travelling companion being made redundant within the terms of the Employment Protection Act within 31 days of the pre-booked trip

- (9) the **insured person** having to cancel or curtail a **journey** within the 14 days prior to the scheduled date of departure as a direct result of the Foreign Commonwealth & Development Office (FCDO) or World Health Organisation (WHO) advising against all travel or all but essential travel to the country or part of that country to which the **insured person** was booked to travel providing this advice came into force after the **insured person** purchased this insurance or booked the **journey** (whichever is the later)
However there is no cover under this section if such advisory is issued due to an epidemic or pandemic
- (10) cancellation or curtailment of scheduled public transport services due to strike riot or civil commotion

provided that at the time of effecting this insurance or booking the **journey you** or the **insured person** were not aware of any of the events specified in 2 to 10 above

Excluding

The disinclination of the **insured person** or any person with whom they are travelling to travel or to continue travelling on a **journey**

3 Travel delay

If as a result of

- (1) strike
- (2) industrial action
- (3) riot or civil commotion
- (4) adverse weather conditions or
- (5) mechanical breakdown

the departure of any coach train sea vessel or aircraft in which the **insured person** is booked to travel during the **operative time of cover** is delayed for at least 12 hours **we** will pay £100 for the first 12 hours plus £25 for each extra 3 hours up to a maximum of £400

Provided that

- (i) the **insured person** checks in at the airport or port or other departure point according to the itinerary and obtains written confirmation from the carrier of the number of hours delay in departure from the time shown on the itinerary and the reasons for such delay
- (ii) the **insured person** accepts alternative means of travel if this is offered by the travel provider within the period of delay

- (iii) no warning of any such strike riot civil commotion industrial action or inclement weather resulting in a claim under this cover had been given prior to booking the **journey**

4 Missed departure

We will pay up to £500 in respect of reasonable additional and otherwise irrecoverable travel and accommodation expenses which the **insured person** necessarily and reasonably incurs during the **operative time of cover** to reach their overseas destination or return from their overseas destination to their main country of residence as a consequence of

- (1) if travel is by non-scheduled transport or scheduled public transport
 - (a) an accident
 - (b) mechanical breakdown
 - (c) fire flood or landslide
 - (d) strike or industrial action
 - (e) riot or civil commotion
 - (f) a criminal act or bomb scare

which causes interruption to such transport provided that these have not occurred or been announced prior to commencing the **journey**

- (2) if travel is by scheduled public transport
 - (a) adverse weather conditions causing interruption to the services an **insured person** is travelling on provided that these have not occurred or been announced prior to commencing the **journey** or the original travel booking was made
 - (b) abnormal and unforeseeable traffic congestion which the **insured person** can prove resulted in an increase of more than 3 hours in the time that the **journey** would normally take

which causes the **insured person** to arrive at the coach terminal rail terminal port or airport too late to board the coach train sea vessel or aircraft upon which they had been booked to travel

5 Hospitalisation/hijack and kidnap benefit

We will pay to the **insured person** for each full period of 24 hours during the **period of insurance** and the **operative time of cover** that they

- (1) spend in hospital outside of the United Kingdom as an inpatient provided that **we** have accepted liability under Cover 1 – Medical and other expenses £50 per day up to a maximum of £3,000
- (2) are unlawfully detained against their will (whether hijacked kidnapped or otherwise) by any person or persons not known to them £50 per day up to a maximum of £2,500 provided that such detention begins during the **period of insurance**

No compensation will be payable until the full amount has been agreed

6 Personal accident

- (1) **We** will pay to **you** the applicable benefit shown below if during the **operative time of cover** an **accident** occurs which causes **bodily injury** (including unavoidable exposure to the natural elements) of the **insured person**
- (2) If during the **period of insurance** and **operative time of cover** the **insured person** disappears and after twelve months it is reasonable to believe the **insured person** has died as a direct result of **bodily injury** then **we** will pay the benefit in respect of benefit 1 Death subject to a signed undertaking given by **you** that if the **insured person** is subsequently found to be alive the compensation paid will be refunded to **us**

Scale of benefits

Scale of benefits	Benefit
(1) Death	£25,000 (Children under 16 £7,500)
(2) Loss of limb(s)	£25,000
(3) Loss of sight	£25,000
(4) Loss of speech or hearing	£25,000
(5) Permanent total disablement	£25,000
Maximum benefit any one person	£25,000
Accumulation limit	£1,500,000

Provided that

- (1) compensation will be payable under only one of Benefits 1 Death 2 **Loss of limb(s)** 3 **Loss of sight** 4 **Loss of speech or hearing** or 5 **Permanent total disablement** in respect of all **bodily injury** sustained by an **insured person** arising from any one event source or original cause
- (2) if Benefit 1 Death is not covered **we** will not be liable to pay any compensation under 2 **Loss of limb(s)** 3 **Loss of sight** 4 **Loss of speech or hearing** or 5 **Permanent total disablement** should the **insured person's** death occur within thirteen weeks of the **accident** causing the **bodily injury**

Excluding

- (1) compensation in excess of
 - (a) the **accumulation limit**
 - (b) the **maximum benefit any one person** as shown above
- (2) in respect of **bodily injury** which arises directly or indirectly from or in connection with or is aggravated by any physical defect infirmity or medical condition for which an **insured person** has received medical advice or treatment in the twelve months prior to commencement or last renewal of this policy (whichever is the later) or any condition related thereto until five consecutive years without treatment being required have elapsed unless declared to **us** and agreed in writing by **us** to provide cover in respect of such defect or infirmity or illness or condition

7 Personal baggage

We will pay to **you** on behalf of the **insured person**

- (1) in respect of accidental permanent loss of or damage to **personal baggage** occurring during the **operative time of cover** up to £2,500 (£250 any one item) provided that
 - (a) the **insured person** shall take all reasonable precautions for the safety of any insured **personal baggage**
 - (b) **we** shall be entitled to take and keep possession of any property and to deal with salvage of such following a loss under this policy
 - (c) **we** have the option to repair or replace any property damaged or lost for which **we** are liable but the payments shall not exceed the single article limit shown above

- (2) up to £250 if after the **insured person's** departure on a **journey** the **insured person** loses their travel or business documents (including the **insured person's** Passport) for the necessary additional costs of replacing the documents

Excluding

- (1) loss or damage due to **vermin** wear and tear atmospheric or climatic conditions or gradual deterioration mechanical or electrical failure or any process of cleaning restoring repairing or alteration
- (2) more than the single article limit shown above unless declared to and accepted by **us**
- (3) **personal baggage** left in a vehicle unless such **personal baggage** is locked in the boot of the vehicle
- (4) loss not reported to either the Police or transport carrier or in respect of the **insured person's** Passport the Consular representative of the relevant issuing country within 24 hours of discovery of loss
- (5) loss due to confiscation or detention by customs authority
- (6) property belonging to the **Insured**
- (7) more than the pro rata proportion of the total value of the set where the lost or damaged article is part of a set
- (8) unsubstantiated losses
- (9) the first £25 of each and every loss

8 Delayed baggage

We will pay to **you** on behalf of the **insured person** up to £250 for the emergency purchase of essential clothing and toiletry articles if during the **operative time of cover** the **insured person** is deprived of their **personal baggage** for 12 hours or more

9 Business equipment

We will pay to **you** up to £1,000 (£250 any one item) in respect of accidental permanent loss of or damage to **business equipment** occurring during the **operative time of cover**

Provided that

- (1) the **insured person** shall take all reasonable precautions for the safety of any **business equipment**

- (2) **we** shall be entitled to take and keep possession of any property and to deal with salvage of such following a loss under this cover
- (3) **we** have the option to repair or replace any **business equipment** damaged or lost and for which **we** are liable but the payments shall not exceed the single article limit shown above

Excluding

- (1) loss or damage due to **vermin** wear and tear atmospheric or climatic conditions or gradual deterioration mechanical or electrical failure or any process of cleaning restoring repairing or alteration
- (2) more than the single article limit shown above unless declared to and accepted by **us**
- (3) **business equipment** left in a vehicle unless such **business equipment** is locked in the boot of the vehicle
- (4) loss not reported to either the Police or transport carrier within 24 hours of discovery of the loss
- (5) loss due to confiscation or detention by customs authority
- (6) more than the pro rata proportion of the total value of the set where the lost or damaged article is part of a set
- (7) unsubstantiated losses
- (8) the first £25 of each and every loss

10 Personal money

We will pay to **you** on behalf of the **insured persons** up to £500 in respect of accidental loss of **money** and fraudulent misuse of credit/debit cards by a third party occurring during the **operative time of cover**

In respect of foreign currency and signed travellers cheques obtained from a bank for the purpose of a **journey** cover will commence 72 hours prior to the commencement of the **journey** and continue for up to 72 hours after the completion of the **journey**

Provided that

- (1) the **insured person** shall take all reasonable precautions for the safety of any **money**
- (2) the **insured person** shall take all reasonable steps to recover any **money** lost or stolen

Excluding

- (1) devaluation of currency or shortages due to errors or omissions during monetary transactions
- (2) any loss not reported to either the Police or transport carrier within 24 hours of discovery of loss or due to confiscation or detention by customs authority
- (3) **money** from any unattended vehicle or unaccompanied baggage
- (4) unsubstantiated losses
- (5) any claim for fraudulent misuse of credit/debit cards unless all the terms and conditions under which the card was issued are complied with
- (6) the first £25 of each and every loss

11 Personal liability

We will indemnify the **insured person** against legal liability for damages in respect of

- (1) accidental bodily injury to or death disease or illness to a third party
- (2) accidental loss of or damage to tangible property caused by the **insured person** occurring during the **operative time of cover**

We will also pay for

- (1) costs and expenses recoverable by a claimant from the **insured person**
- (2) costs and expenses incurred with **our** written consent except that **our** liability for damages and costs and expenses in total shall not exceed £2,000,000

Provided that

- (1) the **insured person**
 - (a) forwards to **us** immediately upon receipt every letter claim writ summons or process
 - (b) notifies **us** in writing when the **insured person** has knowledge of any impending prosecution inquest fatal accident or official inquiry in connection with any such accident
- (2) no admission offer promise payment or indemnity is made or given by or on behalf of the **insured person** without **our** written consent

Excluding

- (1) liability for bodily injury sustained or sickness contracted by
 - (a) the **insured person** or any member of the **insured person's** family

- (b) any person who is under a contract of service with the **insured person** and which arises out of and in the course of such person's employment with the **insured person**
- (2) loss or damage to property owned by or in the care custody or control of the **Insured** or the **insured person** their family the servants or agents or employees of the **Insured** or **insured person**
- (3) liability arising out of the possession ownership or use of any land or buildings or out of the ownership of any animal
- (4) liability arising out of possession ownership or use of any mechanically propelled vehicle aircraft hovercraft or watercraft
- (5) liability arising out of the **insured person's** trade business or profession
- (6) liability which attaches to the **insured person** by reason of an agreement or contract unless such liability would have attached in the absence of such agreement or contract
- (7) punitive and exemplary damages

12 Legal expenses

Note (not forming part of the policy)

This cover has been arranged through ARAG Legal Expenses Insurance Company Limited (ARAG). We are responsible for paying the claims under this cover but ARAG manage all claim matters and correspondence on our behalf. Please refer to the Legal expenses section for full policy terms and conditions which apply to this cover even if you have not purchased the legal expenses section.

If you wish to speak to ARAG about a legal problem or make a claim, please phone: 0345 266 0029.

ARAG will ask you about your legal issue and if necessary call you back to deal with your query. 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.

Cover

The cover provided under this item is as stated for Insured event 5(b) Personal injury in the Legal expenses section of this policy and is subject to the definitions terms exclusions and conditions of that section as applicable to Insured event 5(b) unless otherwise amended below

This means that at the **insured's** request **ARAG** will negotiate for an **insured person's** and their family members' legal rights following a specific or sudden accident that causes the death of or bodily injury to them but excluding any claim relating to

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

The amendments to the definitions terms exclusions and conditions of the Legal expenses section to be applied to this section are as shown below

- (a) The definition of **insured person** is as stated in this Travel section and not the Legal expenses section
- (b) The definition of **countries covered** in the Legal expenses section is amended to anywhere in the world
- (c) **We** will not pay any **costs and expenses** that are incurred where the **appointed representative** handles the claim under a contingency fee arrangement (other than a conditional fee agreement (no win no fee) which could apply under the **ARAG Standard Terms of Appointment**)

The most **we** will pay for all claims resulting from one or more events arising at the same time or from the same originating cause is £100,000

13 UK hospital transfer and Additional costs and expenses

1. Hospital transfer expenses

If during the **operative time of cover** the **insured person** sustains **bodily injury** or **sickness** which during the **operative time of cover** results in them being

- (a) repatriated to their main country of residence by the **assistance company** and admitted as an inpatient or
- (b) directly admitted as an inpatient at a hospital or nursing home within their main country of residence but more than 35 miles from their home

we will at **your** request pay up to £5,000 in total in respect of

- (i) costs reasonably and necessarily incurred on behalf of **us** by the **assistance company** in transferring the **insured person** to the most suitable hospital or nursing home nearest to his/her home
Such costs to include the cost of medical surgical or remedial treatment given or prescribed by a qualified medical practitioner and hospital and nursing home treatment and ambulance charges necessary to enable such transfer to be undertaken but without which such transfer could not be undertaken

Provided that

- (1) such transfer is made with the consent of the qualified medical practitioner attending the **insured person**
- (2) in the professional opinion of the qualified medical practitioner attending the **insured person** and/or **our** medical advisers the **insured person** will remain continuously hospitalised for at least 72 hours following completion of such transfer
- (3) prior to the commencement of such transfer an available bed has been arranged and confirmed at the hospital to which the **insured person** is to be transferred
- 4) **we** shall not be liable for the cost of
 - (a) any medical surgical or remedial treatment or any other costs
 - (i) incurred following completion of such transfer
 - (ii) which would have been incurred had such a transfer not been undertaken
 - (b) transferring the **insured person** more than once in respect of any one occurrence of **bodily injury** or **sickness**

- (ii) all costs reasonably and necessarily incurred by the **assistance company** in returning
 - (a) the **insured person's** personal baggage
 - (b) if applicable – the private motor vehicle driven by the **insured person** on the **journey** during which such **bodily injury** or **sickness** occurred to the **insured person's** home or place of business in their main country of residence

2. Return home costs

If during the **operative time of cover** the **insured person** sustains **bodily injury** or **sickness** which in the opinion of the qualified medical practitioner attending the **insured person** directly results in the **insured person** being physically unable to return for more than 72 hours after their scheduled date and time of return to their home or place of business in their country of residence by the same means of transport by which they undertook the **journey** during which such **bodily injury** or **sickness** occurred **we** will at **your** request pay up to £2,500 in respect of all costs reasonably and necessarily incurred

- (a) with the authority of the **assistance company** in respect of the **insured person's** additional travel subsistence and accommodation expenses incurred from the time of the occurrence of such **bodily injury** or **sickness** until the time of return to such home or place of business in their main country of residence
- (b) by the **assistance company** to return
 - (i) the **insured person**
 - (ii) the **insured person's personal baggage**
 - (iii) if applicable – the private motor vehicle driven by the **insured person** on the **journey** during which such **bodily injury** or **sickness** occurred to such home or place of business in their main country of residence

3. Additional expenses – accompanying travellers and visiting family

If during the **operative time of cover** the **insured person** sustains **bodily injury** or **sickness** which results in a valid claim under 1 or 2 of this cover

- (a) **we** will pay up to £500 in respect of the additional travel subsistence and accommodation expenses reasonably and necessarily incurred by any person or persons with whom the **insured person** was travelling on the **journey** when such **bodily injury** or **sickness** occurred provided that it would not have been necessary to incur such additional costs and expenses had such **bodily injury** or **sickness** not occurred

- (b) **we** will pay up to £500 in respect of the additional travel subsistence and accommodation expenses reasonably and necessarily incurred by the **insured person's** parent(s) or legal guardian(s) partner or spouse or the children of either of them for the purposes of visiting the **insured person** whilst they remain in a hospital or nursing home in their main country of residence as a direct result of such **bodily injury** or **sickness**

Excluding

- (1) repatriation transportation and additional travel subsistence and accommodation costs and expenses not authorised by the **assistance company**
- (2) costs incurred or charges levied for services rendered or treatment received after 12 months from the date of any incident giving rise to a claim
- (3) all costs recoverable under Cover 1 – Medical and other expenses
- (4) the first £25 of each and every loss

Provided that

- (1) as soon as is practicable after the occurrence of any **bodily injury** or onset of illness which may be the subject of a claim under this Cover the **insured person** shall place themselves under the care of a qualified medical practitioner whose advice they must follow
- (2) all such additional travel subsistence and accommodation expenses must be authorised by the **assistance company** prior to being incurred

Conditions

1. Reasonable care

The **insured person** must take all reasonable care

- (a) to avoid and prevent **bodily injury** and **sickness**
- (b) to maintain the safety of any property and or **money** insured

2. Claims

- (a) If there are any circumstances that give rise to a claim under this section **you** or the **insured person** must notify **us** in writing as soon as possible but within 30 days of the circumstances arising or arrival back from a **journey**
- (b) As soon as practicable after the occurrence of an incident which may be the subject of a claim under this policy

- (i) **you** shall give notice to **us** and supply without cost to **us** such certificates receipts or evidence which may be required

- (ii) in the event of **bodily injury** or **sickness** the **insured person** shall place themselves under the care of a qualified medical practitioner whose advice they must follow

- (c) Reasonable notice shall be given to **us** before interment or cremation or the holding of any inquest enquiry or proceeding concerning the death or disappearance of an **insured person**

3. Our rights in the event of a claim

- (a) **We** shall be entitled but not bound to take over and conduct in the name of the **insured person** the defence or settlement of any claim or to prosecute in the name of the **insured person** for **our** own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim
- (b) **We** shall be entitled at any time in **our** own name or in the name of the **insured person** to take action to effect the recovery of any part of the **personal baggage** and/or personal **money** insured or for securing reimbursement in respect of any loss or damage and the **insured person** shall give **us** all information and assistance in so doing
- (c) **We** may at any time pay to the **insured person** in connection with any claim or series of claims under Cover 11 – Personal liability the amount of the Limit of liability shown in the policy booklet (after deduction of any sum or sums already paid in damages) or any lesser amount for which such claim or claims can be settled and upon such payment being made **we** shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of costs and expenses recoverable or incurred prior to the date of such payment

4. Changes to the risk

If **your** business activities or the business activities of any **insured person** change from that which was advised to **us** no claim shall be payable in respect of any loss arising out of or in the course of such business activities unless agreed in writing by **us** and any additional premium paid or agreed to be paid. If an **insured person** travels to a destination which the Foreign Commonwealth & Development Office has advised against all travel or all but essential travel **you** must inform **us**.

5. Coronavirus (COVID-19) testing

In the event of a claim due to **you** testing positive for Coronavirus (COVID-19) **you** must provide at **your** own expense a copy of the positive test result for Coronavirus (COVID-19) **you** received from an approved provider on the Department of Health and Social Care list of providers for "Test To Release" or who meets the Department of Health and Social Care minimum COVID-19 requirements and standards. The test must be an approved PCR or Lateral Flow test with a CE mark.

Section exclusions

- (1) This section does not cover
 - (a) loss damage bodily injury death disease illness liability costs or expenses suffered or incurred after the expiry of the **period of insurance** during which the **insured person** attains the age of 75 years
 - (b) loss damage bodily injury death disease illness liability costs or expenses arising out of or in connection with any wilful malicious or criminal act of the **insured person** or breach of any law or enactment by the **insured person**
 - (c) any claim caused by or arising from
 - (i) pregnancy or childbirth in respect of any **journey** starting and/or finishing within 12 weeks of the expected date of birth
 - (ii) wilfully self-inflicted illness or injury the abuse of alcohol drug addiction the influence of drugs (except drugs taken in accordance with treatment prescribed and directed by a registered medical practitioner other than for drug addiction) solvent abuse sexually transmitted diseases travel contrary to medical advice or where the purpose of travelling is to obtain medical treatment or advice
 - (iii) mental illness anxiety or depression
 - (d) loss damage bodily injury death disease illness liability costs or expenses attributable directly or indirectly to Human Immunodeficiency Virus (HIV) and/or any HIV-related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivatives or variations thereof
 - (e) death injury illness or disablement directly or indirectly resulting from or consequent upon the **insured person's** own suicide or attempted suicide or deliberate exposure to danger (except in an attempt to save human life) or the **insured person's** own criminal act
 - (f) discharge explosion or use of a weapon employing nuclear fission or fusion or chemical biological radioactive or similar agents by any party at any time for any reason
 - (g) an **insured person** engaging in military naval or air services or operations (other than reserve or volunteer training as a member of one of the officially recognised United Kingdom volunteer reserve forces)
 - (h) any claim directly arising from a **journey** to a destination where the Foreign Commonwealth & Development Office (FCDO) has advised against all travel or all but essential travel before the journey commences
 - (i) **We** will not pay for any claim directly or indirectly caused by contributed to or arising from any new or ongoing pandemic or epidemic of disease whether arising pre or post date of issue. This exclusion does not apply to Cover 1 - Medical and other expenses Cover 2 - Cancellation or Curtailment point (3) provided that prior to **your journey** commencing (or being booked) the Foreign Commonwealth & Development Office (FCDO) had not advised against all or all but essential travel to **your** intended destination including any country or area **you** are travelling through
- (2) Any expenses incurred which arise directly or indirectly from or in connection with or is aggravated by
 - (a) work related upper limb disorder or any gradually operating cause

- (b) any psychological nervous emotional or behavioural condition stress depression or mental illness or any condition related thereto
- (3) This insurance does not apply whilst the **insured person** is engaging in
 - (a) air travel other than as a passenger in a licensed aircraft being operated by a licensed commercial air carrier
 - (b) taking part in hunting diving skiing or any form of winter sports (except curling or non-competitive skating) potholing caving mountaineering (ordinarily necessitating the use of ropes or guides) speed or time trials or racing of any kind other than on foot
- (4) **We** shall not be liable for any claims arising directly or indirectly from **journeys** that are expected to exceed 60 days duration unless declared to and accepted in writing by **us**
- (5) **We** will not pay for any claim for travel or accommodation expenses of any person who is not insured under this policy regardless of whether the **insured person** has paid those costs on their behalf

10 Personal accident

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

Definitions

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

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

Accidental bodily injury

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

Deferment period

means the initial period specified in the schedule following ***accidental bodily injury*** during which the ***temporary total disablement*** benefit is not payable

Insured person

means

- (a) members of the clergy aged 16 - 80 whether on duty or not in the ***geographical limits*** or whilst temporarily outside the ***geographical limits***
- (b) employees officials authorised representatives aged 16 - 80 all acting under ***your*** authority whilst engaged in ***your*** business or authorised activities in the ***geographical limits***
- (c) ***authorised volunteers*** visiting clergy and all other insured persons noted in the policy schedule aged 16 - 80 years acting under ***your*** authority whilst engaged in ***your business*** or authorised activities or taking part in activities organised by ***you*** anywhere in the ***geographical limits***
- (d) children aged 3 - 15 taking part in activities organised by ***you*** anywhere in the ***geographical limits***

Loss of eye(s)

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

Loss of limb(s)

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

Medical expenses

means the cost of medical surgical dental or other remedial attention treatment or appliances given or prescribed by a qualified medical practitioner and all hospital nursing home and ambulance charges necessarily incurred in the treatment of the ***insured person***

Permanent total disablement

means permanent total and absolute disablement (other than by ***loss of limb(s)*** or ***loss of eye(s)***) from gainful employment of any and every kind which shall have lasted for 104 weeks and which in all probability will last for the remainder of life

Temporary total disablement

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

Cover

If during the period of insurance an ***insured person*** sustains ***accidental bodily injury***

- (1) at any time if Cover A applies
 - (2) arising out of and in the course of their employment by ***you*** if Cover B applies
- we*** will pay the appropriate benefit

The schedule will show which cover A or B applies

Scale of benefits

The level of benefits are shown in the schedule

Extensions

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

1 Hospital benefit and Medical expenses

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

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

2 Clothing and personal effects

If **we** accept a claim for **accidental bodily injury** under this section **we** will pay for the **insured person's** clothing and personal effects damaged at the same time up to an amount of £500 per person

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

3 Loss of deposits

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

Provided that there is no more specific insurance in place

Limit

any one person £250

- Winter sports other than curling or ice-skating
- Football other than amateur Association or rugby football
- Mountaineering cliff or rock climbing abseiling subterranean or elastic rope sports or activities
- Any pursuit or activity involving personal danger or hazard
- Playing in any sport professionally
- Service in the armed forces

- (2) sustained by any person under the age of 3 years or to any person after the expiry of the period of insurance in which that person attained the age of 80 years
 - (3) directly or indirectly caused or contributed to by **terrorism** involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent regardless of any contributory cause
- If **we** allege that by reason of this exclusion any **accidental bodily injury** is not covered by this policy the burden of proving the contrary shall be upon **you**

Section exclusions

We shall not be liable for **accidental bodily injury**

- (1) arising from
 - (a) any consequence of suicide or deliberate self-injury intoxication sexually transmitted infections insanity pregnancy childbirth the influence of drugs unless such drugs are taken as prescribed and directed by a qualified registered medical practitioner but not for the treatment of drug addiction
 - (b) any health problem which **you** or the **insured person** know of or should have known about at the start of the insurance or when it was renewed and which has not been accepted by **us** in writing
 - (c) wilful exposure to needless peril (except in an attempt to save human life)
 - (d) any **insured person** taking part in practising or training for any of the following excluded activities
 - Aqualung diving
 - Flying (except as a fare-paying passenger) hang-gliding or parachuting
 - Hunting on horseback polo showjumping or steeple chasing
 - Driving riding or sailing in any kind of race
 - Riding motor cycles or motor scooters as a driver or passenger

Special conditions

- (1) Benefit shall not be payable in respect of any **insured person** for any later accident after an accident giving rise to a claim other than for **temporary total disablement**
- (2) Benefit for **permanent total disablement** may be payable following benefit for **temporary total disablement**
- (3) Other than 2 above one benefit only shall be payable in respect of any one **insured person** in connection with the same accident
- (4) A receipt given by **you** or by **your** legal personal representatives shall be a valid discharge of **our** liability under this section
- (5) No compensation shall become payable until the total amount shall have been ascertained and agreed save that periodic payments on account of **temporary total disablement** may be made by **us**

11 Terrorism

The schedule will show if this section applies

Definitions

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

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

Act of terrorism

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

Business interruption

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

Computer systems

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

Data

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

Denial of service attack

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

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

Event

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

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

Hacking

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

Losses

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

Nuclear installation

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

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

Nuclear reactor

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

Phishing

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

Property

means all property whatsoever but excluding

- (1) any property which is occupied as a private residence and which is
 - (a) a private dwelling house or
 - (b) self-contained unit insured as part of a block of units i.e. a block of flats

unless such property

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

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

Property insured

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

Sole trader

means

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

Territorial limits

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

Virus or similar mechanism

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

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

Cover

We will pay **you** for

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

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

Provided always that the insurance by this section is

- (1) not subject to
 - (a) any of the General exclusions of this policy
 - (b). any long term agreement or undertaking which may otherwise apply
 - (c) any terms in this policy which provide for adjustments of premium
- (2) subject
 - (a) otherwise to all the terms provisions definitions and conditions of this policy except where expressly varied within this section
 - (b) to a maximum period of insurance of 12 months from the inception or renewal date of this policy
Any subsequent period of cover provided by this section whether for 12 months or less is deemed to constitute a new period of insurance provided that

- (i) no subsequent period of insurance by this section shall extend beyond the next renewal date of this policy
- (ii) the renewal premium due in respect of this section has been received by **us**

Basis of settlement

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

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

- (1) the total sum insured or
 - (2) for each item its individual sum insured or
 - (3) any other limit of liability
- as stated in the relevant section of this policy less the **excess**

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

Exclusions

We will not be liable for any losses whatsoever

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

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

Extension for act of terrorism triggered by remote digital interference

Definitions specific to this extension

Property/Property insured

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

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

Specific events

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

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

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

- (c) the amount of loss caused by the cancellation abandonment postponement interruption curtailment or relocation of an event as a result of damage to or destruction of **property** and any additional costs or charges reasonably and necessarily paid by **you** to avoid or diminish such loss

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

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

Condition

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

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

General information

Complaint handling procedures

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

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

For all complaints other than Legal expenses complaints

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

Tel: 0345 777 3322

Fax: 0345 604 4486

Email: complaints@ecclesiastical.com

For Legal expenses complaints

ARAG Legal Expenses Insurance Company Limited
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 within Ecclesiastical
- Keep you informed of the progress of the investigation
- Respond in writing to your complaint as soon as possible.

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

The Financial Ombudsman Service
Exchange Tower
London E14 9SR

Tel: 0800 0 234 567

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

Web: www.financial-ombudsman.org.uk

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

The Financial Services Compensation Scheme (FSCS)

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, you can visit the website at www.fscs.org.uk or by contacting the FSCS directly on **0207 741 4100** or **0800 678 1100**.

Notes

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Notes

This contract is underwritten by:
Ecclesiastical Insurance Office plc.

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

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

www.fca.gov.uk/pages/register

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

Contact us

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

0345 777 3322

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

You can email us at

churches@ecclesiastical.com

Or visit us at

www.ecclesiastical.com/church

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

Other useful contacts

Ecclesiastical Financial Advisory Services for Independent Financial Advice

0800 107 0190

www.ecclesiastical.com/getadvice

Ecclesiastical Home Insurance:

0800 917 3345

www.ecclesiastical.com/churchworker

