

CHURCH INSURANCE

www.baptist-insurance.co.uk



BaptistInsurance

For Peace of Mind

policy document

protecting your church



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Introduction

Policy information

The policy is divided into a number of sections. Your schedule will show you 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.

If your needs change, tell us. We will send you an updated schedule whenever the cover is changed and at each annual renewal date. Please retain the latest schedule with your policy booklet, together with any special notices we send you about the policy.

Fundraising events and special activities

Your policy is designed to include all the common mainstream activities of a church such as rummage sales, bazaars and flower festivals. However, please tell us in advance if you are considering any activities of a potentially hazardous nature such as clay pigeon shoots, fireworks displays, rock climbing or abseiling. We will then confirm the insurance position, particularly in relation to public liability issues.

Prior to entering into any hiring agreement please send us a copy so that we can check for onerous terms such as making the hirer responsible for all damage, however caused.

Detailed advice about events and hiring agreements can be found in our guidance notes.

If you would like a copy please contact us on 0345 070 2223.

Useful information and telephone numbers

Claims services

0345 070 223

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

Other church enquiries

0345 070 2223 or
01452 334930

Monday to Friday 8am to 6pm

Email enquiries@baptist-ins.com

For a wealth of information on our products and services why not visit our website at:

www.baptist-insurance.co.uk

How we use your data

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

The Baptist Insurance Company 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.baptist-insurance.co.uk/general/privacy-policy 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@baptist-ins.com.

Helpline Services

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

You can contact DAS' UK-based call centre 24 hours a day, seven days a week. However, they may need to arrange to call you back depending on the enquiry. To help them check and improve their service standards, DAS may record all inbound and outbound calls. When phoning, please quote reference number TS5/3244542.

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

Eurolaw commercial legal advice

Please call

0345 601 2792

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

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

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

Tax advice (commercial)

Please call

0345 601 2792

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

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

Counselling

Please call

0345 266 9667

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

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

Business assistance

Please call

0345 601 2792

In the event of an unforeseen emergency affecting your premises, which causes damage or potential danger DAS will contact a suitable repairer or contractor and arrange assistance on your behalf.

You are responsible for paying contractors' fees, but if the damage is covered under your policy you will be able to submit a claim in the normal way.

Information services

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

Employment manual

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

DAS businesslaw

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

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

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

General definitions

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

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

Authorised volunteers

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

Buildings

means the building of 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) fixed lecterns, pulpits (including associated dais works), screens, panelling, pews and stalls and other stone or timber fixtures;
- (b) metal screens, railings, grilles, gratings and gates;
- (c) windows of plain, coloured, stained, painted or engraved glass;
- (d) heating and lighting installations, boundary walls, fences, gates, notice boards, paths, car parks, drives, paved and other hardstanding areas, tool sheds, and other small outbuildings;
- (e) up to £25,000 for each monument, memorial, statue and wall mounted crosses within the building;
- (f) bells and clocks including frame and fittings;
- (g) the Church Hall Sunday School rooms or similar at the same site as the Church;
- (h) organs including the casework, rectifiers and humidification equipment;

all belonging to ***you*** or for which ***you*** are responsible.

Communion ware

means communion ware, crosses, candlesticks, vases, alms dishes, and glassware belonging to ***you*** or for which ***you*** have accepted responsibility.

Company / we / our / us

means The Baptist Insurance Company 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***.

Contents

means contents including musical instruments (other than pipe organs), ***communion ware***, vestments, furniture, furnishings, consumable stock, and all other contents all belonging to ***you*** or for which ***you*** have accepted responsibility and situated within the ***buildings***.

Contents does not include:

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

Damage

means physical loss, destruction or damage.

Excess

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

Geographical limits

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

Insured / you / your

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

Insured property

means the insured property described in the schedule.

Member

means a person who is actively engaged in a church function whether or not a church member as defined by the church.

Money

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

drafts, unused postage stamps, travellers cheques, National Savings stamps and certificates, Premium Bonds, National Insurance stamps and stamped National Insurance cards, credit and debit card sales vouchers, giro payment orders, Value Added Tax purchase vouchers, luncheon vouchers, gift tokens and unused credit on postal franking machines.

Personal effects

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

Personal effects does not include:

- (i) money;
- (ii) bankers cards;
- (iii) credit and debit cards and any effects otherwise insured.

Premises

means the premises shown in the schedule.

Insuring clause

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

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

General exclusions

The policy does not cover

1. Property insured elsewhere

Property more specifically insured under another policy.

2. Radioactive contamination

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

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

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

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

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

This exclusion does not apply to:

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

3. War risks

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

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

4. Sonic bangs

Damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

5. Date recognition

Any consequential or other loss, costs and expenses and any legal liability, accidental bodily injury or loss, destruction or damage to property directly or indirectly caused by or contributed to by or consisting of or in any way relating to or connected with the failure or possible failure of any **computer**:

- (a) correctly to recognise any date as its true calendar date;
- (b) to capture, save or retain and/or correctly, to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than its true calendar date;
- (c) to capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any **computer** being a command which causes the loss of data or the inability to capture, save, retain or correctly to process such 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**.

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 damage; and
- (b) causes excluded from these insured events.

This exclusion does not apply to the Personal accident section.

6. Terrorism

Definitions specific to this exclusion

Act of terrorism

In respect of

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

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**

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

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

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

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

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

General conditions

1. Policy voidable

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

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

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

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

2. Your duty of care

It is a **condition precedent to liability** that **you** must take all reasonable steps to protect and maintain the property, prevent **damage** or injury and comply with laws, by-laws or regulations.

3. Unused premises

When the **premises** becomes unused it is a **condition precedent to liability** that **you** give **us** notice as soon as possible but in any event within 30 days of the **premises** becoming unused.

Upon the **premises** becoming unused **we** shall be entitled to cancel the policy or impose special terms or charge an additional premium.

*Note 1: for the purposes of this condition a **premises** is unused when church services cease either on a temporary or a permanent basis.*

*Note 2: see the memorandum on page 16 regarding unused **premises**.*

4. Alteration of risk

You must tell **us** as soon as reasonably possible of any change of circumstances after the start of the insurance which increases the risk of **damage**, injury or liability including the following:

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

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

Note: please see the guidance on page 30 relating to building works.

5. Multiple insurance

(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 covering the same **damage**, **we** shall not be liable for more than **our** proportionate share.

If such other insurance is subject to any condition of underinsurance this policy shall also be subject to that condition of underinsurance.

(b) Money, Theft by officials, Liabilities and Legal expenses sections

If the insurance provided by these sections is also covered by another policy (or would but for the existence of these sections), **we** will only indemnify **you** in respect of any additional amount beyond such other insurance had these sections not been effected.

(c) The 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

If any difference shall arise as to the amounts that should be paid under this policy (liability being otherwise admitted) such difference shall be resolved by arbitration in accordance with the statutory provisions in force at the time by:

- (a) an arbitrator agreed to in writing by the parties or if the parties cannot agree;
- (b) an arbitrator appointed by the Chartered Institute of Arbitrators following a request from either party after a seven-day written notice by one party to the other requiring an agreement.

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

8. Cancellation

We may cancel the policy or any section of it by sending seven days notice by special delivery to **you** at **your** last known address for correspondence and shall refund to **you** the proportionate premium for the unexpired period of cover.

9. Long term agreement

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

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

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

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

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

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

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

10. 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.

11. Assignment

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

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

12. Law applicable

This policy 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.

13. Rights of third parties

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

Claims conditions

What you must do

On the happening of any event which may give rise to a claim it is a **condition precedent to liability** that **you** must do the following.

1. General - all sections except legal expenses

- (a) Tell **us** as soon as reasonably possible and give **us** all the assistance **we** may reasonably require.
- (b) Inform the Police as soon as is reasonably possible if the **damage** is caused by thieves, malicious persons or vandals or by riot, civil commotion, strikes or labour disturbances.
- (c) Supply at **your** expense full details of the claim in writing including any supporting evidence and information that **we** require within the following periods:
 - (i) seven days for **damage** by riot, civil commotion, strikes or labour disturbances;
 - (ii) 30 days after the expiry of the indemnity period for claims under the Loss of income section;
 - (iii) 30 days after any other **damage** or injury.
- (d) Take all practicable steps to recover property lost and otherwise minimise the claim.
- (e) At **our** request and at **our** expense do or allow to be done everything reasonably required by **us** for the purpose of making any recoveries from other parties (whom **we** would be entitled to pursue upon settlement of **your** claim) whether such action is necessary before or after **we** pay **your** claim under the policy.

2. Liabilities section

- (a) Not make or allow to be made on **your** behalf any admission, offer, promise, payment or indemnity without **our** written consent.
- (b) Forward to **us** every letter, claim, writ, summons and process immediately upon receipt without acknowledgement and advise **us** in writing immediately **you** have any knowledge of any impending prosecution, inquest or fatal injury enquiry in connection with that event.

3. Legal expenses section

As described in the Legal expenses section of the policy.

4. Personal accident section

Arrange for the insured person to undergo a medical examination by the **Company's** medical practitioner as often as required at **our** expense.

Our rights

5. General - all sections except legal expenses

- (a) **We** have the right to enter any building where **damage** has occurred to deal with **your** claim and to temporarily take for safe keeping any of the property insured and to deal with salvage in a reasonable manner. **We** have the right to the salvage of any insured property which is the subject of a claim.
- (b) **We** are entitled to take the benefit of **your** rights against another person and **we** are entitled to take over the defence or settlement of a claim against **you** by another person.

6. Personal accident section

In the event of the death of any insured person **we** shall be entitled to have a post-mortem at **our** expense.

7. Legal expenses section

As described in the Legal expenses section of the policy.

Protection conditions

The schedule will show if any of the following conditions are in force.

Fire alarm condition

It is a **condition precedent to liability** that when a fire alarm system is installed at the **premises**:

- (1) the system shall be installed in accordance with the specification agreed in writing by **us** and no alteration or variation of the system or any structural alteration to the **premises** which would affect the system shall be made without **our** written consent;
- (2) the system shall be maintained in full and efficient working order at all times and be serviced under a maintenance contract approved by **us** and immediate notice of any apparent defect in the fire alarm system or its signalling shall be given to the maintenance contractor.

Security condition

Applicable to all protective devices other than intruder alarms.

It is a **condition precedent to liability** that all protective devices including locks and bolts fitted to the **premises** be brought into use whenever the **premises** are not attended by **you** or by any other person authorised by **you** to be responsible for the security of the **premises**.

Intruder alarm condition

It is a **condition precedent to liability** that when an intruder alarm system is installed at the **premises**:

- (1) the **intruder alarm system** shall be installed in accordance with the specification agreed in writing by **us** and no alteration or variation of the system or any structural alteration to the **premises** which would affect the system shall be made without **our** written consent;
- (2) the **intruder alarm system** shall be maintained in full and efficient working order at all times and be serviced under a maintenance contract approved by **us** and immediate notice of any apparent defect in the intruder alarm or its signalling shall be given to the maintenance contractor;

- (3) the **intruder alarm system** shall be tested and set whenever the alarmed portion of the **premises** is not attended by **you** or any person authorised by **you** to be responsible for the security of the **premises** provided that any detection devices and their circuits connected for continuous protection shall be fully operative at all times;
- (4) all keys including duplicate keys and notes of combination locks, electronic pass codes, letters and numbers relative to the **intruder alarm system** shall be removed from the **premises** whenever they are left unattended;
- (5) **you** must tell **us** immediately of any notice from the Police or a security organisation that **intruder alarm system** signals may be or will be disregarded;
- (6) **you** shall appoint at least two **keyholders** and lodge written details (which must be kept up-to-date) with the alarm company and police authorities;
- (7) in the event of notification of any activation of the **intruder alarm system** or interruption of any of the means of communication during any period that the **intruder alarm system** is set a **keyholder** shall attend the **premises** as soon as is reasonably possible.

Definitions specific to intruder alarm condition

Intruder alarm system

means the component parts including the means of communication used to transmit signals.

Keyholder(s)

means **you** or any person or keyholding company authorised by **you** who is available at all times to accept notification of faults or alarm signals relating to the **intruder alarm system** and attend and allow access to the **premises**.

Protection of windows condition

It is a **condition precedent to liability** that external windows containing stained glass, grisaille, figured glass or etched glass are externally protected by polycarbonate sheeting or stainless steel grilles which entirely cover the windows.

Memorandum

Unused premises

Note: for the purposes of this extension a premises is unused when church services cease either on a temporary or a permanent basis.

Notwithstanding General condition 3 if the **premises** becomes unused **we** will continue to insure it for a period of 30 days subject to the undernoted Restrictions in cover (or until **we** advise **you** of **our** decision made in accordance with General condition 3 of the policy).

Provided that:

(a) all locks, bolts and other protective devices are put into operation;

and

(b) the **premises** is inspected externally and internally by a responsible person at least once a week;

and

(c) **you** comply with General condition 3 of this policy and advise **us** within 30 days of the **premises** becoming unused. If **you** do not **we** will be entitled to exercise **our** rights under General condition 3 of the policy and **we** may void the policy.

Restrictions in cover

Under the Property damage section of the policy:

(a) the sums insured relative to the unused **premises** are reduced to 10%;

(b) insured event 15 (Theft), if operative, is subject to a limit of £2,000 any one claim in respect of the unused **premises**.

1 Property damage

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

What is covered

If during the period of insurance the *insured property* suffers **damage** caused by any insured event 1 to 16 shown as insured in the schedule **we** will pay in accordance with the Basis of settlement shown on pages 22 and 23.

What is not covered

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

- (i) The amount of any **excess** shown in **your** schedule.
- (ii) **Damage** arising from or consisting of subsidence, heave or landslip.
- (iii) **Damage** arising from or consisting of wet or dry rot.
- (iv) **Damage** caused by pollution or contamination but this shall not exclude **damage** to the property insured caused by:
 - (a) pollution or contamination which itself results from any insured event;
 - (b) any insured event which itself results from pollution or contamination.
- (v) Moveable property in the open except as specifically provided for by any extension to this section.
- (vi) Definitions specific to this exclusion

Data

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

Failure of a system

means the complete or partial failure or inability whether in terms of availability functionality and/or performance or otherwise of a **system**, whether or not owned by **you**, to operate at any time as desired, as specified or as required in the circumstances of **your** business activities.

Microchip(s)

means a unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly includes integrated circuits and microcontroller.

System(s)

shall include computers, other computing and electronic equipment linked to a computer, hardware, electronic data, processing equipment, **microchips** and anything which relies on a **microchip** for any part of its operation and includes for the avoidance of doubt any computer installation.

Virus

means programming code designed to achieve an unexpected unauthorised and/or undesirable effect or operation when loaded onto a **system** transmitted between **systems** by transfer between computer systems via networks, extranets and internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMS or otherwise and whether involving self-replication or not.

damage to:

- (a) **data** which shall include but shall not be limited to:
 - (i) **damage** to or corruption of **data** whether in whole or in part;
 - (ii) unauthorised appropriation of use of access to or modification of **data**;
 - (iii) unauthorised transmission of **data** to any third parties;
 - (iv) **damage** arising out of any misinterpretation use or misuse of **data**;
 - (v) **damage** arising out of any operator error in respect of **data**.
- (b) any items insured arising directly or indirectly from:
 - (i) the transmission or impact of any **virus**;
 - (ii) unauthorised access to a **system**;
 - (iii) interruption of or interference with electronic means of communication used in the conduct of **your** business including but not limited to any diminution in the performance of any website or electronic means of communication;
 - (iv) **failure of a system**;
 - (v) anything described in (a) above;

but in respect of (b) (i) (b) (ii) (b) (iii) and (b) (iv) this shall not exclude subsequent **damage** or loss resulting from subsequent **damage** which itself results from a cause not otherwise excluded provided that such **damage** does not arise by reason of any malicious act or omission.

Insured Events

What is covered

1. Fire, lightning and explosion

Fire, lightning, explosion or smoke.

2. Aircraft

Aircraft and flying objects or items dropped from them.

3. Riot

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

What is not covered

Smoke **damage** caused by smog, agricultural or industrial work or any gradual cause.

- (i) **Damage** occasioned by or happening through confiscation or destruction or requisition by order of the Government or any public authority.
- (ii) **Damage** occurring in Northern Ireland.

What is covered

4. Malicious persons

Malicious persons not acting on behalf of or in connection with any political organisation.

5. Earthquake

6. Storm

7. 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.

8. Escape of water

Escape of water from any tank, apparatus or pipe.

9. Burst pipes

Freezing of water in any interior fixed water or heating appliance or installation.

What is not covered

- (i) **Damage** occasioned by or happening through confiscation or destruction or requisition by order of the Government or any public authority.
- (ii) **Damage** by theft or attempted theft or by risks described in insured event 1.
- (iii) **Contents** in unlocked outbuildings.

- (i) **Damage** by the escape of water from the normal confines of any natural or artificial watercourse or lake, reservoir, canal or dam.
- (ii) **Damage** by inundation from the sea whether resulting from storm or otherwise.
- (iii) **Damage** by frost.
- (iv) **Damage** attributable solely to change in the water table level.
- (v) **Damage** to fences or gates.
- (vi) **Damage** by the entry of rainwater due solely to the theft or attempted theft of external metal (see insured event 15).

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

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

What is covered

10. Escape of oil

Escape of oil from any fixed oil-fired heating appliance or installation including resultant loss of oil.

11. Impact by road vehicles or animals

Impact by any road vehicle or animal.

12. Falling trees

13. Falling aerials

Breakage or collapse of television and radio receiving aerials, aerial fittings and masts.

14. Accidental damage

Any other accidental **damage**.

What is not covered

Damage as a result of felling, lopping or topping being carried out by **you** or **your** employees or by voluntary workers.

- (i) **Damage** caused by any of the insured events 1 to 13, 15 or 16 or by the causes excluded from those events whether the events are insured or not.
- (ii) **Damage** caused by or consisting of inherent vice, latent defect, wear and tear, depreciation, atmospheric or climatic conditions, rust, dust, fungus, insects, vermin, the property's own faulty or defective design or materials, faulty or defective workmanship, or any gradual cause, but this shall not exclude subsequent **damage** which itself results from a cause not otherwise excluded.
- (iii) **Damage** caused by the process of cleaning, dyeing, repair or restoration.
- (iv) Confiscation or detention by order of any government, public or police authority.
- (v) Mechanical or electrical breakdown.
- (vi) Breakage of electrical valves, bulbs or tubes unless the equipment in which they are contained is damaged at the same time.
- (vii) **Damage** to a building or structure caused by its own collapse or cracking.
- (viii) **Damage** to paths, car parks, drives, paved and other hardstanding areas, unless the main building is damaged at the same time.

What is covered

15. Theft or attempted theft

Subject to the following limits:

- (a) For the theft or attempted theft of any one item or **contents** the limit as shown in the schedule;
- (b) For the theft of external metal the limit as shown in the schedule. In addition, this limit shall also apply to subsequent **damage** arising as a result of the theft of external metal.

16. Glass, sanitary fixtures and signs

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

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

What is not covered

- (i) In respect of theft of parts of the **building** or its fixtures (including external metal) any loss occurring when scaffolding is erected at the **premises** unless **we** have agreed in writing to continue cover.
- (ii) **Contents** in unlocked outbuildings.
- (i) **Damage** to glass, sanitary fixtures or signs already damaged at the commencement of the insurance.
- (ii) Breakage of glass while not fixed.
- (iii) Breakage occasioned by or traceable to alterations to the **premises** or in the glass being carried out by **you, your** employees or by voluntary workers whereby the risk of breakage is increased.
- (iv) Damage to bulbs or tubes unless the signs in which they are contained are damaged at the same time.

Basis of settlement

Guidance note (not forming part of the policy)

The Basis of Settlement confirms that we will pay for repairing buildings in a similar form to the existing structures using materials which are substantially the same but are not necessarily ancient. For example, ancient stonework will be replaced with stonework of similar appearance and quality, but not with ancient stone, unless this can be found economically and within the sums insured.

We will pay for

Buildings

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

The basis upon which the settlement of the claim is to be calculated will be 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.
- (b) The following additional costs all reasonably and necessarily incurred in repair or replacement following insured **damage**:
 - (i) Reasonable architects', surveyors', consulting engineers' and other professional fees;
 - (ii) The cost of complying with European Union legislation, Local Authority Buildings Regulations or other statutory requirements up to 15% of the sum insured by the relevant item;

We will not pay for

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

- (i) Fees or any other costs incurred in the preparation of a claim.
- (ii) (a) The cost of work stipulated in any notice already served upon **you**.
(b) Undamaged parts of the **buildings** (except the foundations of damaged parts).
(c) **Damage** to buildings not insured by this policy.
(d) The cost of an existing work requirement which must be completed within a given period.
(e) The amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property by you arising from compliance with the stipulations detailed in any statutory requirements.

We will pay for

- (iii) The cost of removing debris, demolition, shoring-up or propping.

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

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

Contents

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

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

We will not deduct any amount for wear and tear (except for items insured under extension 5 – Personal effects, see page 25).

We will not pay for

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

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

Limit

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

Reinstatement of sum insured

Applicable to Buildings and Contents

Unless **we** advise **you** to the contrary within 30 days of **you** reporting the claim to **us**, the sum insured will not be reduced by the amount of any claim, provided that following **damage** by theft or attempted theft **you** complete any improvements to the security at the **premises** that **we** may require.

Inflation protection

Each month **we** will adjust the sums insured under this section (but not the extension limits) in line with an appropriate price index.

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

In the event of a claim index-linking will continue from the date of **damage** to the resulting claim being 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.

Extensions

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

Unless specifically stated otherwise these extensions do not increase **our** liability as stated under 'Limit' in this section.

What is covered

1. Communion ware

Communion ware following **damage** by any insured event which is in force under this section whilst anywhere within the **geographical limits**.

Limit

£15,000 any one item and the limit shown in the schedule for all claims in total in any one period of insurance.

2. Office equipment out-of-church

Office and similar equipment belonging to **you** or for which **you** are responsible situated in the out-of-church office or in the home of **you** or **your** employee or a **member** following **damage** by any insured event which is in force under this section.

Limit

As shown in the schedule.

3. Musical instruments and other portable items

- (a) Musical instruments belonging to **you** or for which **you** are responsible;
- (b) Other portable items of **contents** or specified items;

whilst in the care of **you** or **your** employees or a **member** following **damage** by any insured event which is in force under this section anywhere in the **geographical limits**.

Limit

£2,500 any one item and as shown in the schedule for any one claim.

What is not covered

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

- (i) **Damage** by theft to property left in an unattended vehicle unless the property is hidden from view and all windows and sunroofs are securely closed and the boot and all doors are locked.
- (ii) Property insured under another policy.

What is covered

4. Temporary removal

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

- (a) whilst temporarily removed for cleaning, renovation or repair;

or

- (b) at or in transit to or from a bank; following **damage** by any insured event which is in force under this section.

Limit

As shown in the schedule.

5. Personal Effects

Note: this extension also applies to visiting ministers and members of visiting choirs.

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

Limit

As shown in the schedule.

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

Limit

As shown in the schedule.

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

What is not covered

- (i) **Damage** by theft to property left in an unattended vehicle unless the property is hidden from view and all windows and sunroofs are securely closed and the boot and all doors locked.
- (ii) Property insured under another policy.

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

What is covered

6. New contents acquired during the period of insurance

New items of **contents** acquired during the period of insurance up to the limit shown in the schedule.

At next renewal of the policy **you** must tell **us** about such additional items and the renewal premium for the year ahead will be based upon the updated sums insured.

If **you** fail to tell **us** about such increases at renewal **you** may not be insured for the new items after renewal date.

7. Prizes and donated goods

Prizes and donated goods to be used for fundraising events whilst in **your** custody or in the custody of an employee or **member** anywhere in the **geographical limits** following **damage** by any insured event which is in force under this section.

Limit

£1,000 any one item and as shown in the schedule for any one fundraising event.

8. Exhibitions, festivals and events

- (a) Items not belonging to **you** but **your** responsibility used in connection with or whilst on display at exhibitions, festivals or events at the **premises** or elsewhere in the **geographical limits**, and in the course of transit to or from such locations following **damage** by any insured event which is in force under this section. Provided that at least 2 responsible officials are in attendance at all times whilst the exhibition, festival or event is open to the public and that the premises concerned are locked at all times when unattended.
- (b) Marquees, tents, stalls and similar equipment for which **you** are responsible and being used in connection with any church exhibition, festival or event.

Limit

£2,500 any one item and as shown in the schedule for any one exhibition, festival or event.

What is not covered

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

What is covered

9. Damage by the emergency services

Damage caused by the emergency services to the grounds of the **premises** for which **you** are responsible.

Limit

As shown in the schedule.

10. Property in the open

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

- (a) Lawnmowers and other groundsmen's machines and equipment.

This insurance extends to include the items mentioned whilst kept in a locked building of a **member**.

- (b) Floodlighting, external lighting and security equipment.
- (c) Benches, garden seating and fixtures.
- (d) Tombs, monuments and memorials which are the property of the **Insured**.

Limit

As shown in the schedule.

11. Headstones and monuments

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

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 the amount **we** have paid must be refunded to **us**.

Limit

As shown in the schedule.

What is not covered

Theft of lawnmowing equipment when not in use unless contained in a locked outbuilding. This exclusion does not apply to large chain mowers.

- (i) The cost of repairing the item.
- (ii) **Damage** caused by wear and tear or gradual deterioration.

What is covered

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 **your** church. Cover is in force from the commencement date of **your** interest in the property provided such property is not insured elsewhere.

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

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

Limit

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

13. Loss of keys

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

Limit

As shown in the schedule.

14. Frozen food

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

- (a) A rise or fall in temperature.
- (b) Contamination from refrigerant or refrigerant fumes.

In addition **we** will pay, if incurred, the cost of hiring temporary alternative freezing space.

Limit

As shown in the schedule for any one period of insurance and £2,500 in respect of any one appliance.

What is not covered

- (i) Motor vehicles licensed for road use or their accessories, trailers, caravans, watercraft or aircraft.
- (ii) Property insured under any other policy.

- (i) **Damage** resulting from the deliberate act of any power supply authority or the withholding or restricting of power by such an authority.
- (ii) **Damage** caused by wilful neglect.

What is covered

15. Service pipes, cables, sewers and drains

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

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

This includes the cost of clearing blockages.

Limit

As shown in the schedule.

16. Loss of metered water or heating oil

The additional metered water or heating oil charges incurred by **you** following **damage** to the water or heating systems located in or serving the **premises** provided **we** have accepted a claim for such **damage** to the system under this policy.

Limit

As shown in the schedule.

What is not covered

What is covered

17. Minor building works

This extension is provided only if insured events 1 to 13, 15 and 16 are all in force.

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

Your insurance obligations in respect of the Works and Site Materials assumed under clause 5.4b of the 2005 JCT Agreement for Minor Buildings Works (or any similar contract with **our** agreement).

During the period of the contract the insurance provided by **us** for the existing structure and any contents for which **you** are responsible is considered to be in the joint names of **you** and the contractor. This cover is limited to the sums insured shown in the schedule.

Off-site storage

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

Limit

£7,500 any one storage site.

What is not covered

- (i) For each claim under this extension, the **excess** that applies in respect of the insured event or the first £250, whichever is the greater.
- (ii) Builder's plant, tools and equipment.
- (iii) **Damage** by any event which **you** are not obliged to insure against under the terms of the contract.
- (iv) **Damage** which already existed at the time of the commencement of the contract.
- (v) Contracts over £150,000.
- (vi) Theft of external metal.
- (vii) Penalties under the contract for delay or non-compliance or indirect loss of any nature.

Special condition applying to this extension

Where **we** have agreed to provide cover under this extension it is understood and agreed that **you** or **your** representatives have given instructions to the contractor for all ladders to be removed and securely locked away at the end of each day's operations.

Guidance notes applying to this extension (not forming part of the policy)

- 1 *You must inform us about any building or repair works and whether or not you intend to close the premises.*
- 2 *If the contract price for the work is over £150,000 we can provide cover but an additional premium will usually be required.*
- 3 *If you have decided not to include the Terrorism section under this policy then the full insurance requirements of the building contract may not be met. We may be able to extend your insurance to include Terrorism or you can ask your architect to reduce the requirements of the building contract with the agreement of all parties.*
- 4 *Please remember that if your policy is not renewed with us there will be no cover for the building works if they should continue beyond the period of cover.*

What is covered

18. Archaeological costs

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 events in force under this section.

Limit

£250,000 any one claim.

What is not covered

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

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.

19. Spontaneous heating

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

20. Hired-in property

Contents includes property hired-in and for which **you** have accepted responsibility.

21. Trace and access

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

The costs and expenses necessarily and reasonably incurred by **you** with **our** consent in locating the source of a leakage of water or oil at the **premises** and in subsequent making good.

Limit

£50,000 any one claim.

Property hired-in for exhibitions, festivals or events.

What is covered

22. 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.

23. Discharge of oil

As an extension to the Escape of oil insured event, costs and expenses necessarily incurred by **you** with **our** consent to decontaminate the grounds of the **premises** following the accidental discharge of oil from an oil fired heating appliance or storage tank.

Limit

As shown in the schedule.

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

The cover provided by this extension increases the sums insured that apply 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 which is in force under this section should these costs exceed the cover provided within the **buildings** sum insured. The maximum **we** will pay under this extension is 20% of the sum insured for **buildings**.

25. Temporary accommodation

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

- (a) If the church cannot be used following **damage** insured under the Property damage section of the policy or
- (b) If a local authority prevents **you** from using the church as a result of an emergency evacuation; **we** will pay the reasonable cost of **your** necessary alternative accommodation.

Limit

£10,000 any one period of insurance.

What is not covered

- (i) Loss where there is unnecessary delay on **your** part in repairing or replacing **your** property.
- (ii) Loss due to an archaeological exercise.
- (iii) Any **damage** not covered under the Property damage section of the policy.

2 Property damage plus

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

Guidance note

Under Section 1 (Property damage) you can insure all your contents for accidental loss or damage, whilst in the premises or whilst temporarily removed in certain circumstances (as described in the extensions to Section 1).

However, if you require 'all risks' cover for specific items only, on a world-wide basis cover can be arranged under this section.

What is covered

If during the period of insurance the **insured property** suffers **damage** caused by any event not specifically excluded by this section whilst anywhere in the world **we** will replace the property or **we** will pay the cost of replacement as new except for items that can be economically repaired where **we** will pay the cost of repair.

We will not deduct any amount for wear and tear. The most **we** will pay subject to any limits shown in the policy or schedule is the sum insured shown in the schedule.

What is not covered

- (i) The amount of any **excess** shown in **your** schedule.
- (ii) The cost of maintenance.
- (iii) **Damage** caused by or consisting of inherent vice, latent defect, wear and tear, depreciation, atmospheric or climatic conditions, rust, dust, fungus, insects, vermin, the property's own faulty or defective design or materials, faulty or defective workmanship or any gradual cause but this shall not exclude subsequent **damage** which itself results from a cause not otherwise excluded.
- (iv) **Damage** caused by the process of cleaning, dyeing, repair or restoration.
- (v) Mechanical or electrical breakdown.
- (vi) Confiscation or detention by order of any government, public or police authority.
- (vii) Breakage of electrical valves, bulbs or tubes unless the equipment in which they are contained is damaged at the same time.
- (viii) **Damage** by theft to property left in an unattended vehicle unless the property is hidden from view and all windows and sunroofs are securely closed and the boot and all doors locked.
- (ix) Unless agreed in advance by **us**, any value attaching to an item by reason of its antiquity.
- (x) Definitions specific to this exclusion

Data

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

What is covered

What is not covered

Failure of a system

means the complete or partial failure or inability whether in terms of availability functionality and/or performance or otherwise of a **system**, whether or not owned by **you**, to operate at any time as desired, as specified or as required in the circumstances of **your** business activities.

Microchip(s)

means a unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly includes integrated circuits and microcontroller.

System(s)

shall include computers, other computing and electronic equipment linked to a computer, hardware, electronic data, processing equipment, **microchips** and anything which relies on a **microchip** for any part of its operation and includes for the avoidance of doubt any computer installation.

Virus

means programming code designed to achieve an unexpected unauthorised and/or undesirable effect or operation when loaded onto a **system** transmitted between **systems** by transfer between computer systems via networks, extranets and internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMS or otherwise and whether involving self-replication or not.

damage to:

- (a) **data** which shall include but shall not be limited to:
 - (i) **damage** to or corruption of **data** whether in whole or in part;
 - (ii) unauthorised appropriation of use of access to or modification of **data**;
 - (iii) unauthorised transmission of **data** to any third parties;
 - (iv) **damage** arising out of any misinterpretation, use or misuse of **data**;
 - (v) **damage** arising out of any operator error in respect of **data**.

What is covered

What is not covered

- (b) any items insured arising directly or indirectly from:
 - (i) the transmission or impact of any **virus**;
 - (ii) unauthorised access to a **system**;
 - (iii) interruption of or interference with electronic means of communication used in the conduct of **your** business including but not limited to any diminution in the performance of any website or electronic means of communication;
 - (iv) **failure of a system**;
 - (v) anything described in (a) above;

but in respect of (b) (i) (b) (ii) (b) (iii) and (b) (iv) this shall not exclude subsequent **damage** or loss resulting from subsequent **damage** which itself results from a cause not otherwise excluded provided that such **damage** does not arise by reason of any malicious act or omission.

Inflation protection

Each month **we** will adjust the sums insured under this section in line with an appropriate price index.

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

In the event of a claim index-linking will continue from the date of **damage** to the resulting claim being 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.

3 Loss of income

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

Guidance note (not forming part of this policy)

After serious property damage such as a major fire, you may incur 'consequential' losses which are not covered under the Property damage section of this policy. For example, where the premises are so damaged that normal usage stops for the period of repairs, you will lose income from lost service collections. In addition, you may suffer loss in income if you are unable to hire out the premises to other organisations.

This section provides cover for this 'loss of income'.

However, your main concern may be to maintain your usual church activities, albeit at a different premises, until you are able to return to your own premises. Unless you are very fortunate, there will undoubtedly be extra costs in hiring out and equipping an alternative building and cover 2, 'Additional expenditure' provides for these additional costs.

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.

Income

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

Indemnity period

means the period during which ***your*** normal activities are affected by the ***damage***, from the date of the ***damage*** but not exceeding a period of 24 months.

For the purposes of Extension 4 of this section the indemnity period means the period during which ***your*** results shall be affected in consequence of the occurrence, discovery or accident beginning with the date from which the restrictions on the ***premises*** are applied (or in the case of murder or suicide with the date of the occurrence) and ending not later than 24 months thereafter.

What is covered

We will pay **you**, subject to the terms of this section, for loss during the **indemnity period** resulting from interruption of or interference with the usual activities carried out at the **premises** following **damage** by any insured event which is in force under the Property damage or Property damage plus sections and for which **we** have accepted a claim under those sections.

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

1. Loss of income

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

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

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

2. Additional expenditure

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

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

What is not covered

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

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

What is covered

3. Professional accountant's charges

Any particulars or details contained in **your** books of account or other business books or documents which may be requested by **us** under Claims condition (c) for the purpose of investigating or verifying any claim under this section may be produced by professional accountants if at the time they are regularly acting as such for **you** and their report shall be prima facie evidence of the particulars and details to which such report relates.

We will pay to **you** the reasonable charges payable by **you** to **your** professional accountants for producing such particulars or details or any proofs, information or evidence as may be required by **us** under the terms of Claims condition (c).

Provided that the sum of the amount payable under this clause and the amount otherwise payable under this section shall in no case exceed the sum insured.

Limit of indemnity

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

Extensions

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

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

What is covered

1. Archaeological digs

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

2. Prevention of access

We will extend the cover under this section to losses arising where use of **your premises** is prevented or hindered by **damage** to neighbouring property, and such **damage** would form an accepted claim under the Property damage section of this policy if the **damage** occurred at **your premises**.

3. Loss of telephone, electricity, gas or water

We will extend the cover under this section to losses following the accidental failure of the following:

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

Limit

£5,000 any one claim.

What is not covered

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

What is covered

4. Specified disease murder food poisoning defective sanitation vermin

We will extend the cover under this section to losses following:

- a) any occurrence of a **specified disease** at the **premises** or within a radius of 25 miles of the **premises**;
- b) 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**;
- c) any accident causing defects in drains or other sanitary arrangements at the **premises**;
- d) any discovery of vermin or pests at the **premises**;

which causes restrictions in the use of the **premises** on the order or advice of the competent local authority.

- e) murder rape or suicide at the **premises**.

Definition specific to this extension

Specified disease

means

Acute encephalitis	Measles	Rubella
Acute poliomyelitis	Meningitis	Scarlet fever
Anthrax	Meningococcal	Smallpox
Cholera	septicaemia (without	Tetanus
Diphtheria	meningitis)	Tuberculosis
Dysentery	Mumps	Typhoid fever
Legionellosis	Ophthalmia neonatorum	Typhus fever
Legionnaires' disease	Paratyphoid fever	Viral haemorrhagic fever
Leprosy	Plague	Viral hepatitis
Leptospirosis	Rabies	Whooping cough
Malaria	Relapsing fever	Yellow fever

Special conditions applicable to 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.

What is covered

5. Book debts

If following **damage** to **your** books of account or other church business books or records at the **premises** by any of the events insured by this section **you** are unable to trace outstanding debit balances owed to **you** **we** will indemnify **you** for such loss in the following terms.

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

The most **we** will pay under this extension is £10,000 any one period of insurance.

What is not covered

- (i) Loss arising from misfiling, erasure, distortion deliberate falsification of records, or from bad debts.
- (ii) No claim will be paid unless **you** keep a record of the total amount outstanding to **you** at the end of each month and within 30 days of the end of each month deposit this record in a building other than that in which the original records are kept.

What is covered

6. Other venues

Damage by any events insured by the Property damage section at any premises not in **your** occupation within the **geographical limits** where **you** are holding a fund raising event, exhibition or other church activity.

Limit

£10,000 any one claim.

7. Suppliers extension

Damage by any events insured by the Property damage section at the site of any of **your** suppliers within the **geographical limits**.

Limit

£10,000 any one claim.

8. Utilities

Damage by any events insured by the Property damage section at any

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

9. Bomb scare

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

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

Limit

£5,000 any one incident.

10. Reinstatement of data

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

What is not covered

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

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

What is covered

Providing that

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

Limit

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

Special condition – Back-up records

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

What is covered

11. Computers – Increased cost of working

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

Limit

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

12. Church event

We will pay for all expenses **you** cannot recover if an event **you** have organised is unexpectedly cancelled or cut short.

Limit

£1,000 any one claim.

What is not covered

- (i) Losses arising if the event is cancelled due to
 - (a) lack of support or an anticipated lack of support;
 - (b) weather conditions.
- (ii) The first £100 of each and every claim.
- (iii) Any amount **you** can recover from any other source.

4 Money

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

Definition

Each time the following word or phrase appears in this section in bold italic type (or in capital letters in the schedule) it will take the specific meaning shown below.

Where it is not highlighted in this manner the normal everyday meaning of the word or phrase will apply.

Money in transit

means **money** in transit in the personal custody of the **Insured** or any church official or in a bank night safe until the bank accepts responsibility.

What is covered

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

What is not covered

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

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

Crossed cheques, etc

Crossed cheques (other than pre-signed blank cheques whether crossed or uncrossed) postal orders, money orders, securities for money, crossed bankers drafts, National Savings certificates, Premium Bonds, stamped National Insurance cards, credit company sales vouchers, Value Added Tax purchase vouchers and unused credit on postal franking machines.

Other money

Money other than as described in crossed cheques, etc above:

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

Note: **money** must be recorded as soon as possible and prior to being placed in the safe.

Extensions

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

What is covered

1. Damage to safes

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

2. Damage to personal effects

We will pay for **damage** to **personal effects** belonging to **you** or any church official arising in connection with theft or attempted theft of insured **money**.

Limit

£1,000 per person

3. Fundraising events

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

- (a) **Money in transit**.
- (b) **Money** while being counted or in the home of an employee or **member**.
- (c) **Money** in a locked safe in the **premises**.

4. Fraud and identity theft

We will pay **you** for:

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

Limit

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

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

Limit

£1,000 any one period of insurance.

What is not covered

In respect of (a):

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

Special condition

It is a ***condition precedent to liability*** that money in transit in excess of the stated amounts shown below shall be accompanied by at least the stated number of escorts, being responsible adults.

Amount	Number of escorts
£2,500	2
£5,000	3
£7,500	4

5 Theft by officials

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

Definitions

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

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

Acting in collusion

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

Excess

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

Official(s)

means any person in ***your*** service who is empowered by ***you*** to have responsibility for ***your*** money.

One claim

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

Theft

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

What is covered

Direct loss of **money** belonging to **you** or which is **your** responsibility caused by any act of **theft** committed during the period of insurance by any **official** normally resident within the **geographical limits** and discovered not later than 24 months after the termination of this insurance.

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

Previous insurance

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

Provided that:

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

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

What is not covered

- (i) Loss of interest, loss of profit or indirect loss of any kind.
- (ii) Loss arising from any act of an **official** after the discovery of a prior act of **theft** committed by the same **official**.
- (iii) Loss caused by any act of an **official** committed before the commencement date of this insurance.
- (iv) The amount of the **excess**.

Limit of indemnity

Irrespective of the number of periods during which this insurance (and any insurance issued in substitution) shall remain in force **our** total liability in respect of any **one claim** shall not exceed £10,000.

Our liability in respect of any **one claim** by one or more **officials** shall not exceed the limit of indemnity shown in the schedule.

Special conditions

1. Notice of loss

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

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

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

2. Recoveries

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

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

3. Deduction from loss

All monies which but for the fraud or dishonesty of the **official** would become payable to him or her by **you** and any monies recovered from the **official** by **you** shall be deducted from the loss.

4. Due diligence

It is a **condition precedent to liability** that **you** shall use diligence in the selection of **officials**.

5. Loss prevention

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

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

6 Liabilities

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

Definitions

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

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

Act of terrorism

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

Asbestos

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

Bodily injury

means bodily injury, death, disease or illness.

Business

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

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

Data

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

Employed person

means

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

Employee

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

Event

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

Injury

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

Legal costs

means

- (a) claimant's costs and expenses recoverable from **you** in respect of any claim which is the subject matter of indemnity under this policy;
- (b) (i) the costs of legal representation at:
 - (1) any coroner's inquest or inquiry in respect of any death;
 - (2) proceedings in any court arising out of any alleged breach of statutory duty which may be the subject of indemnity under this policy;
- (ii) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under this 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 deacon 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*** from any premises within the ***geographical limits***. Any error or defect in the sale, supply or presentation of such goods is included in this definition.

Property

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

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 minister, deacon or ***employee*** of ***yours***;
 - (iii) any of ***your*** church members whilst acting in that capacity;

in respect of liability for which **you** would have been entitled to indemnity, had the claim been made against **you**.

Cover 1

Employers' liability

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

What is covered

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

(a) within the **geographical limits**;

or

(b) while temporarily outside the **geographical limits**;

in connection with the **business**.

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

(a) any one **event** which is directly or indirectly caused by, results from, or is in connection with any **act of terrorism** shall not exceed £5,000,000.

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

(b) any other **event**, shall not exceed the limit of indemnity shown in the schedule.

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

What is not covered

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

Extensions (each of which is subject to the terms of this policy)

What is covered

1. Compensation for court attendance

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

Any of **your** ministers, deacons £500
or officers

Any other **employed person** £250

2. Unsatisfied court judgements

Where a judgement for damages has been obtained:

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

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

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

What is covered

3. Corporate manslaughter defence costs

Cover is extended to indemnify the policyholder 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:

1. **our** liability under this extension shall not exceed (if insured) the Public and products liability limit of indemnity as stated in the schedule or £5,000,000 whichever is the less in any one period of insurance.
2. if this policy provides legal expenses insurance this extension shall only operate in respect of any additional amount beyond the amount payable under the legal expenses section.
3. where **we** have already provided an indemnity in respect of any legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same event or occurrence 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.
4. **we** must consent in writing to the appointment of any solicitor or counsel who is to act for and on **your** behalf.
5. **you** shall notify **us** immediately about any summons or other process served upon **you** which may give rise to a claim under this extension.
6. any appeal can only commence if counsel has advised that it is more likely for an appeal to be successful than not.

What is not covered

No indemnity will be provided:

1. 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 2;
2. in respect of any proceedings which result from any deliberate act or omission of the **insured** or any ministers or officers of the **insured** 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;
3. 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.

Cover 2

Public and products liability

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

What is covered

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

- (a) Accidental **injury** of any person.
- (b) Accidental **damage** to **property**.
- (c) Nuisance, trespass to land, trespass to goods or interference with any easement right 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.
- (b) any one **event**;
- (c) all **events** happening during any period of insurance caused by **products**;

What is not covered

No indemnity will be provided in respect of the following:

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

What is covered

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

shall not exceed the limit of indemnity shown in the schedule.

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

What is not covered

- (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 the following:
- (a) Personal effects, including vehicles and their contents, belonging to **employees, members** and 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 and their contents, hired by, or leased, rented or borrowed by **you**, but **we** shall not be liable for
 - (i) any liability arising solely under the terms of any contract or agreement;
 - (ii) any liability which arises from an agreement to maintain in force insurance against loss of or damage to the premises and their fixtures and fittings.
- (5) The costs of remedying any defect, or alleged defect, in premises which **you** have disposed of.
- (6) **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.
- (7) Any liability arising from **bodily injury** to any **employed person** caused in connection with the **business**.
- (8) (a) Fines or penalties.
(b) Liquidated damages.
(c) Any compensation awarded by a Court of Criminal Jurisdiction.
(d) Multiplied, aggravated, exemplary, or punitive damages.

What is covered

What is not covered

- (9) Any liability arising from the following:
 - (a) The 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.
- (10) Any liability arising from the supervision or execution of any manual work or contract undertaken outside of the European Union.
- (11) 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.
- (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 connected directly or indirectly in any way with any error or omission in the provision of **pastoral care services**.

What is covered

What is not covered

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

Extensions (each of which is subject to the terms of this policy)

What is covered

1. Compensation for court attendance

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

Any of **your** ministers, deacons or officers £500

Any other **employed person** £250

2. Contingent motor liability

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

3. Cross liabilities

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

What is not covered

We will not provide an indemnity in respect of the following:

- (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**.
- (c) **Injury** or **damage** arising while the vehicle is being driven by any person who, to **your** knowledge, does not hold a licence to drive such a vehicle (unless they have held, and are not disqualified for holding or obtaining, such a licence).
- (d) Circumstances where **you** are entitled to indemnity under any other insurance.
- (e) **Injury** or **damage** arising outside the **geographical limits**.

What is covered

4 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.

What is not covered

What is covered

- 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.

5. 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.

6. Errors and omissions

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

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

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

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

What is not covered

No indemnity will be provided if **you** are entitled to indemnity under any other insurance.

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.

What is covered

7. Errors and omissions – independent examination

This insurance covers only those losses which arise from claims made 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**.

8. Indemnity to private hirers

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

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

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

What is not covered

We will not provide any indemnity in respect of 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 **you** by reason of any act committed or alleged to have been committed prior to the retroactive date.

We will not provide an indemnity in respect of the following:

- (a) Liability incurred in respect of accidents away from the hired premises.
- (b) Liability arising out of food and drink supplied at the event where such goods have been supplied by a professional caterer.
- (c) Liability arising out of the use of bouncy castles or other inflatables, fly walls, bungee equipment or any similar activity equipment.
- (d) Liability arising from bonfires and fireworks.
- (e) Liability arising out of any organised sports activities.
- (f) Liability arising out of any other activity of a hazardous nature.
- (g) Liability assumed by agreement unless liability would have attached without such agreement.
- (h) Liability which is insured elsewhere under any other policy.

What is covered

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 liability incurred by **you** arising from 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**.

10. Overseas personal liability

We will provide an indemnity to **you** against legal liability incurred in a personal capacity while temporarily outside the **geographical limits** in connection with the **business**.

What is not covered

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**.

The indemnity will not apply:

- (a) to legal liability arising out of the ownership or occupation of land or buildings;
- (b) where indemnity is provided by any other insurance.

What is covered

11. Pastoral care indemnity

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

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

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

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

- (a) £5,000,000 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**.

What is not covered

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.

12. Church trustee indemnity

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

- (a) **We** will indemnify:
 - (i) the **trustee** against all sums which the **trustee** 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 notified to **us** during the period of insurance.

We will not provide any indemnity in respect of the following:

- (a) Anything for which indemnity is provided under any other section or extension to this policy or by any other source.
- (b) Anything which was done when known to be a **wrongful act** or ignoring that possibility.
- (c) The consequences of any circumstances known by the church or **trustee** at the commencement of this cover which may give rise to a claim.

What is covered

- (ii) the church against all sums which the church 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) **We** will indemnify the church and **trustee** against all sums which the church 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.

What is not covered

- (d) 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.
- (e) Liability arising from the rendering of any counselling, advice or other service.
- (f) Anything done in the capacity of trustee or administrator of any pension fund or scheme.
- (g) Any person committing or condoning any criminal, dishonest or fraudulent act or omission.
- (h) Liability assumed by agreement unless liability would have attached without such agreement.
- (i) Liability arising from any failure to arrange or maintain insurance.
- (j) Any legal action brought in a court of law outside the **geographical limits**.
- (k) Liability arising from any allegation of unfair or wrongful dismissal and any other employment dispute.
- (l) Liability arising from anything manufactured, sold or supplied by or on behalf of **you**.
- (m) Liability arising from any:
 - (i) 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
 - (ii) agreement that the **trustee** shall pay any penalty or fixed sum of money unless the **trustee** would still be legally liable even if that guarantee, assurance or agreement did not exist.

What is covered

- (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.

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

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

Definitions specific to this extension

Trustee

means any minister, deacon, officer, **employee** or member of the church.

Wrongful act

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

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.

What is covered

13. 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 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 for claims arising under (1) or (2) above;
- (b) as shown in the schedule for claims arising under (3) above.

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

What is not covered

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.

What is covered

14. Corporate manslaughter defence costs

Cover is extended to indemnify the policyholder 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:

1. **our** liability under this extension shall not exceed the Public and products liability limit of indemnity as stated in the schedule or £5,000,000 whichever is the less in any one period of insurance.
2. if this policy provides legal expenses insurance this extension shall only operate in respect of any additional amount beyond the amount payable under the legal expenses section.
3. where **we** have already provided an indemnity in respect of any legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same event or occurrence 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.
4. **we** must consent in writing to the appointment of any solicitor or counsel who is to act for and on **your** behalf.
5. **you** shall notify us immediately about any summons or other process served upon **you** which may give rise to a claim under this extension.
6. any appeal can only commence if counsel has advised that it is more likely for an appeal to be successful than not.

What is not covered

No indemnity will be provided:

1. 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 2;
2. in respect of any proceedings which result from any deliberate act or omission of the **insured** or any ministers or officers of the **insured** 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;
3. in respect of fines or penalties of any kind including the costs of remedial or publicity orders or the steps required to be taken by such orders.

What is covered

15. Additional clean up costs

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.

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

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**.

Prosecution defence costs

What is covered

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

(a) legal costs and expenses incurred with **our** prior written consent;

(b) costs awarded against **you**

in connection with the defence of any criminal proceedings, or an appeal against a conviction arising from such proceedings, brought for a breach of:

- (1) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978;
- (2) Part II of the Consumer Protection Act 1987;
- (3) the Food Safety Act 1990;

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

What is not covered

We will not provide any indemnity:

(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 policy;

(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 of **your** ministers or officers;
- (ii) any **employed person** of **yours** who has specific responsibility for compliance with the above legislation;

which could reasonably have been expected to constitute a breach of the above legislation.

Limit of indemnity

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

7 Legal expenses

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

Note (not forming part of the policy):

To ensure an expert service the cover under this section has been arranged through DAS Legal Expenses Insurance Company Limited (DAS).

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

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

0345 601 2792

DAS will ask you about your legal issue and if necessary call you back to give you legal advice.

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

Please notify DAS 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 DAS' acceptance of a claim.

DAS Head and Registered Office:

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

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

Website: www.das.co.uk

DAS Law Limited Head and Registered Office:

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

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

Website: www.daslaw.co.uk

DAS Data Protection

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

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

Who DAS are

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

How DAS will use your information

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

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

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

What is DAS' legal basis for processing your information?

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

How long will your information be held for?

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

What are your rights?

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

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

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

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

Or via Email: dataprotection@das.co.uk

How to make a complaint

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

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

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

www.ico.org.uk

Definitions

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

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

Appointed representative

means the ***preferred law firm or tax consultancy***, law firm, accountant or other suitably qualified person ***we*** will appoint to act on the ***insured person's*** behalf in accordance with the terms of this section.

Charity Commission enquiry/enquiries

means an investigation carried out by the Charity Commission into ***your*** business accounts.

Costs and expenses

means

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

Countries covered

means

For **insured event 2** - Legal defence (excluding 2(e) - Statutory notice appeals) and insured event 6(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.

DAS

means DAS Legal Expenses Insurance Company Limited.

DAS Standard Terms of Appointment

means the terms and conditions (including the amount **we** will pay to the **appointed representative**) that apply to the relevant type of claim, which could include a conditional fee agreement (no win no fee). Where a law firm is acting as an **appointed representative** the amount is currently £100 per hour. This amount may vary from time to time.

Date of occurrence

means

- (1) For civil cases (other than under **insured event 7** - 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 (This is the date the event happened, which may be before the date **you** or an **insured person** first became aware of it.);
- (2) For criminal cases, the date the **insured person** began or is alleged to have begun to break the law;
- (3) For **insured event 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 3** - Statutory licence appeal, the date when **you** first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of or refuse to renew or cancel **your** licence or mandatory registration or British Standard Certificate of Registration.
- (5) For **insured event 7** - Tax protection, the date when HM Revenue & Customs or the relevant authority first notifies **you** of its intention to carry out an enquiry.
For **VAT disputes** or **employed compliance disputes**, the date the dispute arises following the issue of an assessment, written decision or notice of a civil penalty.
- (6) For **insured event 7(b)** - Tax protection for **Charity Commission enquiries**, the date **you** receive notification from the Charity Commission that they are to conduct an investigation.

Employer compliance dispute(s)

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

Insured event(s)

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

Insured person

means

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

Limit of indemnity

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

Please refer to the policy schedule for this amount.

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

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

Period of insurance

means the period for which **we** have agreed to cover **you**.

Preferred law firm or tax consultancy

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

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

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

Reasonable prospects

means:

- (1) For civil cases arising from all insured events (other than **insured events** 1 - Employment practices legal protection and compensation awards and 2 - Legal defence), the prospects that the **insured person** will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that **DAS** has agreed to including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal must be at least 51%.
DAS or a **preferred law firm or tax consultancy** on **DAS'** behalf will assess whether there are **reasonable prospects**;
- (2) For criminal cases, there is no requirement for there to be prospects of a successful outcome, however for appeals the prospects of a successful outcome must be at least 51%.

Tax enquiry

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

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

VAT dispute(s)

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

Cover

We will indemnify **you** (or where specified, the **insured person**) in respect of any **insured event** arising in connection with **your** activities, subject to the terms, conditions, exclusions and limitations set out in this section of the policy, provided that:

- (1) **reasonable prospects** exist for the duration of the claim, and
- (2) the **date of occurrence** of the **insured event** happens during the **period of insurance**, or
- (3) the **date of occurrence** of the **insured event** happens during the currency of a previous equivalent legal expenses insurance policy, provided that:
 - (a) the previous legal expenses insurance policy required **you** to report claims during its currency,
 - (b) **you** could not have notified a claim previously as **you** could not have reasonably been aware of the **insured event**,
 - (c) cover has been continuously maintained in force,
 - (d) **we** will not cover any claim that should have been reported under a previously operative legal expenses insurance policy,
 - (e) the available **Limit of Indemnity** shall be limited to the lesser of the sums payable under this or **your** previous policy, and
- (4) the **insured event** happens within the **countries covered**, and
- (5) any legal proceedings or investigation will be dealt with by one of the following within the countries covered:
 - a court
 - an employment tribunal or employment appeal tribunal
 - an arbitration proceeding where parties to a dispute appoint an arbitrator to determine the evidence and issue a decision which is recognised by and enforceable through a court
 - the Equality and Human Rights Commission or the Equality Commission for Northern Ireland
 - any other body which replaces any of the above or which **DAS** agree to.

What we will pay

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

- (1) the most **we** will pay for **costs and expenses** including compensation awards in respect of all claims resulting from one or more events arising at the same time or from the same originating cause is shown as the **Limit of Indemnity** in the policy schedule;
- (2) the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm or tax consultancy**
(The amount **we** will pay a law firm where acting as an **appointed representative** is currently £100 per hour - this amount may vary from time to time);
- (3) in respect of an appeal or the defence of an appeal, **you** must tell **DAS** within the time limits allowed that **you** want to appeal.
Before **we** pay the **costs and expenses** for appeals, **DAS** must agree that **reasonable prospects** exist;
- (4) in respect of an enforcement of judgment to recover money and interest due to **you** after a successful claim under this section of the policy, **DAS** must agree that **reasonable prospects** exist;
- (5) where an award of damages is the only legal remedy to a dispute, and the cost of pursuing legal action is likely to be more than any award of damages, the most **we** will pay in **costs and expenses** is the value of the likely award;

- (6) in respect of **insured event** 2(g) – 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 **you**, the court or tribunal pay to them.

What we will not pay

- (1) In the event of a claim if **you** decide not to use the services of a **preferred law firm or tax consultancy**, **you** will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **us**.
- (2) The first £500 of any contract dispute claim where the amount in dispute exceeds £5,000 (including VAT). If **you** are using a **preferred law firm or tax consultancy**, **you** will be asked to pay this within 21 days of **your** claim having been assessed as having **reasonable prospects**. If **you** are using your own law firm, this will be within 21 days of their appointment (following confirmation the claim has **reasonable prospects**). If **you** do not pay this amount, the cover for the claim could be withdrawn.

What is not covered

Applying to all insured events

- (1) Any claim reported to **DAS** more than 180 days after the date **you** should have known about the **insured event**.
- (2) **Costs and expenses** incurred before the written acceptance of a claim by **DAS**.
- (3) Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority other than compensation awards as covered under **insured event** 1(b) - Compensation awards and **insured event** 2(c) - Data protection.
- (4) Any legal action an **insured person** takes which **DAS** or the **appointed representative** have not agreed to or where the **insured person** does anything that hinders **DAS** or the **appointed representative**.
- (5) Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
- (6) Any **insured event** deliberately or intentionally caused by an **insured person**.
- (7) Any claim relating to rights under a franchise or agency agreement entered into by **you**.
- (8) A dispute with **us** or **DAS** not otherwise dealt with under Special Condition 8 of this section.
- (9) Any claim relating to a shareholding or partnership share in **you**.
- (10) **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** 6(b) - Personal injury.

- (11) Any claim where either at the start of, or during the course of a claim, **you**:
- (a) are declared bankrupt;
 - (b) have filed a bankruptcy petition;
 - (c) have filed a winding-up petition;
 - (d) have made an arrangement with **your** creditors;
 - (e) have entered into a deed of arrangement;
 - (f) are in liquidation;
 - (g) part or all of **your** affairs or property are in the care or control of a receiver or administrator.
- (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.

What is covered

1 Employment practices legal protection and compensation awards

(a) Employment practices legal protection *Costs and expenses* to defend *your* legal rights:

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

(b) Compensation awards

Where *DAS* 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 or damages following a breach of *your* statutory duties under employment legislation.

Provided that:

the compensation is awarded by a court or tribunal or through the ACAS Arbitration Scheme under a judgment made after full argument and otherwise than by consent or default or is payable under settlement approved in writing in advance by *DAS*.

What is not covered

For (a) Employment practices legal protection cover:

- (i) Employee internal disciplinary or grievance procedures.
- (ii) Any claim in respect of damages for personal injury or loss of or damage to property.
- (iii) Any claim arising from or relating to Transfer of Undertakings Regulations (TUPE) or the Transfer of Employment (Pension Protection) Regulations.

For (b) Compensation awards cover:

- (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 a contract of employment or a statutory provision.
- (iii) Any award ordered because *you* have failed to provide relevant records to employees under National Minimum Wage legislation.
- (iv) Any compensation award or increase in compensation award relating to failure to comply with a current or previous recommendation made by a tribunal.
- (v) A settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure.

What is covered

(c) Employee civil legal defence

Costs and expenses to defend the *insured person's* (other than *your*) legal rights, if an event arising from their work as an employee leads to civil action being taken against them:

- (1) under legislation for unlawful discrimination, or
- (2) as trustee of a pension fund set up for the benefit of *your* employees.

We will only provide cover for an *insured person* (other than *you*) at *your* request.

(d) Service occupancy

Costs and expenses to pursue a dispute with an employee or ex-employee to recover possession of premises owned by or for which *you* are responsible.

2 Legal defence

Costs and expenses to 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, Local Authority Health & Safety Enforcement Office, Environment Agency and/or Local Council where it is alleged that the *insured person* has or may have committed a criminal offence.

(b) Criminal prosecution defence

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

Provided that:

for claims relating to the Health and Safety at Work etc. Act 1974, the ***countries covered*** shall be any place where the Act applies.

We will only cover criminal investigations and/or prosecutions which arise in direct connection with *your* activities. Please see Cover.

What is not covered

For (d) Service occupancy cover:

- (i) Any claim relating to defending *your* legal rights, other than defending a counter-claim.

For (a) Criminal pre-proceedings cover:

- (i) Any criminal investigation or enquiry by, with, or on behalf of, HM Revenue & Customs.
- (ii) Any claim relating to a parking offence.

For (b) Criminal prosecution defence cover:

- (i) Any claim relating to a parking offence.

What is covered

(c) Data protection

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

- (1) An individual.
We will also pay any compensation award, up to the *limit of indemnity*, in respect of such a claim.
- (2) A data controller and/or data processor, which arises out of, or relates to, a claim made by an individual for compensation against that data controller and/or data processor.
We will not pay any compensation award in respect of such a claim.

Provided that:

In respect of (c)(1), any sum of money in settlement of a dispute is awarded by a court under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in advance by *us*.

We will not cover the cost of fines imposed by the Information Commissioner, or any other regulatory and/or criminal body.

(d) Wrongful arrest

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

(e) Statutory notice appeals

An appeal against the imposition or terms of any Statutory Notice issued under legislation affecting *your* activities.

(f) Party Walls Act

An appeal against an award made under the Party Walls Act.

We will also pay for:

(g) Jury service and court attendance

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*.

What is not covered

For (c) Data protection cover:

Any claim relating to:

- (i) the loss, alteration, corruption or distortion of, or damage to stored personal data; or
- (ii) 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 program that contains any malicious or damaging code, computer virus or similar mechanism.

For (e) Statutory notice appeals cover:

- (i) Any Statutory Notice issued by an *insured person's* regulatory or governing body.
- (ii) Any appeal against the imposition or terms of any Statutory Notice issued in connection with *your* licence, mandatory registration or British Standard Certificate of Registration.

What is covered

Provided that:

for each of the above sections of **insured event** 2 – Legal defence, **you** request that **DAS** provides cover for the **insured person**.

3 Statutory licence appeal

Costs and expenses in appealing to the relevant statutory or regulatory authority, court or tribunal following a decision by a licensing or regulatory authority to suspend or alter the terms of or refuse to renew or cancel **your** licence or mandatory registration or British Standard Certificate of Registration.

4 Contract disputes

Costs and expenses in a contractual dispute arising from that agreement, or that alleged agreement, which has been entered into by **you**, or on **your** behalf, for the purchase, hire, sale or provision of goods or of services.

Provided that:

- (1) the amount in dispute exceeds £250 (including VAT).
- (2) If the amount in dispute exceeds £5,000 (including VAT) **you** must pay the first £500 of any claim.
If **you** are using a **preferred law firm**, **you** will be asked to pay this within 21 days of the claim having been assessed as having **reasonable prospects** – if **you** do not pay this amount, cover could be withdrawn.
If **you** are using **your** own law firm, this will be within 21 days of their appointment, following confirmation the claim has **reasonable prospects**.
- (3) if the dispute relates to money owed to **you**, a claim under this section is made within 90 days of the money becoming due and payable.
- (4) if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £250 (including VAT).

What is not covered

- (i) Assistance with the application process either in relation to an original application, or application for renewal of, a statutory licence or mandatory registration or British Standard Certificate of Registration.
- (ii) Any licence appeal relating to the ownership, driving or use of a motor vehicle.
- (i) Unless equivalent legal expenses insurance was continuously in force immediately prior to the inception of this section of the policy, any dispute arising from an agreement entered into prior to the start of this section if the **date of occurrence** is within the first 90 days of the cover provided by this section of the policy.
- (ii) Any claim relating to the following:
 - (a) A dispute over the settlement amount payable under an insurance policy (**we** will cover a dispute if **your** insurer refused **your** claim, but not for a dispute over the amount).
 - (b) The
 - sale
 - purchase
 - terms of a lease
 - licence
 - tenancyof land or buildings, other than a dispute with a professional adviser in connection with these matters.
 - (c) A loan, mortgage, pension, guarantee, or any other financial product and choses in action.
 - (d) A motor vehicle owned by, or hired by, or leased to **you**, other than agreements relating to the sale of motor vehicles where **you** are engaged in the business of selling motor vehicles.
- (iii) A dispute with an employee or ex-employee which arises out of or relates to a contract of employment with **you**.

What is covered

5 Debt recovery

Costs and expenses in a dispute relating to the recovery of money and interest due from the sale or provision of goods or services, including enforcement of judgments.

Provided that:

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

What is not covered

- (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 **your** 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.
-
- (i) Unless equivalent legal expenses insurance was continuously in force immediately prior to the inception of this section of the policy, any debt arising from an agreement entered into prior to the start of this section of the policy if the debt is due within the first 90 days of the cover proved by this section of the policy.
 - (ii) Any claim relating to the following:
 - (a) The settlement payable under an insurance policy.
 - (b) The
 - sale
 - purchase
 - terms of a lease
 - licence
 - tenancyof land or buildings.
 - (c) A loan, mortgage, pension, guarantee, or any other financial product and choses in action.
 - (d) A motor vehicle owned by, or hired by, or leased to **you**, other than agreements relating to the sale of motor vehicles where **you** are engaged in the business of selling motor vehicles.
 - (iii) A dispute which arises out of the supply, hire, sale, or provision of computer hardware, software, systems or services.
 - (iv) The recovery of money and interest due from another party, where the other party intimates that a defence exists.
 - (v) Any dispute which arises from debts **you** have purchased from a third party.

What is covered

6 Property protection and personal injury

(a) Property protection

Costs and expenses in a civil dispute relating to material property which is owned by **you** or **your** responsibility, provided that **you** have 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 (meaning any unlawful interference with **your** use or enjoyment of **your** land, or some right over, or in connection with it); or
- (3) a trespass.

(b) Personal injury

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

What is not covered

For (a) Property protection cover:

Any claim relating to the following:

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

For (b) Personal injury cover:

Any claim relating to the following:

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

What is covered

7 Tax protection

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

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

Provided that:

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

What is not covered

Any claim:

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

Special conditions

- (1) (a) On receiving a claim, if representation is necessary, **DAS** will appoint a **preferred law firm or tax consultancy** as **your appointed representative** to deal with **your** claim.
They will try to settle **your** claim by negotiation without having to go to court.
(b) If the appointed **preferred law firm or tax consultancy** cannot negotiate settlement of **your** claim, and it is necessary to go to court and legal proceedings are issued, or there is a conflict of interest, then **you** may choose a law firm or tax expert to act as the **appointed representative**.
DAS will choose the **appointed representative** to represent **you** in any proceedings where **we** are liable to pay a compensation award.
(c) If **you** choose a law firm as **your appointed representative** who is not a **preferred law firm or tax consultancy**, **DAS** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm or tax consultancy**.
However, if they refuse to act on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to the **DAS Standard Terms of Appointment**.
The amount **we** will pay a law firm (where acting as the **appointed representative**) is currently £100 per hour.
This amount may vary from time to time.
(d) The **appointed representative** must co-operate with **DAS** at all times and must keep **DAS** up to date with the progress of the claim.
- (2) An **insured person** must
 - (a) co-operate fully with **DAS** and the **appointed representative**;
 - (b) give the **appointed representative** any instructions that **DAS** ask them to.
- (3) (a) An **insured person** must tell **DAS** if anyone offers to settle a claim and must not negotiate or agree to any settlement without written consent from **DAS**.
(b) If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.
(c) **We** may decide to pay an **insured person** the reasonable value of the claim that the **insured person** is claiming, or is being claimed against them, instead of starting or continuing legal action.
In these circumstances, an **insured person** must allow **DAS** to take over and pursue or settle a claim in their name.
An **insured person** must allow **DAS** to pursue at **our** expense and for **our** benefit, any claim for compensation against any other person and an **insured person** must give **DAS** all the information and help **DAS** need to do so.
- (4) (a) An **insured person** must instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **DAS** ask for this.
(b) An **insured person** must take every step to recover **costs and expenses** and court attendance and jury service expenses that **we** have to pay and must pay us any amounts that are recovered.
- (5) If the **appointed representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses the **appointed representative** without good reason, the cover **we** provide will end immediately, unless **DAS** agree to appoint another **appointed representative**.
- (6) If an **insured person** settles a claim or withdraws their claim without **DAS**' agreement, or does not give suitable instructions to the **appointed representative**, **we** can withdraw cover and will be entitled to reclaim any **costs and expenses** **we** have paid.

- (7) **DAS** may require **you** to get, at **your** own expense, an opinion from an expert that **DAS** consider appropriate on the merits of the claim or proceedings or on a legal principle.

The expert must be approved in advance by **DAS** and the cost agreed in writing between **you** and **DAS**.

Subject to this, **we** will pay the cost of getting the opinion, if the expert's opinion indicates that it is more likely than not that **you** will recover damages (or obtain any other legal remedy that **DAS** have agreed to) or make a successful defence.

- (8) If there is a disagreement between **you** and **DAS** about the handling of a claim and it is not resolved through **DAS'** internal complaints procedure, **you** can contact the Financial Ombudsman Service for help.

This is a free arbitration service for eligible consumers, small businesses, charities and trusts. (details available from www.financial-ombudsman.org.uk).

If the dispute is not covered by the Financial Ombudsman Service, there is a separate arbitration process available. The arbitrator will be a barrister, solicitor or other suitably qualified person chosen jointly by **you** and **DAS**. If there is a disagreement over the choice of arbitrator, **DAS** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between **you** and **DAS**, or may be paid by either **you** or **DAS**.

- (9) An **insured person** must

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

- (10) All Acts of Parliament mentioned in this section of the policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands, as appropriate.

8 Personal accident

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

Guidance note (not forming part of the policy)

Under 'What is not covered', part (f) we list some high risk sports and activities for which we will not automatically provide cover under this section. However, there are other unconventional sports or activities which we have not listed but which are generally considered to be hazardous.

Whilst it is impossible to provide an exhaustive list of such activities, we consider them to be excluded on the basis of (g), 'What is not covered', i.e. wilful exposure to needless peril.

If you are in any doubt about any activity which an Insured person wants to take part in please contact us and we will advise you if the personal accident cover is affected.

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

Bodily injury or injuries caused by an accident or assault (and not by any gradual cause) or exposure to the natural elements which within 104 weeks from the date of the accident, assault or exposure is the sole cause of the death or disablement of the ***insured person***.

Act of terrorism

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

Insured person(s)

- (a) Ministers whether on duty or not in the ***geographical limits*** or whilst temporarily outside the ***geographical limits***.
- (b) Employees, church officials and ***authorised volunteers*** all acting under ***your*** authority whilst engaged in ***your*** church business or authorised activities in the ***geographical limits***.
- (c) Children aged 3 or over taking part in activities organised by the ***Insured*** anywhere in the ***geographical limits***.
- (d) Any member of a party travelling with ***your*** knowledge and authority on a tour organised by ***you***.

Loss of eye(s)

Total and irrecoverable loss of sight in one or both eyes.

Loss of limb(s)

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

Permanent total disablement

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

Temporary total disablement

Disablement from carrying out the ***insured person's*** normal church duties (or in the case of persons under 16 disablement from participating in the ***insured person's*** normal activities with ***you***).

What is covered

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

What is not covered

- (i) **Accidental bodily injury** resulting from the following:
- (a) Any criminal act by an **insured person**.
 - (b) Insanity, suicide or attempted suicide.
 - (c) The use of alcohol or drugs by the **insured person**.
 - (d) Any health problem which **you** or the **insured person** know of or should have known about at the start of the insurance or when it was renewed and which has not been accepted by **us** in writing.
 - (e) Childbirth or pregnancy.
 - (f) The following:
 - Aqualung diving;
 - Flying (except as a fare-paying passenger), hang-gliding or parachuting;
 - Hunting on horseback, polo, show jumping or steeple chasing;
 - Driving, riding or sailing in any kind of race;
 - Riding motor cycles or motor scooters as a driver or passenger;
 - Winter sports other than curling or ice-skating;
 - Mountaineering, cliff or rock climbing, abseiling, subterranean or elastic rope sports or activities;
 - Playing in any sport professionally;
 - Service in the armed forces.
 - (g) Wilful exposure to needless peril (except in an attempt to save human life).
- (ii) **Accidental bodily injury** directly or indirectly caused or contributed to by an **act of terrorism** involving the use or release or the threat thereof of any nuclear weapon, device or chemical or biological agent regardless of any contributory cause.
- If **we** allege that by reason of this exclusion any **accidental bodily injury** is not covered by this policy the burden of proving the contrary shall be upon **you**.

Extensions

What is covered

1. Medical and other expenses

- (a) Medical, dental or surgical expenses incurred by the **insured person** up to £2,500;

and

- (b) **Damage to personal effects**, if not insured elsewhere under this policy up to £1000; arising from **accidental bodily injury** for which benefit is paid under this section.

2. Loss of deposits

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

Limit

Any one person £500.

3. Assault

If any minister, employee, **authorised volunteer** or other representative of **yours** is assaulted whilst engaged in **your** church business or authorised activities within the **geographical limits we** will pay up to £5,000 for medical, dental or surgical expenses incurred. This is in addition to any amount that may be payable under extension 1 above.

What is not covered

Any claim arising from **accidental bodily injury** or illness which results from causes described in (i) and (ii) of 'What is not covered'.

9. Terrorism

The schedule will show if this section applies

Definitions

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

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

Act of terrorism

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

Business interruption

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

Computer systems

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

Data

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

Denial of service attack

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

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

Event

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

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

Hacking

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

Losses

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

Nuclear installation

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

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

Nuclear reactor

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

Phishing

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

Property

means all property whatsoever but excluding:

1. any property which is occupied as a private residence and which is
 - a. a private dwelling house; or
 - b. self-contained unit insured as part of a block of units i.e. a block of flats;unless such property
 - i. is not insured in the name of a private individual;
 - ii. is insured in the name of a **sole trader** or a trustee or an executor of a will and is not occupied by such persons or by any beneficiary of the trust or will in question;
 - iii. is of mixed residential and commercial usage and the commercially occupied portion of the property exceeds 20% (as defined by **us**) of the whole of such building.
2. property including fine art collections which are the subject of
 - a. a trust of any kind; or
 - b. an executorship of a 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.

What is covered

We will pay **you** for:

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

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

Provided always that the insurance by this section is:

- 1.** not subject to
 - a.** any of the General exclusions of this policy;
 - b.** any long term agreement or undertaking which may otherwise apply;
 - c.** any terms in this policy which provide for adjustments of premium.
- 2.** subject
 - a.** otherwise to all the terms, provisions, definitions and conditions of this policy except where expressly varied within this section;
 - b.** to a maximum period of insurance of 12 months from the inception or renewal date of this policy.

Any subsequent period of cover provided by this section whether for 12 months or less is deemed to constitute a new period of insurance provided that:

 - i.** no subsequent period of insurance by this section shall extend beyond the next renewal date of this policy;
 - ii.** the renewal premium due in respect of this section has been received by **us**.

What is not covered

We will not be liable for any losses whatsoever:

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

Basis of settlement

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

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

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

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

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

Extension for act of terrorism triggered by remote digital interference

Definitions specific to this extension

Property/Property insured

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

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

Specific events

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

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

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

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

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

Condition

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

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

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

Baptist Insurance Company PLC
Benefact House,
2000 Pioneer Avenue,
Gloucester Business Park,
Brockworth, Gloucester,
GL3 4AW, United Kingdom

Tel: 0345 070 2223

Fax: 0345 604 4486

Email: enquiries@baptist-ins.com

For Legal expenses complaints

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

Tel: 0344 893 9013

Email: customerrelations@das.co.uk

Our promise to you

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

If this is not possible:

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

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

The Financial Ombudsman Service
Exchange Tower
London E14 9SR

Tel: 0800 0 234 567

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

Web: www.financial-ombudsman.org.uk

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

The Financial Services Compensation Scheme (FSCS)

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

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

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

www.fscs.org.uk

or write to:

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

Tel: 0207 741 4100 or 0800 678 1100

Fax: 0207 741 4101

Email enquiries@fscs.org.uk

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

Notes

Notes

Notes

This contract is underwritten by:
The Baptist Insurance Company PLC.

Our FCA register number is 202032.
Our permitted business is general insurance.

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

www.fca.org.uk/register

or by contacting the FCA on

0800 111 6768



BaptistInsurance
For Peace of Mind

Telephone 0345 070 2223
Email enquiries@baptist-ins.com
Website: www.baptist-insurance.co.uk
Address The Baptist Insurance Company PLC,
Benefact House,
2000 Pioneer Avenue,
Gloucester Business Park,
Brockworth, Gloucester,
GL3 4AW, United Kingdom

The Baptist Insurance Company PLC (BIC) Reg. No. 83597. Registered in England at Benefact House, 2000 Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW, United Kingdom. BIC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 202032.

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