



Church Choice

Insurance for your
place of worship



Congregational





Welcome to Congregational

This church choice policy offers insurance cover specifically designed for places of worship. It provides insurance for your property, liabilities and a wide range of outreach activities.

We have a genuine and in-depth understanding of the evolving insurance issues faced by churches and we pride ourselves in responding to queries with maximum care and empathy. Our business priority is to provide good value and exemplary service. We actively listen to customers and use customer survey data to ensure that we meet customers' needs and constantly look for ways to improve the quality of our service.

You should take some time to read through this booklet as it contains details about your policy cover; some important information; guidance on how to make a claim as well as essential contact details. Your schedule contains the sections of cover you have chosen. We have based your policy on the details you have provided. Please do check to make sure the cover continues to meet the needs of your church. Please keep this booklet safe along with your schedule and any notices issued to you.

Thank you for choosing Congregational, we look forward to providing you with insurance cover for many years to come.

Carlo Cavaliere
Chief Executive

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you.

For further information on the FSCS, please visit www.fscs.org.uk or by contacting:
Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

☎ 0800 678 1100 or 0207 741 4100

✉ enquiries@fscs.org.uk



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Changes to your policy

If you need advice on policy cover or wish to make amendments to your policy such as change of address or the sums insured please contact your broker or intermediary, alternatively contact:

Church department

✉ church@congregational.co.uk
☎ 01274 700 700

Claims

✉ claims@congregational.co.uk
☎ 01274 700 700

Section 7 – legal protection claims
Underwritten by DAS Legal Expenses
Insurance Company Limited

✉ newclaims@das.co.uk
☎ 0800 1388 114

General enquiries

✉ info@congregational.co.uk
☎ 01274 700 700

Calls may be recorded for training and monitoring purposes.

Offices open 9.00am to 5.00pm Monday to Friday excluding bank holidays. Please note claims cannot be registered outside these hours of business.

Congregational is a trading name of Integra Insurance Solutions Ltd. All communications regarding your policy or claims will be handled by Integra.

Address

Congregational, Integra Insurance Solutions Ltd., Currer House, Currer Street, Bradford BD1 5BA

Typetalk

As well as our standard telephone service you can contact us via Typetalk. To use this service type the prefix 18001 before the telephone number you are wishing to contact. Our main switchboard number will be 1800101274700700

Other formats

Literature and communications can be provided in the following alternative formats: Braille, large print and audio tape. If you require documents in these formats, please contact your broker or intermediary, alternatively call the church department on 01274 700 700.

Helpline numbers

The helpline services provide customers with easy access to advice and guidance to deal with all kinds of events and emergencies occurring within the United Kingdom. These services are available free of charge during the period of insurance. Calls to helplines are free from UK landlines and mobile phones.

☎ 0800 1388 114

Emergency assistance, eurolaw legal advice service, tax advice service

☎ 0800 1388 115

Counselling helpline

☎ 0800 1388 116

Glass replacement service

See page 7 for further details.



If you require any assistance on policy cover or wish to make amendments to your policy, you should contact your broker or intermediary that arranged this policy or the church department.

Congregational is a trading name of Integra Insurance Solutions Ltd.

This policy is underwritten by:

International Insurance Company of Hannover SE UK Branch
Branch Office: 10 Fenchurch Street, London EC3M 3BE

International Insurance Company of Hannover SE is registered in Germany, registration number HRB 211924.
Registered Office: Roderbruchstraße 26, 30655 Hannover, Germany.

Authorised by the Bundesanstalt für Finanzdienstleistungsaufsicht and authorised and subject to limited regulation by the Financial Conduct Authority. Financial Services Register No. 659331.

Details about the extent of our authorisation and regulation by the Financial Conduct Authority are available from us on request.

This policy is administered by:

Integra Insurance Solutions Ltd.

Registered Office: Currer House, Currer Street, Bradford BD1 5BA
Registered in England and Wales Registered Number 06760260.

Authorised and regulated by the Financial Conduct Authority. Financial Services Register No. 495111.

All communications including policy information, complaints and claim notifications should be referred to Integra.

Your responsibilities

Any proposal including any additional information supplied or declaration signed by you in connection with this insurance will form part of the agreement between you and us.

It is essential that you provide us with a fair representation of the risks we are accepting when applying for cover. It is also important that you advise your broker, intermediary or the church department of any changes which occur during the period of insurance which may alter information previously provided. If you are in doubt as to whether you need to disclose information to us then this should be declared.

This means you may need to make enquiries with all church officials and advisers to ensure that you have declared all necessary information.

It is essential to keep your church in a good condition and take reasonable steps to avoid theft, loss or damage. Your policy is intended to cover you against unforeseen events like fire or theft. It does not cover 'wear and tear' or gradual deterioration such as defective rendering, repointing chimneys or brickwork, general roof maintenance or damp and rot arising from any cause. Areas commonly prone to 'wear and tear' on a building include guttering, flat roofs, fascia boards and boundary walls. These should all be checked on a regular basis.

It is also your responsibility to prove any loss therefore we recommend that you keep receipts, valuations, photographs, instruction booklets and guarantee cards to help with any claim you make.

Changes to your circumstances

Almost certainly your needs will change, if they do, please let your broker, intermediary or the church department know. An updated schedule will be sent to you each time an alteration is made to the cover.

You must tell us of any change of circumstances after the start of the insurance which increases the risk of damage, injury or liability; including occupancy, change in use of the premises or if structural alterations or repairs to the buildings are planned. Please see condition '6. duty of fair representation' on page 12 for more details.

Cancellation

You may cancel your policy within 14 days from the day of purchase or renewal of the contract or the day on which you receive your policy or renewal documentation, whichever is later.

If you wish to cancel and the insurance cover has not yet commenced, you will be entitled to a full refund of the premium paid. Alternatively, if you wish to cancel and the insurance cover

has already commenced, you will be entitled to a refund of the premium paid, less a proportionate deduction for the time we have provided cover.

For more details about cancelling your policy please see condition '8. cancellation' on page 13 for more details.

Principle elements of your policy

The policy consists of the following principal parts:

Claims conditions

Your duties and our rights which define what actions you must take and how we will deal with claims, see page 14.

Conditions which apply to the whole policy

Fundamental matters which affect the way the whole policy operates, see pages 12-13.

Definitions

Explanation of the specific meaning of a number of words which, wherever they appear in the policy, always have the same meaning. Where a word with a specific meaning is used it will be printed in bold type.

Exclusions which apply to the whole policy

Description of events, circumstances or occurrences which are not covered under any part of the policy.

Schedule

Which describes who is insured, the location of the premises covered by the policy, the period of insurance, details of the premium, the operative sections which you have chosen. In addition it details the expiry date of any long term undertaking, the amounts insured by the individual sections, any particular terms and conditions applying and any endorsement(s) or addition(s) amending this policy wording.

Sections

Which give precise details of the cover you have chosen subject to any variation by endorsement(s) shown in your schedule or by separate document, together with any specific terms and conditions applying to that section.

Protecting your church

We understand that your church is an important part of your community and we want to help you protect your place of worship. Not just when things go wrong, we want to help you prevent problems before they arise.

Our online resource 'Safer Places of Worship' gives church policyholders instant access to information on how to best protect their church buildings. It outlines practical steps to ensure a safer environment for worship and other church-related activities.

It offers churches guidance in areas such as health and safety, security measures, fire prevention and legal requirements that may affect the day-to-day maintenance of churches. It also contains links to other related sites and documents to give more detailed information on specific matters.

www.spow.co.uk



In the first instance you may wish to contact your broker or intermediary, alternatively contact the claims department directly.

You can download a claim form and find further guidance notes on submitting your claim at: www.congregational.co.uk

Conditions that apply to the policy in the event of a claim are set out in this policy booklet (see page 14). It is important that you comply with all policy conditions and you should familiarise yourself with any requirements.

To make a claim you are required to provide evidence and reasonable assistance regarding the cause and value of any claim.

- If the loss or damage is extensive i.e. fire or flood, please contact your broker, intermediary or the claims department as soon as possible during office hours on 01274 700 700, in order that a loss adjuster can be appointed. The adjusters will normally contact you the same day to make an appointment.
- If emergency temporary repairs are necessary to protect your property or prevent further damage please proceed as soon as possible and submit the appropriate invoices. Please note we will only pay these costs if you have a valid claim.
- Do not dispose of any damaged property as it may be necessary for it to be inspected.
- For damage to, or theft of contents please send original receipts where possible for the items and/or estimates for replacements.
- Depending on the nature of your claim we may need to appoint a supplier or loss adjuster to assist with the validation and settlement of the claim.
- Complete a claim form and send it to us with any estimates, accounts and supporting documentation.
- If your claim relates to liability you must not admit any liability. Contact Congregational immediately if anyone makes a claim upon you and send any writ or summons, unanswered.

Contact claims

📧 claims@congregational.co.uk

☎️ 01274 700 700

Offices open 9.00am to 5.00pm Monday to Friday excluding bank holidays. Please note claims cannot be registered outside these hours of business.

As well as our standard telephone service you can contact us via Tynetalk. To use this service type the prefix 18001 before the telephone number you are wishing to contact. Our main switchboard number will be 1800101274700700

Address:

Claims department, Congregational, Currer House, Currer Street, Bradford BD1 5BA

Congregational is a trading name of Integra Insurance Solutions Ltd.

All communications regarding your policy or claims will be handled by Integra.

Legal Protection claims under section 7

Underwritten by DAS Legal Expenses Insurance Company Limited

☎️ 0800 1388 114

You will be asked about your legal dispute and if necessary called back at an agreed time to give you legal advice.

DAS will give you a claims reference number. At this point they will not be able to tell you whether you are covered but will pass the information to their claims handling teams and explain what to do next.

If you prefer to report your claim in writing, you can send it to:

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

☎️ newclaims@das.co.uk



An additional benefit of taking out a policy with Congregational is the after sales help and advice services. This provides policyholders with easy access to a number of helplines for many different types of events and emergencies occurring in the UK.

Please do not use these services to report an insurance claim or chase the progress of an existing claim, call Congregational on 01274 700 700. Offices open 9.00am – 5.00pm Monday to Friday excluding bank holidays.

0800 1388 114 - church helpline

The helpline services are provided by DAS Legal Expenses Insurance Company Limited (DAS). DAS cannot accept responsibility if the helpline services are unavailable for reasons they cannot control. To help deal with your query speedily and efficiently, please have your policy number ready when calling.

The helpline provides assistance with the following:

Emergency assistance

In the event of an emergency (which might not be insured) affecting your premises which causes damage or potential danger DAS will contact a suitable contractor or repairer and arrange assistance on your behalf. All costs of assistance provided are your responsibility although if we accept a claim for damage arising from the emergency such charges will be paid by us subject to the policy terms and conditions.

Legal advice

DAS will give you free confidential legal advice over the phone on any general commercial legal problem affecting you under the laws of the member states of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

Tax advice service

DAS will give you free confidential advice over the phone on any tax matters affecting you, under the laws of the United Kingdom.

0800 1388 115 - counselling helpline

DAS will provide all your employees, including any member of their immediate family (who permanently lives with them), a confidential counselling telephone service and where appropriate onward referral to relevant voluntary and/or professional services. All costs of further assistance will be your responsibility.

0800 1388 116 - glass replacement service

The glass replacement service is provided by a third party supplier.

Broken glass in external doors and windows is unsightly and inconvenient. It also presents a security risk.

Your broken glass can be replaced at a time convenient to you. In most instances breakage of glass will be covered under your church insurance policy, please check your schedule for details. Alternatively contact your broker, intermediary or the church department.

If your policy does not provide cover for damage to glass you are able to use this service, but you will be responsible for all costs incurred. If your policy terms require you to pay an excess, or if you are VAT registered, you will be invoiced directly by the supplier for these items. To use an alternative repairer will not affect your right to claim.

Please note

To help maintain and improve standards of service all telephone calls are recorded, except those made to the counselling helpline which is a completely confidential service.

The helpline services are available 24 hours a day 7 days a week during the period of insurance.



Congregational is a trading name of Integra Insurance Solutions Ltd.

All communications regarding complaints are administered by Integra.

Our aim is to provide an excellent service to customers at all times. However, Integra understands that, from time to time, we may not live up to our own high standards and we recognise that occasionally things do go wrong. Whenever this happens, we welcome your feedback to ensure that we provide the kind of service you expect.

Policy complaints:

☎ 01274 700 700

✉ church@congregational.co.uk

Claims complaints:

☎ 01274 700 700

✉ claims@congregational.co.uk

All other complaints:

☎ 01274 700 700

✉ info@congregational.co.uk

Congregational complaints, Integra Insurance Solutions Ltd., Currer House, Currer Street, Bradford BD1 5BA.

All complaints are taken seriously and resolved promptly and fairly. Every complaint is diligently recorded, swiftly dealt with and the outcome noted. Full details of our complaints procedure can be found on our website www.congregational.co.uk or printed copies are available on request.

If, after making a complaint to us, we have either:

- not provided you with a final decision within 40 working days; or
- you are unhappy with our final decision and feel the matter has not been resolved to your satisfaction, you may be able to take your complaint to the Financial Ombudsman Service.

A complaint referred to the ombudsman must normally be made within six months of receipt of a final written response or summary resolution communication being issued.

Financial Ombudsman Service

Customer helpline

Open Monday to Friday – 8.00am to 8.00pm
Saturday - 9.00am to 1.00pm.

☎ 0800 023 4 567

calls to this number are free on mobile phones and landlines.

☎ 0300 123 9 123

calls to this number cost no more than calls to 01 or 02 numbers.

These numbers may not be available from outside the UK - please call +44 20 7964 0500 when abroad.

Address

Financial Ombudsman Service, Exchange Tower,
London E14 9SR

Email and website

✉ complaint.info@financial-ombudsman.org.uk
www.financial-ombudsman.org.uk



Buildings valuation

Accurately assessing the rebuilding costs of churches is a difficult problem. We are able to offer church choice policyholders a buildings valuation service. Our surveyors can assist you in the assessment of the insurance value for your buildings, as well as offering advice on such matters as security, fire precautions, etc.

Inflation protection

We will adjust the sums insured under section 1a - property damage and section 2 - extended cover for special items of the policy in line with an appropriate price index.

We will not charge you for increases, nor repay you for any decreases, made to the sums insured as a result of 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 the damage to the time of the resulting claim being settled, up to a maximum increase in sums 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.

Long term undertaking (LTU)

If this policy is subject to a long term undertaking (LTU) it means that you have agreed, in return for a discount off the premium, to offer to renew the policy with us for an agreed number of years. If an LTU is in force the expiry date of the agreement is shown in your schedule. If you are unsure if an LTU is in force please contact your intermediary or the church department.

LTUs are freely negotiated and legally binding contracts between you and us, providing to you the long term reassurance that the rating and terms applying to your policy will not change during the currency of the LTU unless there is a material change in risk. If there is a material change in risk we will negotiate with you about continuing the LTU. If there is no material change in risk but at renewal date we increase the rating or impose more onerous terms without your agreement then we will have broken the contract. If renewal is offered by us at the same or lower rating and terms applying at the expiry of the period of insurance then the contract is not broken and you must offer to renew the policy with us up to the expiry date of the LTU contract.

The wording of the LTU is shown in "conditions which apply to the whole policy" on page 13. If you are unsure if either you or we have broken an LTU you should discuss the matter with us. If this policy has been arranged with us without using the services of an insurance broker, agent or other intermediary but you subsequently decide to use one, you must tell them of the existence of an LTU. Similarly, if you approach any other insurer to quote for any part of the insurance covered by this policy, you should tell them of the existence of an LTU.

Law applicable to the policy

Unless we and you have agreed otherwise in writing:

- i sections 1a to 6 of this policy shall be governed and construed in accordance with English Law unless the premises are located in Scotland in which case Scottish Law shall apply;
- ii section 7 of this policy shall always be governed by and construed in accordance with English Law.

More than one premises insured

If more than one premises is insured under this policy the terms, conditions, exclusions and limitations of the policy apply separately to each premises as if each were insured by a separate policy.

No claims discount

If you have had one or more claims free years on this policy, or on a previous policy, you will be eligible for a discount shown on the undernoted scale. The discount will be increased automatically up to the maximum after each consecutive claim free year. If a claim is made under any section the discount reduces to nil.

The amount (%) of your discount is shown in your schedule.

No claims discount

Claims free years	0	1	2	3
Discount	0%	5%	10%	15%

Value added tax (VAT)

When calculating your sums insured you should include VAT to the extent that you have to pay it. Individual circumstances dictate whether or not repair work following damage is zero-rated but it is highly likely that most repair work will attract VAT at the standard rate. You should consult your professional advisers or HM Revenue & Customs if you require advice on VAT. Sums insured can be affected considerably by VAT. A possible consequence of calculating them incorrectly could be that claims payments might be reduced because of the operation of average (see section 1a, clauses 7 and 8 on page 26). Any valuation of your buildings provided by us always includes VAT at the standard rate.



How we use your information

All data supplied whether personal or non-personal will be processed and handled in accordance with the Data Protection Act 1998. The information supplied by you may be held and passed to other insurers and reinsurers for underwriting and claims purposes.

Secure technology and procedures are used to help protect your information from inappropriate use and these will be revised and updated as new technology becomes available. The underwriters and Integra Insurance Solutions Ltd, as the administrators, may use your information for underwriting purposes, statistical analysis, management information, market research, risk management and testing to ensure the integrity of systems. Your information will only be shared where required or allowed to do so by law.

Policy administration

In order to administer your insurance policy and any claims made against the policy, personal information may be shared with relevant third parties such as loss adjusters, lawyers and other professionals. If your information is transferred, it will be appropriately protected.



The following words or phrases have a specific meaning. The definitions below will apply wherever they appear in bold type in your policy wording. The definitions also apply when used in **your schedule** or **endorsement**.

Buildings

The buildings at the **premises** built of brick, stone or concrete and roofed with slates, tiles, concrete, metal or slabs composed of incombustible material unless otherwise advised to **us**.

Buildings includes its permanent fixtures and fittings, fixed heating and lighting installations, windows (including coloured, painted, engraved or stained glass windows), car parks, solar panels, wind turbines, satellite television receiving equipment, television or radio aerials, aerial fittings or masts, external fuel storage tanks, small outbuildings and lychgates irrespective of their construction, boundary walls, fences, gates, notice boards, paths, drives and paved areas and, so far as they are regarded as immovable, integral fittings and fixtures of the building, fonts, pulpits, panelling, screens and pews all belonging to **you** or for which **you** have accepted legal responsibility.

Company/we/our/us

International Insurance Company of Hannover SE UK Branch.

Please refer to page 4 - 'your insurance policy' for further information.

Contents

Furniture, furnishings, musical instruments, organs, fixed and unfixed audio visual equipment, consumable goods and all other contents, including movable fonts, pulpits, panelling, screens and pews, in the **buildings** at the **premises** and all belonging to **you** or for which **you** have accepted legal responsibility.

Contents does not include:

- i money, credit or debit cards, other negotiable instruments;
- ii motor vehicles licensed for road use or their accessories, trailers, caravans, watercraft or aircraft;
- iii wearing apparel and personal effects other than as described in extension 3 of section 1a – property damage;
- iv living creatures, trees, shrubs, plants or other vegetation;
- v any items more specifically insured in this or any other policy.

Correspondence address

The name and address of the official authorised by **you** to act on **your** behalf on matters concerning this policy.

Damage

Loss, destruction or damage.

Endorsement

A variation in the terms of this policy.

Excess

An amount to be deducted from any claim settlement. The amount of any excess is stated in this policy or shown in **your schedule**.

Insured/you/your

The body of persons named in **your schedule** as the insured.

Where the **schedule** shows as the insured solely the name of a church then **we** shall construe "insured/you/your" as meaning the governing body, including any body of trustees, of the church.

Insured property

The insured property described in **your schedule**.

Period of insurance

The period stated in **your schedule** for which **we** agree to provide the insurance described in the policy in return for **your** payment of, or agreement to pay, the premium.

Premises

The premises shown as risk address in **your schedule**.

Schedule

Details of **you**, the **premises**, **correspondence address**, **sums insured** and **limits of liability**, the **period of insurance** and the sections of the policy which apply together with details of premiums due from, or to, **you**.

Sum insured/limit of liability/limit of indemnity

The sum insured as shown in **your schedule** together with any adjustment for inflation protection (where applicable) is the maximum **we** will pay for all claims arising out of any one incident. However, if a specific limit applies (as detailed in this policy) **we** shall not pay more than that specific limit.

Territorial limits

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

Voluntary workers

Volunteer workers acting under **your** authority whilst engaged in **your** church business or in authorised activities in connection with **your** church.



Please refer to each section for any special conditions applying.

1. Observance

Our liability shall be conditional on the observance and fulfilment by **you** of the terms, provisions, conditions and **endorsements** of this policy.

2. Fraudulent claims

If **you** or anyone acting on **your** behalf makes a claim under the policy knowing the claim to be false or fraudulent in any way, or, knowingly provides inaccurate or misleading information (verbal or written) in support of the claim, **we**:

- i will not pay the current claim and may recover the cost of any claim payments made in advance of the discovery of the fraudulent act;
- ii may void the policy from the date of the fraudulent act with no refund of premium and reclaim from **you** the amounts of any other claims or partial claims paid since that date.

3. Duty of care

You must take all reasonable steps to:

- i protect and maintain the **insured property**;
- ii prevent **damage** to the **insured property**;
- iii prevent injury to other persons or **damage** to their property;
- iv comply with laws, bye-laws and regulations imposed by any authority;
- v exercise care in the selection of employees.

4. Other insurances

If at the time any claim arises under this policy (except under section 6 – personal accident) there is any other insurance in force covering the same **damage** or liability **we** shall not be liable for more than **our** proportionate share.

If such other insurance is subject to any condition of average this policy (if not already subject to any condition of average) shall also be subject to average.

5. Special conditions

We will not pay a claim if **you** fail to comply with any special condition stated in the policy if such failure causes **damage** or increases the likelihood of **damage**.

6. Duty of fair representation

It is **your** responsibility to make a fair representation of the information required by **us** to provide the insurance under this policy.

This duty applies at the start of the insurance contract and continues throughout the **period of insurance**. **You** must tell **us** of any change in circumstances that may increase the risk of **damage**, injury or liability including but not restricted to:

- i closure, vacation (including partial vacation) or demolition of the **premises**;
- ii change in use of the **premises**;
- iii structural alterations or repairs to the **buildings** (other than contractors carrying out minor repairs, alterations and general maintenance on the **premises** providing they do not use scaffolding);
- iv changes to **your** activities.

In order to ensure that a fair representation has been made **you** may need to make enquiries with other officials of the **insured** and **your** advisers.

Where there is a deliberate or reckless misrepresentation or non-disclosure of relevant information the policy will be treated as void and of no effect from that date and no return of premium will be allowed.

Where such misrepresentation or non-disclosure is not deliberate or reckless but would have affected **our** consideration of the risk, **we** may take the following actions with effect from the date of the misrepresentation or non-disclosure:

- i if **we** would not have provided insurance on any terms, **we** will treat the policy as void and of no effect and **we** will return the amount of any premiums paid from that date;
- ii if **we** would have entered the contract but at an additional premium **we** have the right to reduce any claim payment in proportion to the amount of the underpayment; and/or
- iii if **we** would have entered the contract but applied different terms **we** have the right to amend the terms.

7. Arbitration

Where **we** have accepted a claim under this policy but **we** and **you** cannot agree on the amount to be paid the disagreement shall be referred to an arbitrator jointly appointed by **you** and **us** in accordance with the statutory provisions for the appointment of an arbitrator. Where this occurs an award must be made by the arbitrator before legal proceedings can be commenced against **us**.

8. Cancellation

You may cancel **your** policy within 14 days from the day of purchase or renewal of the contract or the day on which **you** receive **your** policy or renewal documentation, whichever is later. This is known as the cooling off period.

If **you** wish to cancel and the insurance cover has not yet commenced, **you** will be entitled to a full refund of the premium paid. Alternatively, if **you** wish to cancel and the insurance cover has already commenced, **you** will be entitled to a refund of the premium paid, less a proportionate deduction for the time **we** have provided cover.

If the policy is not cancelled within the cooling off period, it will continue in force and **you** will be required to pay the premium.

You may cancel the policy at any time after the cooling off period, in which event a proportion of the premium may be returned to **you**. Any return of premium will depend on whether any incident giving rise to a claim occurs during the **period of insurance** and on how long the policy has been in force.

You may cancel the policy by contacting **your** broker, intermediary or the church department.

If the premium for this policy is payable by instalments it is a condition that each instalment is paid by the due date otherwise **we** have the right to cancel the policy with effect from the date when such instalment falls due.

In circumstances other than non-payment of instalments **we** may cancel the policy or any section of it by sending seven days notice by recorded delivery to **you** at the last known **correspondence address**. **We** shall refund to **you** the unused portion of the premium paid.

You cannot make a claim for an event that occurred after the date the policy was cancelled, but cancelling the policy will not affect **your** right to claim for an event that occurred before the date the policy was cancelled.

9. Long term undertaking

Where a long term undertaking (LTU) is shown in **your schedule** as being in force, a discount is allowed off the premium in consideration of **you** having made an undertaking to offer annually to **us**, for the period shown in **your schedule**, certain insurances under this policy on the terms and conditions in force at the end of each **period of insurance** and to pay the premium annually in advance (or with **our** agreement by instalments) it being understood:

- i **we** shall be under no obligation to accept an offer made in accordance with the above-mentioned undertaking;
- ii the **sum insured** may be reduced at any time to correspond with any reduction in value of or variation in the **insured property**.

The undertaking applies to any policy or policies which may be issued by **us** in substitution for this policy and the same discount shall be allowed off the corresponding premium for any substituted policy or policies issued by **us**.

In the event of **you** not complying with the LTU applicable to this policy **you** will be required to refund to **us** the amount of any discount allowed since the inception of the undertaking in addition to any reasonable fee.



Please refer to each section for any special conditions or duties applying.

Your duties

It is a condition precedent to liability that on the happening of any event which may give rise to a claim **you** must:

- i tell **us** immediately and give **us** all the assistance **we** may reasonably require;
- ii inform the police within 48 hours if the **damage** is caused by thieves, malicious persons or vandals or by riot, civil commotion, strikes or labour disturbances;
- iii supply to **us** at **your** expense full details of the claim in writing including any supporting evidence and information that **we** require within the following periods:
 - a 7 days for **damage** by riot, civil commotion, strikes, labour disturbances or malicious persons;
 - b 30 days after the expiry of the indemnity period for claims under section 4 – loss of income;
 - c 30 days after any other **damage**, injury or accident;
- iv take immediate action so far as is reasonably practical to minimise loss, recover lost property and prevent further **damage**, injury or accident;
- v at **our** request and at **our** expense do or allow to be done everything reasonably required by **us** for the purpose of making recoveries from other parties whether such action is necessary before or after **we** pay **your** claim under the policy.

In addition, with regard to a claim under section 5 – liabilities, **you** must:

- vi
 - 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 inquiry in connection with that event.

With regard to a claim under section 6 – personal accident **you** must:

- vii
 - a arrange for the **insured person** to place themselves under the care of a qualified medical practitioner whose advice they must follow;
 - b provide to **us** at **your** expense all certificates, information and evidence that **we** require.

Our rights

- i **We** have the right to enter any **building** where **damage** has occurred and take and keep any of the **insured property** and to deal with salvage in a reasonable manner. **We** have the right to the salvage of any **insured property**. **You** cannot abandon any property to **us**.
- ii **We** are entitled to take the benefit of **your** rights to take legal action against another party and **we** are entitled to take over the defence or settlement of a claim against **you** by another party.
- iii **We** may at any time pay to **you** the **sum insured** or **limit of indemnity** or **limit of liability** (less any amounts already paid) or any lesser amount for which a claim can be settled and thereafter **we** shall be under no further liability in connection with that claim except for costs and expenses incurred prior to the date of such payment.
- iv If **we** elect to repair, reinstate or replace any property **we** shall only do so in a reasonably sufficient manner and **we** shall not spend more than the relevant **sum insured**.
- v For a claim under section 6 – personal accident:
 - a **We** have the right to require at **our** expense the **insured person** to undergo medical examination.
 - b In the event of death of an **insured person** **we** shall be entitled to carry out a postmortem of the body at **our** own expense.



Please refer to each section for any specific exclusions applying.

This policy does not cover:

1. Risks insured elsewhere

Property or liability more specifically insured under another policy.

2. Radioactive contamination

- i Loss or destruction of or **damage** to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss.
- ii Any legal liability of whatsoever nature.
- iii Death or injury directly or indirectly caused or contributed to by or arising from:
 - a ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - b the radioactive, toxic, explosive or any other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

This exclusion shall not apply to section 5 – employers' liability in respect of liability for death, bodily injury, disease or illness of an employee except when **you** have undertaken under a contract or an agreement to indemnify any principal or when **you** have assumed liability under contract for such death, bodily injury, disease or illness and where such liability would not have attached in the absence of such contract or agreement.

3. War risks

Any consequences of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

4. Sonic bangs

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

5. Acts of terrorism

Definition

Act of terrorism

Act 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.

Acts of terrorism exclusion

This policy does not cover any claim arising from loss, **damage**, cost or expense directly or indirectly caused or occasioned by or happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, **act of terrorism** or military or usurped power or confiscation or nationalisation or requisition (or any action taken in controlling, preventing, suppressing or in any way relating to any of the above) except:

- i to the extent that it is necessary to comply with the minimum requirements of the law in the United Kingdom of Great Britain and Northern Ireland including the Channel Islands and the Isle of Man relating to compulsory insurance of liability to employees;
- ii where liability is judged to exist by a court of competent jurisdiction in accordance with the minimum requirements of the Road Traffic Act 1988 or subsequent amendments thereto or successors thereof or alternative applicable legislation in the territory in which the loss occurs.

Property contamination exclusion

This policy does not cover loss or **damage** or cost or expense in respect of the property insured directly or indirectly caused or occasioned by or happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, **act of terrorism** or military or usurped power or confiscation or nationalisation or requisition (or any action taken in controlling, preventing, suppressing or in any way relating to any of the above) as a result of:

- i the release or threat of release of germs, disease or other chemical or biological contagions or contaminants;
- ii the use or threat of use of any nuclear device or radioactive substance.

6. Gradually operating cause

Damage which happens gradually over a period of time.

7. Data recognition

- A
1. Loss, destruction, **damage**, breakdown, loss of income or additional expenditure; or
 2. Legal liability of whatsoever nature other than that for which insurance is required by the provisions of any law relating to compulsory insurance of liability to employees;

directly or indirectly caused by or consisting of or contributed to by or arising from the failure of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software, whether **your** property or not.

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

If otherwise covered by **your** policy the exclusion by paragraph A1. will not apply to:

- i theft or attempted theft;
 - ii glass or sanitary fixtures;
 - iii **money**;
 - iv personal accident or voluntary workers compensation;
 - v subsequent loss, destruction, **damage**, loss of income, additional expenditure resulting from fire, lightning, explosion, earthquake, subterranean fire or smoke, aircraft and other aerial devices, impact by any road or rail vehicle or animal, storm, flood, escape of water from any tank, apparatus or pipe, freezing of water in any interior fixed water or heating appliance or installation, escape of oil from any fixed oil-fired heating installation, falling trees or branches, breakage or collapse of television and radio receiving aerials or masts, riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances, malicious **damage**.
- B The legal defence of any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.

Section 1a Property damage



If during the **period of insurance** the **insured property** described in **your schedule** suffers **damage** caused by any insured event 1 - 16 below **we** will pay in accordance with the terms of this section for the cost of the **damage**, provided that the insured event is shown as operative in **your schedule**.

What is covered	What is not covered
	<p>In addition to the events described under the heading "what is not covered" in insured events 1-16 below, the following exclusions i to viii below apply to all insured events under this section:</p> <ul style="list-style-type: none"> i the amount of any excess shown in your schedule; ii damage arising from or consisting of subsidence, heave or landslip however caused or coastal erosion; iii damage arising from or consisting of wet or dry rot, however caused; iv damage caused by pollution or contamination but this shall not exclude damage to the insured property caused by: <ul style="list-style-type: none"> a pollution or contamination which itself results from any insured event; b any insured event which itself results from pollution or contamination; v damage to movable property in the open except as specifically provided for under any extension to this section; vi damage attributable solely to change in the water table level; vii any value attaching to an article by reason of its antiquity unless an article is specifically insured in your schedule; viii damage to money as defined in section 3 – money.

Cover includes

What is covered	What is not covered
<p><small>Insured Event</small></p> <p>1. Fire Fire, lightning, explosion, earthquake, subterranean fire or smoke.</p>	<ul style="list-style-type: none"> i Smoke damage caused by smog, agricultural or industrial work or any gradual cause.
<p>2. Aircraft Aircraft and other aerial devices or items dropped from them.</p>	
<p>3. Impact Impact by any road or rail vehicle or animal.</p>	
<p>4. Storm</p>	<ul style="list-style-type: none"> 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 to fences, gates (but not lychgates) or movable property in the open. v Damage to paths, drives and paved areas unless the main building is damaged at the same time. vi Damage to satellite television receiving equipment, television or radio aerials, aerial fittings or masts.

What is covered	What is not covered
<p>Insured Event</p> <p>5. Flood</p> <p>Flood caused by:</p> <ul style="list-style-type: none"> i 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; ii inundation from the sea. 	<ul style="list-style-type: none"> i Damage caused by frost. ii Damage to fences, gates (but not lychgates) and movable property in the open. iii Damage to paths, drives, car parks and paved areas unless the main building is damaged at the same time.
<p>6. Escape of water</p> <p>Escape of water from any tank, apparatus or pipe.</p>	<ul style="list-style-type: none"> i Damage by water discharged or leaking from an installation of automatic sprinklers. ii Damage in respect of any premises which are empty or disused.
<p>7. Freezing of water</p> <p>Freezing of water in any interior fixed water or heating appliance or installation.</p>	<ul style="list-style-type: none"> i Damage in respect of any premises which are empty or disused.
<p>8. Escape of oil</p> <p>Escape of oil from any fixed oil-fired heating installation.</p>	
<p>9. Falling trees or branches</p>	<ul style="list-style-type: none"> i Damage as a result of felling, lopping, topping or pollarding being done by you, your employees or by voluntary workers.
<p>10. Breakage of aerials and masts</p> <p>Breakage or collapse of satellite television receiving equipment, television and radio aerials, wind turbines, aerial fittings and masts.</p>	<ul style="list-style-type: none"> i Damage to aerials, aerial fittings and masts themselves.
<p>11. Riot and civil commotion</p> <p>Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances.</p>	<ul style="list-style-type: none"> i Damage caused by or happening through confiscation or destruction or requisition by order of the Government or any public authority.
<p>12. Malicious damage</p>	<ul style="list-style-type: none"> i Damage caused 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 Damage in respect of any premises which are empty or disused. iv Damage arising from deliberate erasure, loss, distortion or corruption of information on computer systems or other records, programs or software. v Damage to contents in unlocked outbuildings. vi Damage caused by malicious persons acting on behalf of or in connection with any political organisation.
<p>13. Theft or attempted theft</p>	<ul style="list-style-type: none"> i In respect of theft of external metal any loss occurring when scaffolding is erected at the premises unless we have agreed in writing to continue cover. ii Damage in respect of any premises which are empty or disused. iii Damage to contents in unlocked outbuildings.

What is covered

Insured
Event

14. Accidental breakage of glass

Accidental breakage of glass (other than stained, engraved or lettered glass), sanitary fixtures and fittings and signs, including the cost of:

- i repairs to framework following breakage of insured glass;
- ii necessary boarding up pending replacement of the insured glass;
- iii in the case of double or triple glazing the additional cost of recreating vacuums or the purchase and installation of new sealed units.

15. Accidental damage of stained glass

Accidental breakage of the stained, engraved, lettered or other special glass including the costs referred to in 14i, 14ii and 14iii above.

16. Accidental damage

Any other accidental **damage**.

This cover only applies if this insured event is shown as operative in **your schedule**.

What is not covered

- i **Damage** to glass, sanitary fixtures and fittings or signs already damaged at the commencement of the first **period of insurance**.
- ii Breakage in respect of any **premises** which are empty or disused.
- iii Breakage of unfixed glass.
- iv Breakage caused by or traceable to alteration, repair or other building works being done by **you, your** employees or by **voluntary workers** to or at the **premises** whereby the risk of breakage is increased.
- v **Damage** to bulbs or tubes unless the signs in which they are contained are damaged at the same time.

- i **Damage** to stained, engraved, lettered or other special glass already damaged at the commencement of the first **period of insurance**.
- ii Breakage in respect of any **premises** which are empty or disused.
- iii Breakage of unfixed glass.
- iv Breakage caused by or traceable to alteration, repair or other building works being done by **you, your** employees or by **voluntary workers** to or at the **premises** whereby the risk of breakage is increased.

- i **Damage** caused by any of the insured events 1-15 or by the causes excluded from those events whether the events are insured or not.
- ii **Damage** caused by wear and tear, depreciation, atmospheric or climatic conditions, pollution, or contamination, rust, dust, rot, fungus, insects, vermin or any gradual cause.
- 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 **Damage** caused by or consisting of erasure, loss, distortion or corruption of information on computer systems or other records, programs or software.
- vi Mechanical or electrical breakdown.
- vii Breakage of electrical valves, bulbs or tubes unless the equipment in which they are contained is damaged at the same time.
- viii **Damage** to a building or structure caused by its own collapse or cracking.
- ix **Damage** to paths, car parks, drives, paved and other hardstanding areas, unless the main building is damaged at the same time.

Extensions applying to section 1a - Property damage

What is covered	What is not covered
<p>Extension Number</p> <p>1. New contents acquired</p> <p>New items of contents acquired during the period of insurance up to a limit of 10% of the sum insured on the relevant contents item or £10,000 in any one period of insurance, whichever is lower, following damage by any insured event which is operative under this section.</p> <p>At next renewal of the policy you must tell us about such additional items and the renewal premium will be based upon the updated sums insured.</p> <p>If you fail to tell us about such increases at renewal you may not be insured for the new items after renewal date.</p>	<p>Exclusions i to viii described at the beginning of this section or any event described under the heading "what is not covered" in insured events 1-16.</p>
<p>2. Temporary removal</p> <p>Contents and specified items anywhere in the territorial limits:</p> <ul style="list-style-type: none"> i whilst temporarily removed for cleaning, renovation or repair; ii whilst in the care of you or your employees or a member of the church; iii at or in transit to or from a bank following damage by any insured event which is operative under this section. <p>Limit: £2,500 any one claim.</p>	<ul style="list-style-type: none"> 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 Personal effects. iii Property insured under any other policy.
<p>3. Wearing apparel and personal effects</p> <p>Wearing apparel and personal effects including bicycles belonging to:</p> <ul style="list-style-type: none"> i you, your employees, your church members and voluntary workers whilst engaged in your church business or authorised activities anywhere in the territorial limits; ii visitors while in the premises and for which you have accepted responsibility. <p>Following damage by any insured event which is operative under this section.</p> <p>Limit: £1,000 per person.</p>	<ul style="list-style-type: none"> 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 any other policy.
<p>4. Prizes and donated goods</p> <p>Prizes and donated goods to be used for fundraising events whilst in your custody or in the custody of an employee or a responsible church member anywhere in the territorial limits following damage by any insured event which is operative under this section.</p> <p>Limit: £500 any one item and £5,000 any one fundraising event.</p>	<ul style="list-style-type: none"> 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 Personal effects. iv Property insured under any other policy.

What is covered

Extension
Number

5. Exhibitions or events

Items either belonging to **you** or items not belonging to **you** but **your** responsibility used in connection with or whilst on display at exhibitions or events at the **premises** or at **premises** elsewhere in the **territorial limits** and in the course of transit to or from such locations, following **damage** by any insured event which is operative under this section.

Provided that at least 2 responsible officials are in attendance at all times whilst the exhibition or event is open to the public and that the **premises** concerned are locked at all times when unattended.

Limit: £1,000 any one item and £5,000 any one exhibition, festival or event; this limit shall not apply in respect of items otherwise insured under this policy whilst at **your premises**.

6. Lost or stolen keys

The reasonable cost necessarily incurred in replacing locks at the **premises** including locks of safes or strongrooms in the **premises** following the loss of keys.

Limit: £2,500 any one claim.

7. Frozen food

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

- i a rise or fall in temperature;
- ii contamination from refrigerant or refrigerant fumes.

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

Limit: £1,000 any one claim.

8. Service pipes and cables

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

Limit: £10,000 any one **period of insurance**.

9. Loss of metered water

Loss of metered water from a fixed water appliance or installation following accidental **damage** to the appliance or installation.

Limit: £5,000 any one **period of insurance**.

10. Damage by the fire brigade

Damage caused by the fire brigade to the grounds of the **premises** for which **you** are responsible.

Limit: £10,000 any one claim.

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 any other policy.

- i The cost of replacing locks to safes or strongrooms where the keys have been lost or stolen after being left in an unattended room (unless such keys were in a locked receptacle).

- 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

Extension
Number

11. Building works

When **your buildings** at the **premises** are undergoing alteration, extension or repair (the works) and the works are being carried out by a contractor (the contractor) under the JCT Intermediate Building Contract (IC 2011) for minor building works, or another form of contract with identical conditions (the contract),

we will insure:

- i **your buildings** and **contents** at the **premises** against **damage** caused by insured events 1, 2, 4, 5, 6, 11 in the joint names of **you** and the contractor;
- ii the works and all unfixed materials and goods intended for, delivered to and placed on or adjacent to the works against **damage** caused by insured events 1 - 16 in the joint names of **you** and the contractor.

Limit in respect of ii above: £75,000 any one time and in total during any one **period of insurance**.

If **your buildings** and **contents** are not already insured for any of insured events 1, 2, 4, 5, 6 or 11 then **you** will have to pay an additional premium for the period of the works so that **we** can insure **you** and the contractor in terms of the contract for the works.

In respect of this extension, the terms **you/your** shall exclude the contractor, notwithstanding that the contractor is a joint insured.

In respect of this extension 'what is not covered' relating to insured event 16 iii shall not apply.

12. Loss of oil

Loss of oil from a fixed oil-fired heating system at the **premises** following accidental **damage** to the system or its pipes and tanks.

Limit: £5,000 any one **period of insurance**.

13. Musical instruments

Musical Instruments belonging to **you** or for which **you** have accepted responsibility whilst in the custody of **you** or **your** employees or that of a responsible church member anywhere in the **territorial limits** following **damage** by any insured event which is operative under this section.

Limit: £500 any one item and £5,000 any one claim.

What is not covered

- i An excess of £250 increased to £500 in respect of claims arising from malicious damage or theft (insured events 12 and 13 on page 18) or such other amount applying to this extension shown in **your schedule**.
- ii **Damage** more specifically insured on any other policy.
- iii Works which **you** have not told **us** about prior to their commencement.
- iv Works being carried out by a contractor whose name and address has not been given to **us**.
- v **Damage** by acts of terrorism as defined in exclusion 5 acts of terrorism (see page 15).
- vi **Damage** due to the total or partial cessation of work but not including **damage** which may occur during any period of suspension of the works which would otherwise be covered by this extension.
- vii The cost of replacing, repairing or rectifying any of the property insured by this extension which is in a defective condition due to a defect in the design, plan, specification, materials or workmanship but this will not apply to resultant **damage** suffered by the remainder of the property insured which is not in a defective condition.
- viii **Damage** to the contractor's plant tools equipment or temporary structures.
- ix Contractual penalties or other consequential loss.
- x **Damage** by any event which **you** are not obliged to insure against under the terms of the contract.

- 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 Personal effects.
- iii Property insured under any other policy.

What is covered

Extension
Number

14. Bequeathed property

Material property anywhere in the **territorial limits** bequeathed to **your** church following **damage** by any insured event which is operative under this section. Cover shall be operative from the commencement of **your** interest in the property, provided such property is not insured elsewhere.

Within 3 months of legal title of such property passing to **you**, **you** must either notify **us** about the property and arrange for it to be specifically insured by this policy (or any other policy with **us**) or arrange for it to be insured elsewhere.

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 shall be £100,000.

15. Office equipment

Office equipment and machinery belonging to **your** employees or church officials or to **your voluntary workers** for which **you** have accepted responsibility whilst in the **buildings** at the **premises** following **damage** by any insured event which is operative under this section.

Limit: £2,500 any one item and £5,000 any one claim.

16. Headstones and monuments

The cost of making safe any headstones, monuments or memorials at the **premises** or at a churchyard under **your** control which are not **your** property but which have been rendered dangerous following **damage** by an insured event which is operative under this section.

Limit: £1,000 any one **period of insurance**.

17. Tracing and accessing leaks

The cost of locating the source of water or oil escaping from fixed tanks, apparatus or pipes and in making good any resulting **damage**.

Limit: £10,000 any one **period of insurance**.

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 Property insured under any other policy.

- i The cost of repairing the headstone monument or memorial.
- ii **Damage** caused by wear and tear or any gradually operating cause.
- iii The costs of making safe any headstone, monument or memorial which are recoverable from those responsible for their upkeep.

Special conditions applying to section 1a - Property damage

The following special conditions are only applicable where shown as operative in **your schedule**.

It is a condition precedent to liability that:

Special
Condition

1. Fire alarm

When a fire alarm system is installed in a building at the **premises**:

- i 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 **buildings** which would affect the system shall be made without **our** written consent;
- ii 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.

2. Security

All protective devices (other than intruder alarms) including locks and bolts fitted to **buildings** at the **premises** be brought into use whenever the **premises** are not attended by **you** or by any person authorised by **you** to be responsible for the security of the **premises**.

3. Intruder alarm

When an intruder alarm system is installed in a **building** at the **premises**:

- i 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 **buildings** which would affect the system shall be made without **our** written consent;
- ii 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;
- iii 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;
- iv 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;
- v **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.

4. Protection of windows

External windows containing stained, coloured or painted glass, grisaille, figured glass or etched or engraved glass are externally protected by polycarbonate sheeting which entirely covers the window.

Clauses applying to section 1a - Property damage

Clauses numbered 1-8 below, if shown in **your schedule** as being operative, may affect the amount **you** need to include in the **sums insured**. **Sums insured** should be calculated to be enough to pay in full for the repair or replacement of **insured property** on the basis that, the **insured property**, is destroyed completely or permanently lost. **Sums insured** which are not sufficient may result in any claim settlement being reduced in accordance with any condition of average which applies. If a condition of average applies the appropriate clause number is shown in **your schedule** as being operative. Please refer to the paragraph about VAT on page 9 of this policy booklet. If **you** have accepted a valuation of **your** buildings provided by **us** as the basis for **your sum insured on buildings** and a "V" is shown next to the **sum insured** in **your schedule** clauses 7 or 8 shall not apply.

Clause
Number

1. Miscellaneous contents

The insurance on **contents** includes the following:

- i National Insurance Stamps including stamps affixed to cards;
- ii books of account and similar business records for which **we** will only pay an amount representing the value of the books as stationery plus the cost of clerical labour used in re-writing them;
- iii computer system records for which **we** will only pay an amount representing the cost of computer consumables plus the cost of clerical labour used in reproducing the records for an amount not exceeding £5,000;
- iv communion wines for an amount not exceeding £500.

2. Foundations

The definition of **buildings** excludes foundations, themselves defined as those parts of the **buildings** which are below the level of the under surface of the lowest floor of the **buildings** or of its crypts, cellars or underground rooms.

3. Additional costs

We will pay for costs and expenses reasonably and necessarily incurred in repair or replacement following insured **damage** in:

- i removing debris, demolishing, dismantling, shoring-up or propping;
- ii clearing drains, sewers and gutters which **you** either own or are responsible for;
- iii reasonable architects', surveyors', consulting engineers' and other professional fees;
- iv complying with Local Authority Buildings Regulations or other statutory requirements provided that notice to comply was not given prior to the **damage**.

We will not pay for:

- i
 - a the cost incurred in removing debris from anywhere other than the site of the damaged property and the immediately surrounding and adjacent area;
 - b costs arising from pollution or contamination of property not insured by this policy;
- ii fees or any other costs incurred in the preparation of a claim;
- iii
 - a the cost of work stipulated in any notice already served upon **you**;
 - b undamaged parts of the **buildings** (except foundations if they are included in this insurance – see clause 2) beneath damaged parts.

4. Reinstatement as new

Following **damage** to **buildings** or **contents** at **our** option:

- i **buildings**

we will pay for the cost of repairing the **damage** to the **buildings** or if **damage** is beyond repair the cost of replacing the **buildings** or **we** will arrange for the work to be carried out in all cases to a condition equivalent to or substantially the same as but not better or more extensive than the **buildings'** condition when new;

we will not deduct any amount for wear and tear unless:

 - a the **buildings** are in a poor state of repair or decoration;
 - b there is unnecessary delay in carrying out the work;
 - c repair or replacement is not carried out;

we will not pay for undamaged parts of the **buildings** (except foundations if they are included in this insurance – see clause 2) beneath damaged parts.
- ii **contents**

we will replace or **we** will pay the cost of replacement as new except for items that can be economically repaired. When **we** pay the cost of repair, **we** will only pay the cost of repair so far as that may be practicable or the cost of a modern replacement and **we** will not deduct any amount for wear and tear.

5. Maximum claim payment

The most **we** will pay for **damage** to **buildings** or **contents**, subject to average and to any limits shown in the policy, the extensions to this section or in **your schedule**, is the **sum insured** shown in **your schedule** as adjusted for index-linking.

Clauses applying to section 1a - Property damage (continued)

Clause
Number

6. Sculptures and monuments

The most **we** will pay for **damage** to any one sculpture, monument, picture or other valuable item is £5,000 unless such items are individually specified in **your schedule**.

7. Underinsurance condition (75% average)

Each of the **sums insured** under this section of the policy is separately subject to average as follows: if the appropriate **sum insured** at the time of the repair of the **damage** or replacement of the **insured property** is less than 75% of the cost of replacing the whole of that **insured property** as new then the amount **we** will pay will be reduced in proportion to the amount of the underinsurance.

8. Underinsurance condition (pro rata average)

Each of the **sums insured** under this section of the policy is separately subject to average as follows: if the appropriate **sum insured** at the time of the repair of the **damage** or replacement of the **insured property** is less than the cost of replacing the whole of that **insured property** as new then the amount **we** will pay will be reduced in proportion to the amount of the underinsurance.

9. Designation

For the purposes of determining whether any item of property is included either in **buildings** or in **contents we** agree to accept the designation under which such property has been entered in **your** books.

10. Electrical

We shall not be liable for **damage** to any part of any electrical plant or apparatus caused by its own short-circuiting, over-running, excessive pressure or self-heating but if fire spreads to and causes **damage** to other **insured property we** will pay for such **damage**.

11. Rent

If rent is included in **your schedule we** will only pay for rent if the **buildings** or any part of them is unfit for occupation as a result of **damage** caused by an insured event. The amount **we** will pay will be the proportion of the **sum insured** that the period it takes to repair the **damage** bears to the maximum period for which rent is insured.

12. Empty or disused premises

Unless otherwise agreed by us in writing insured events 4, 6, 7, 12, 13, 14, 15 and 16 shall not be operative in respect of any **insured property** at **premises** which are empty or not in use for church activities or for any other purpose.

13. Infrequently used churches

Unless otherwise agreed by us in writing insured events 4, 6, 7, 12, 13, 14, 15 and 16 shall not be operative in respect of any **insured property** at **premises** which are used for church activities less frequently than once per calendar month and the **premises** are used for no other purpose than normal church activities.



Definitions applying to this section of the policy

Breakdown

The actual failure, breaking, distortion or burning out of any part of the **plant** or any part of a water heating boiler and its connecting piping, radiators and calorifiers whilst in ordinary use arising from defects in such **plant** and boilers causing sudden stoppage of their functions and necessitating repair or replacement before they can resume work.

Plant

All electrical or metal mechanical parts integral to any organ blower motor or central heating pump or motor described in **your schedule**.

What is covered

1. Sudden and unforeseen damage to boilers

The cost of making good sudden and unforeseen **damage** to **your** water heating boilers or their connecting piping, radiators and calorifiers.

2. Electrical and mechanical plant

The cost of:

- i **damage** to **plant** caused by **breakdown**;
- ii making good sudden and unforeseen **damage** to **plant**;
- iii **damage** to **your** property directly resulting from **damage** described in i and ii above;

occurring during the **period of insurance** in connection with the boilers and electrical and mechanical **plant** itemised in **your schedule**.

The most **we** will pay for any one incident of **damage** is the **sum insured** shown in **your schedule** for each item.

What is not covered

Damage insured under section 1a of this policy and the following:

- i the amount of any excess shown in **your schedule**;
- ii **damage** due to:
 - a wear and tear, gradual deterioration or rust;
 - b gradually developing defects, cracks, flaws or fractures;
 - c scratching or chipping of painted or polished surfaces;
- iii **damage** caused by an intentional act or wilful neglect by **you**;
- iv **damage** caused by and occurring during:
 - a inspections, maintenance, repair, pressure tests or testing of any other kind;
 - b experiments involving the imposition of abnormal conditions;
 - c the direct application of a tool;
- v flexible pipes, drives or trailing cables;
- vi bulbs, valves, electric elements, photoelectric cells, transistors and similar apparatus;
- vii safety or protective devices due to their functioning,
- viii batteries;
- ix the cost of remedying any gradually developing flaw or wear and tear;
- x the loss of use or any other consequential loss.



What is covered

If during the **period of insurance** an item of **insured property** specifically described in **your schedule** suffers **damage**, whilst anywhere in the **territorial limits** or elsewhere in the world **we** will:

- i replace the property; or
- ii pay the cost of replacement as new; or
- iii pay the cost of repair of items which can be economically repaired.

We will not deduct any amount for wear and tear.

The most **we** will pay, subject to any limits shown in the policy or in **your schedule**, is the **sum insured** shown in **your schedule** for each specifically described item as adjusted for index-linking.

What is not covered

- i The amount of any **excess** shown in **your schedule**.
- ii The cost of maintenance.
- iii **Damage** caused by wear and tear, depreciation, atmospheric or climatic conditions (other than storm or flood), pollution or contamination, rust, dust, rot, fungus, insects, vermin or any gradual cause.
- 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 Any value attaching to an article by reason of its antiquity unless agreed in advance between **you** and **us**.



Definitions applying to this section of the policy

Money

Coin, 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, charity and consumer redemption vouchers, gift tokens and unused credit on postal franking machines all belonging to **you** or for which **you** are responsible.

What is covered

Loss of **money** happening during the **period of insurance**.

The most **we** will pay for any one loss of **money** arising out of any one cause is the **limit of liability** for each insured event shown in the table below.

We will also pay for **damage** to:

- i any safe, strongroom, offertory box, cash carrying bags, cases, belts or waistcoats used to contain or carry **your money**;
- ii clothing and personal effects belonging to **you** or to any of **your** church officials up to £1,000 per person arising in connection with theft or attempted theft of **your money**.

What is not covered

- i The amount of any **excess** shown in **your schedule**;
- ii **Money** which is not yours or for which **you** are not responsible.
- iii Loss from an unattended vehicle.
- iv Loss due to deception or false accounting unless discovered within 60 days of the occurrence.
- v Loss due to clerical or accounting errors, depreciation in value, unexplained shortage, dishonoured cheques, fraudulent credit card transactions or to the use of counterfeit **money**.
- vi Loss arising outside the **territorial limits**.
- vii Loss from amusement or vending machines.
- viii Loss suffered as a result of a business transaction.
- ix Loss of **money** in transit by post unless by special delivery.

Insured event	Limit
Any loss of money :	
1. i in the premises not in a safe but in the custody and presence of your church officials;	£3,500 any one loss
ii in a locked safe in the premises ;	£3,500 any one loss
iii in transit directly from the premises to a bank or to the home of a church official, or in transit directly from a bank or from the home of a church official to the premises ;	£3,500 any one loss
iv in the home of a church official or in a bank night safe until the bank have accepted responsibility;	£3,500 any one loss
v in any other circumstances.	£500 any one loss
2. Misappropriation, deception or false accounting by church officials discovered within 60 days of the occurrence.	£10,000 £5,000 any one period of insurance in total any one period of insurance in respect of any one person

Extension applying to section 3 - Money

Extension
Number

1. Special Events

For the period from 2 days before, during and for 7 days after a church fête or fundraising event, **limits of liability** 1i, 1ii, 1iii and 1iv are doubled to £7,000.

Special conditions applying to section 3 - Money

The following conditions are only applicable where shown as operative in **your schedule**.

It is a condition precedent to liability that:

Special Condition
Number

1. Keys

You must:

- i remove from the **premises** all keys and duplicate keys to safes, strongrooms or intruder alarms whenever the **premises** are closed or left unattended;
- ii keep such keys in a secure place away from safes, strongrooms or intruder alarm controls whenever the **premises** are open or occupied.

2. Protections

You must:

- i put into effect whenever the **premises** are closed all those protections either existing at the start of this insurance or which **we** and **you** have agreed on subsequently;
- ii keep such protections in force and properly maintained;
- iii not vary or remove protections **we** and **you** have agreed on without **our** written consent.

3. Records

You must keep accurate records of **money** which **you** are responsible for.

4. Escorts

If the amount of **money** in transit exceeds £3,500 it must be accompanied by at least 2 persons who are sound in bodily health.



Definitions applying to this section of the policy

Accidental bodily injury

Bodily injury or injuries caused directly by accidental means or by unavoidable exposure to the natural elements which within 104 weeks from the date of the accident or exposure results in the death or disablement of the **insured person**.

Indemnity period

The period during which **your** normal activities are affected following **damage** to **insured property** up to a maximum period of 24 months.

Income

The money paid to **you** from all sources including but not restricted to church collections, donations, rent and fundraising activities.

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 an insured event for which **we** have accepted a claim under either section 1a or section 2 of this policy.

Where no payment is made under section 1a or section 2 solely because the **excess** is more than the cost of the **damage**, **we** will still accept a claim under this section.

What is not covered

We will not pay for:

- i the amount of any **excess** shown in **your schedule**;
- ii loss where there is unreasonable or unnecessary delay on **your** part in repairing or replacing the property.

Cover includes

What is covered

Insured
Event

1. Loss of Income

The difference between the **income you** would have received during the **indemnity period** if there had been no **damage** and the **income you** actually received during that period. **We** will take into account in calculating the payment:

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

2. Additional Expenditure

Extra expenses that **you** necessarily and reasonably incur with **our** agreement during the **indemnity period** to minimise interruption of or interference with **your** normal activities including:

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

What is not covered

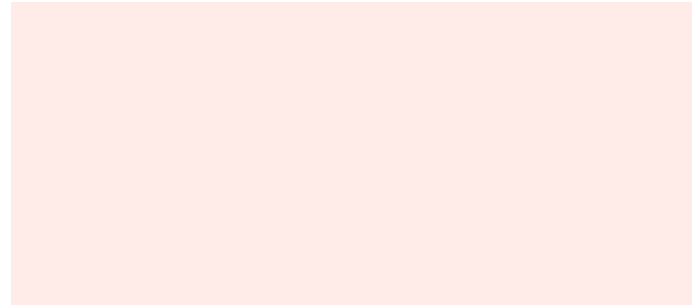
What is covered

The most **we** will pay following each and every occurrence of **damage** is:

- i for either loss of income or additional expenditure or for a combination of the two – £75,000;
- ii under extension 1 of this section £75,000;
- iii under extension 3 of this section £75,000.

We shall not pay more than £75,000 in total under i, ii and iii above in respect of any one occurrence of **damage** unless otherwise stated in **your schedule**.

What is not covered



Extensions applying to section 4 - Loss of income

What is covered

We will extend the cover under this section to pay for:

Extension
Number

1. Prevention of access

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 section 1a of this policy, as if the **damage** occurred at **your premises**.

2. Loss of telephone, electricity, gas or water

Losses following the accidental failure of:

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

Limit: £10,000 any one claim.

3. Incidents at the premises

Losses resulting from:

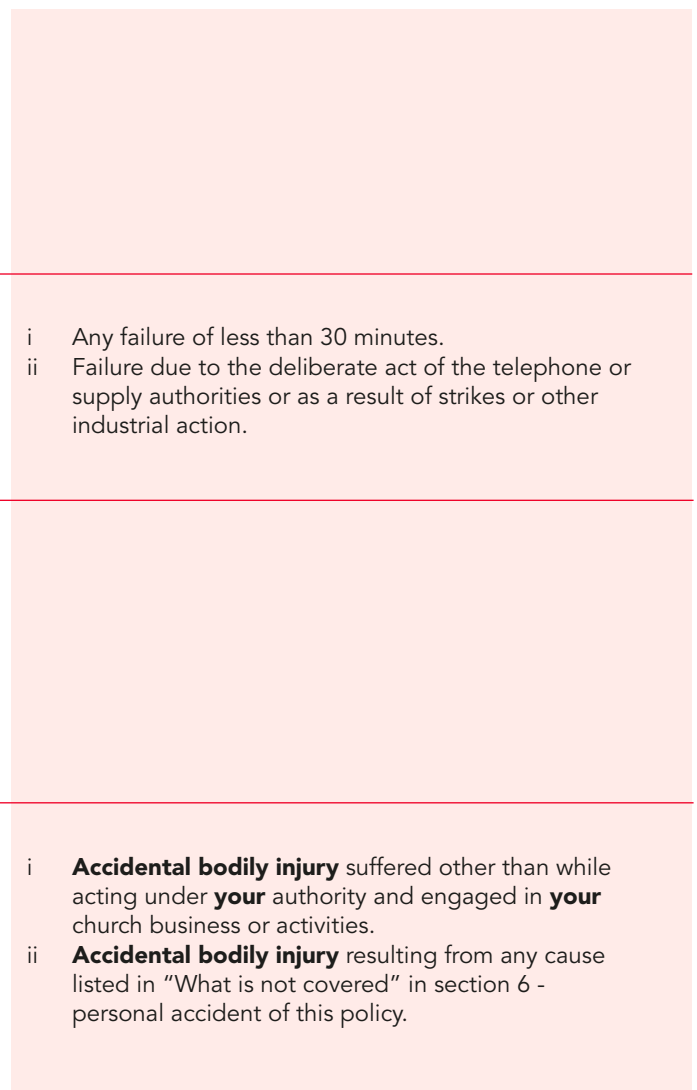
- i closure of the **premises** by order of the local authority or any statutory authority because of vermin or defective drains or other sanitary arrangements at the **premises**;
- ii outbreak of human notifiable infectious or contagious diseases at, or within a radius of 10 miles of, the **premises**;
- iii murder, suicide or food poisoning at the **premises**.

4. Completion of voluntary work

The cost of employing a contractor to complete minor works of maintenance, repair or redecoration at the **premises** when the work, having been commenced by a **voluntary worker**, cannot be completed by the expected date because the **voluntary worker** has sustained **accidental bodily injury** which prevents them from working.

Limit: £1,000 any one claim.

What is not covered





Definitions applying to this section of the policy

Employee

- i Persons under a contract of service or apprenticeship with **you**.
- ii Persons under a contract of service or apprenticeship with some other employer and who are hired to or borrowed by **you**.
- iii Labour masters and persons supplied by them.
- iv Persons engaged by labour only sub-contractors.
- v Self-employed persons performing work of a kind ordinarily performed under a contract of service or apprenticeship with you; while working for **you** in connection with your church business or its activities.

Event

Any one occurrence or series of occurrences arising out of or attributable to one source or original cause.

Journey

The moment of embarkation on to a conveyance to go to an offshore installation to the moment of disembarkation from a conveyance onto land on return.

Wrongful act

Any actual or alleged breach of trust, breach of duty, neglect, error, mis-statement, misleading statement, libel, slander, breach of contract, omission, breach of warranty of authority or other act wrongfully committed or attempted by such trustees or officers of **your** church or any matter claimed against them solely by reason of their acting as a trustee or officer.

What is covered

We will indemnify **you** subject to the **limit of indemnity** against all sums which **you** become legally liable to pay as damages and all other costs and expenses as a result of:

Item

1. Employers' liability

Bodily injury to or death, illness or disease of **employees** happening during the period of insurance within the **territorial limits** in connection with **your** church business and activities.

2. Public liability

- i Accidental bodily injury to or death, illness or disease of persons other than **employees**;
- ii Accidental loss of or **damage** to material property not belonging to **you**;
- iii Accidental obstruction, trespass, nuisance interference with any right of way, air, light, water or other easement;

happening during the **period of insurance** within the **territorial limits** in connection with **your** church business and activities.

What is not covered

Liability which is required to be insured under the compulsory motor insurance provisions of the Road Traffic Acts.

Liability arising from:

- i the sale or supply of goods;
- ii loss of or **damage** to property which belongs to **you** or is in **your** custody or control but this exclusion shall not apply to:
 - a the property of **employees** or **voluntary workers**;
 - b **premises** which are rented, hired, leased, lent or used by **you** for church business or activities, or at which **you** are undertaking work in connection with the church provided such liability does not arise solely under the terms of any contract or agreement;
- iii the ownership, possession or use (other than as provided for under extension 3) by **you** or on **your** behalf of:
 - a any vehicle or machine or plant which is capable of self-propulsion or attached to a self-propelled vehicle and which is used in circumstances to which the Road Traffic Acts apply;
 - b any vehicle or machine or plant which is insured for **your** benefit under any form of motor insurance policy;
 - c any watercraft but this exclusion shall not apply to manually propelled craft less than 5 metres in length whilst operated on inland waterways;
 - d any aircraft or other aerial device or hovercraft;
- iv counselling, advice, design or specification, unless otherwise agreed by **us** in writing.

What is covered

Item

3. Products liability

- i Accidental bodily injury to or death, illness or disease of persons other than **employees**;
- ii Accidental loss of or **damage** to material property not belonging to **you**;
occurring during the **period of insurance** within the **territorial limits** caused by any commodity, article or thing (including their labelling and containers), sold, supplied, installed, erected, repaired, altered or treated by **you** and no longer within **your** custody or control.

What is not covered

- i The making good, replacement or reinstatement of any product sold, supplied or worked upon by **you** giving rise to a claim for the cost of rectifying defective work.
- ii Liability in respect of **damage** to any commodity, article or thing (including its container) sold, supplied or worked upon by **you** caused by its defect or its unsuitability for its intended purpose.
- iii Liability arising out of commercial or trade activities other than bazaars, fêtes and sales of work and retail sale of refreshments, comestibles, books, souvenirs and the like at the **premises**.

Limits of indemnity

Unless stated otherwise in **your schedule** the amount of **our** liability for damages shall not exceed:

	Limit of indemnity	
1. Employers' liability	£10,000,000	inclusive of all damages costs and expenses any one event.
2. Public liability	£5,000,000	any one event.
3. Products liability	£5,000,000	in total in any one period of insurance.

In addition to damages **we** will pay in respect of 2. public liability and 3. products liability:

- i legal costs recoverable by any claimant from **you**;
- ii the cost of legal representation at:
 - a any coroner's inquest or fatal accident enquiry;
 - b proceedings in any court of summary jurisdiction;
 incurred with **our** written consent and arising out of any alleged breach of statutory duty which relates to an incident which may be the subject of indemnity under this section;
- iii other costs and expenses incurred with **our** written consent.

We will pay the additional costs in i, ii and iii above in addition to the maximum amount of damages payable for public liability and products liability. For employers' liability **we** will still pay for such additional costs provided the total payable for damages and such costs falls within the **limit of indemnity**.

If **we** are liable to indemnify more than one party the most **we** will pay for damages to all such parties including **you** shall not exceed the **limit of indemnity**.

Extensions applying to section 5 - Liabilities

What is covered

We will extend the cover under this section to pay for:

Extension
Number

1. Indemnity to other persons

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

- i any person acting under **your** authority and on **your** behalf including any **employee** or **voluntary worker**;
- ii any principal (being any person, company, firm or public authority) with whom **you** have entered into a contract for work or services, but only so far as the contract between **you** and the principal so requires.

2. Defective premises act

The indemnity provided under 2. public liability extends to any 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 connection with **premises** which have been disposed of by **you** and which were occupied by **you** for the purpose of church business or activities provided that injury or **damage** occurs within a period of seven years of the cancellation or expiry of this section.

3. Motor contingent liability

The indemnity provided by 2. public liability extends to any legal liability incurred by **you** and no other arising out of the use in connection with **your** church business or activities of motor vehicles which are not **your** property nor provided by **you**.

4. Cross liabilities

Where more than one party is shown in **your schedule** as the **insured** then **we** will treat each party as the **insured** as if **we** had issued a separate policy to each and **we** agree to waive **our** rights of subrogation or action that **we** might have or acquire against any of the parties arising out of any incident for which a claim is admitted under this section of the policy.

Nothing in this extension shall increase **our** liability to pay more than the **limit of indemnity**.

What is not covered

We will not be liable for or pay for:

- i Liability where indemnity is provided by any other insurance.
- i The cost of remedying any defect or alleged defect in the **premises** disposed of.
- ii Liability in respect of which **you** are entitled to indemnity from any other source.
- i Liability arising from loss of or **damage** to the vehicle itself or to property conveyed within the vehicle.
- ii Liability arising from the use of the vehicle whilst being:
 - a driven by **you**;
 - b driven by a person who to **your** knowledge or the knowledge of **your** representative does not hold a driving licence unless that person has held one and is not disqualified from holding one.
- iii Any incident where **you** are entitled to indemnity under any other insurance.
- iv Liability arising from use elsewhere than in the **territorial limits**.
- v Liability arising from engagement in racing, pace making, reliability trials or speed testing.
- i Liability for which indemnity is or would be granted under any other policy giving employers' liability insurance if this section of the policy were not in force.
- ii Liability for **damage** to **premises** and their contents which are in shared occupation by two or more of the parties shown in **your schedule** as the **insured**.

What is covered

Extension
Number

5. Bell ringers

When **your** bell ringers are:

- i ringing or attending to the bells in any church or bell tower;
- ii travelling to or from a church or bell tower to take part in or practice bell ringing;

We will:

- a regard them as **employees** for the purposes of
 - 1. employers' liability;
- b treat them as **insured** for the purposes of
 - 2. public liability.

Nothing in this extension shall increase **our** liability to pay more than the **limits of indemnity**.

6. Publishers' indemnity

This insurance relates only to claims made against **you** during the **period of insurance**.

In the event of any claims made against **you** after the retroactive date shown in **your schedule** and notified to us during the **period of insurance** for alleged:

- i libel;
 - ii slander of title to goods;
 - iii deceit or injurious falsehood;
 - iv passing off or infringement of trademark, registered design, copyright or patent right;
- arising from matter contained in **your** church magazine, newsletter or **your** other official publications **we** will indemnify **you** in respect of all sums which **you** shall be legally liable to pay as damages and claimants costs and expenses.

Limit: £100,000 in any one **period of insurance**.

Special condition applying to extension 6

Unless a Queen's Counsel or similar authority (to be mutually agreed on by **you** and **us**) advises that any proceedings can be contested with the probability of success, **you** shall tender such apologies and offer such amends as the counsel or authority advises.

In addition, upon the counsel's or authority's advice **you** must agree to the withdrawal of the offending matter or the publication of any amendment or alteration necessary to secure the withdrawal of the claim or objection.

Please refer to claims conditions – your duties i and claims conditions – our rights iii on page 14 of this policy.

7. Catering facilities and retail sales

The indemnity provided by 1. employers' liability, 2. public liability and 3. products liability extends to include **your** legal liability arising out of the carrying on by **you** at the **premises** of the provision of or retail sale of:

- i food, drink and refreshments;
- ii religious articles, works of art, printed matter, souvenirs, craft work, sound and video recordings, and the like.

What is not covered

- i Liability arising from any incident occurring in connection with a church or bell tower located outside the **territorial limits**.

- i Fines, penalties, punitive or exemplary damages.
- ii Liability assumed by agreement unless liability would have attached without such agreement.
- iii Criminal or intentional libel, slander or infringement.
- iv Any claim brought about by **your** personal spite or ill will towards a claimant.
- v Any legal action brought against **you** in any court of law outside the **territorial limits**.
- vi The consequence of any circumstances known to **you** at the start of this cover which may give rise to a claim.
- vii Liability for any claim made against **you** arising from any act committed or alleged to have been committed prior to the retroactive date shown in **your schedule**.

- i Liability where indemnity is provided by any other insurance.

What is covered

Extension
Number

8. Overseas extension

The cover provided by this section is extended, subject to its terms and conditions, to anywhere in the world in respect of:

- i products supplied from;
- ii temporary visits authorised by **you** and undertaken by **you, your employees or your voluntary workers** outside, provided such persons are normally resident in;

the **territorial limits** provided that the limits of indemnity for 1. employers' liability, 2. public liability and 3. products liability shall all be inclusive of all damages, costs and expenses.

9. Trustees' and officers' indemnity

This insurance relates only to claims first made against **you** during the **period of insurance** after the retroactive date shown in **your schedule** and notified to **us** during the **period of insurance**.

- i **We** will pay on behalf of a trustee or officer of **your** church up to £100,000 in any one **period of insurance** for all sums which they become legally liable to pay as damages and costs and expenses by reason of a **wrongful act** committed by them in their capacity as trustee or officer of **your** church.
- ii **We** will pay on behalf of **your** church up to £100,000 in any one **period of insurance** for all sums which **your** church becomes legally liable to pay as damages and costs and expenses by reason of a **wrongful act** committed by a trustee or officer of **your** church acting in their capacity as trustee or officer of **your** church but only when **your** church shall be required or allowed to indemnify the trustee or officer by reason of law, or by reason of any indemnity clause in the trust deed, constitution or charter of **your** church.

If **we** are liable to indemnify more than one party the most **we** will pay for damages, costs and expenses to all such parties shall not exceed £100,000 in total in any one **period of insurance** for claims arising under i or ii above unless otherwise shown as an **endorsement** in **your schedule**.

- iii **We** will indemnify **you** up to £25,000 in any one **period of insurance** against loss of **your** money or tangible property belonging to **you** or for which **you** are legally responsible which **you**, during the **period of insurance**, first discover has been sustained in consequence of any dishonest, fraudulent, criminal or malicious act committed by a trustee or an officer with the intent to obtain improper personal gain for themselves or for any other party.
- iv **We** will indemnify **you** up to £25,000 in any one **period of insurance** against costs and expenses notified to us during the period of insurance incurred by **your** church in replacement or restoration of any document connected with the conduct of **your** church business which has been destroyed, damaged lost or mislaid and which, after diligent search, cannot be found.

What is not covered

- i Liability where indemnity is provided by any other insurance.
- ii Liability arising out of the ownership or occupation of land or buildings.
- iii Liability arising from:
 - a the ownership, possession or use by **you** or on **your** behalf of any premises;
 - b the nature or condition of any commodity, article or thing (including their labelling and containers) sold, supplied, installed, erected, repaired, altered or treated by **you** or on **your** behalf from any location; in the United States of America or Canada including **your** branches, subsidiaries, agencies, sales or distribution outlets or offices.
- iv fines, penalties or punitive, exemplary and aggravated damages.

- i Liability where indemnity is provided by any other insurance or extension of this policy.
- ii Liability where indemnity is provided by extension 6 – publishers' indemnity of this section.
- iii Unexplained or inexplicable disappearance or unexplained shortage or shortages.
- iv Any dishonest, fraudulent, criminal or malicious act or omission committed by any person after the discovery of reasonable cause for suspicion of such act or omission in relation to that person.
- v Indemnity to any person committing or condoning a dishonest, fraudulent, criminal or malicious act or omission.
- vi Fines, penalties, punitive or exemplary or non-compensatory damages.
- vii Liability assumed by agreement unless liability would have attached without such agreement.
- viii The consequence of any circumstance known to **you** at the commencement of this cover which may give rise to a claim.
- ix Any legal action brought in a court of law outside the **territorial limits**.
- x Liability for any claim made against **you** by reason of any act committed or alleged to have been committed prior to the retroactive date shown in **your schedule**.
- xi Counselling, advice, design or specification given for a fee.
- xii Loss arising from any act or omission which the trustee or officer knew to be a breach of trust or breach of duty or which was committed by the trustee or officer in reckless disregard of whether it was a breach of trust or breach of duty or not.
- xiii Liability resulting directly from a trustee or officer acting in the capacity as trustee or administrator of any pension, retirement or superannuation scheme or programme.

Exclusions applying to section 5 - Liabilities

Exclusion
Number

1. Offshore visits

Applying to employers', public and products liability

We shall not be liable for liability arising from any incident occurring on any offshore platform, rig, service or accommodation vessel or installation, or whilst in the course of a **journey** directly to or from such offshore location.

2. Work experience schemes

Applying to employers', public and products liability

We shall not be liable for liability arising from any work experience, job creation or similar schemes in which **you** participate unless **we** have agreed in writing to provide indemnity to **you**.

3. Liability by agreement

Applying to public and products liability only

We shall not be liable for liability arising from or in connection with any contract work executed by **you** or commodity, article or thing supplied by **you** where such liability has been accepted by agreement unless such liability would have attached in the absence of such agreement.

4. Pollution or contamination

Applying to public and products liability only

For the purpose of this exclusion "pollution or contamination" means:

- i all pollution or contamination of buildings or other structures or of water or land or the atmosphere, and
- ii all loss or **damage** or injury directly or indirectly caused by such pollution or contamination.

We shall not indemnify **you** for liability arising from pollution or contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **period of insurance**.

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

5. Asbestos

Applying to public and products liability only

We shall not indemnify **you** for:

- i liability arising, directly or indirectly, out of exposure to, inhalation of, or fears of the consequences of exposure to, or inhalation of, asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos, asbestos fibres or derivatives of asbestos;
- ii the cost of cleaning up, or removal of, or **damage** to property arising out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos, asbestos fibres or derivatives of asbestos.



Definitions applying to this section of the policy

Insured person

Members, **voluntary workers** and employees (which term shall include **your** minister) of the church while acting under **your** authority and engaged in **your** church business or activities.

Accidental bodily injury

Bodily injury or injuries caused directly by accidental means or by unavoidable exposure to the natural elements which within 104 weeks from the date of the accident or exposure results in the death or disablement of the **insured person**.

Loss of limb

Permanent loss of use (by physical severance or otherwise) of one or both hands at or above the wrist or one or both feet at or above the ankle.

Loss of sight

Permanent, total and irrecoverable loss of sight or ability to perceive light in one or both eyes.

Permanent total disablement

Total and absolute disablement which prevents the **insured person** from attending to all gainful employment and, having lasted a continuous period of 104 weeks, is beyond hope of improvement.

Temporary total disablement

Disablement which totally prevents the **insured person** from attending to or engaging in a substantial and essential part of their normal church duties or activities.

What is covered

If any **insured person** suffers **accidental bodily injury** during the period of insurance within the **territorial limits** **we** will pay **you** the benefits shown in the table of benefits overleaf.

We will also pay for:

- i medical and surgical expenses incurred by the **insured person** up to £100;
- ii damage to the **insured person's** clothing and personal effects, if not insured elsewhere under this policy, up to £100;

arising from **accidental bodily injury** for which benefit is paid under this section.

The benefits payable under this section will be paid to **you** in the event of an **insured person** sustaining **accidental bodily injury** arising from assault or violence being caused to them in the course of theft, or attempt thereof, of **money** insured by section 3 – money.

The most **we** will pay for all **accidental bodily injury** to insured persons arising from or caused by any one incident or occurrence is £500,000, but **we** shall not pay to any one **insured person** more than the amount of benefit shown in the table of benefits.

What is not covered

We will not pay benefits for bodily injury resulting from:

- i any criminal act by an **insured person**;
- ii intentional self injury, suicide or attempted suicide, insanity, mental instability or depression by or of the **insured person**;
- iii the **insured person** taking part in civil commotion or riot;
- iv the use of alcohol or drugs by the **insured person**;
- v any pre-existing medical conditions which ought reasonably to have been within the knowledge and belief of the **insured person** or **you** at inception of this insurance or at renewal and which has not been declared to **us** and accepted by **us** in writing;
- vi childbirth or pregnancy;
- vii wilful exposure to needless peril (except in an attempt to save human life);
- viii aqualung diving, water-skiing, parascending, flying (except as a fare-paying passenger), hang-gliding, parachuting, hunting on horseback, polo, show jumping, steeplechasing, racing (except on foot), riding motor cycles or motor scooters, martial arts, boxing, wrestling, winter sports (other than curling), hurling, association football, rugby union, rugby league, american football, mountaineering, cliff or rock climbing, abseiling, bungee-jumping, canyoning, potholing, boating or yachting outside United Kingdom territorial waters, boating in vessels capable of speeds in excess of 15 knots, professional or semi-professional sport, service in the armed forces;
- ix work involving the use of ladders or scaffolding more than 6 metres from ground or floor level;
- x work on the exterior of a building more than 6 metres from ground level;
- xi use of woodworking machinery;
- xii tree felling, lopping, pollarding or topping;
- xiii HIV (human immunodeficiency virus) and/or any HIV related illness including AIDS (acquired immune deficiency syndrome) and/or any mutant derivatives thereof however caused.

Personal accident table of benefits

Accidental bodily injury resulting in:

Amount of benefit payable for the **insured person** in the following age ranges:

	Ages 5-15 years inclusive	Ages 16-80 years inclusive
Death	£10,000	£10,000
Permanent total disablement	£10,000	£10,000
Loss of limb	£10,000	£10,000
Loss of sight	£10,000	£10,000
Temporary total disablement for a period not exceeding 104 weeks in all at a rate per week of:	£10	£100

No benefit is payable for an **insured person** whose age is outside the ranges shown above.

Extensions applying to section 6 - Personal accident

What is covered

We will extend the cover under this section to pay for:

Extension Number

1. Temporary visits abroad

Ministers, whether on duty or not, within the **territorial limits** or whilst on temporary visits outside the **territorial limits**.

Further, subject to **our** prior agreement in writing and to payment of an additional premium if requested by **us**, the cover by this section is extended to insure **you, your** employees and **your** church members whilst on temporary visits outside the **territorial limits** in connection with **your** church business or activities.

What is not covered

We will not pay benefits for bodily injury resulting from any cause listed in "what is not covered" in this section.



This section is underwritten by DAS Legal Expenses Insurance Company Ltd.

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

DAS Legal Expenses Insurance Company Limited. Head and registered office: DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. Registered in England and Wales company number 103274. 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. Website: www.daslaw.co.uk

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

Financial Services Compensation Scheme

DAS are covered by the Financial Services Compensation Scheme (FSCS). Compensation from the scheme may be claimed if **DAS** cannot meet its obligations. This will be dependent on the type of business and the circumstances of the claim. More information on the compensation scheme arrangements can be found on the FSCS website, www.fscs.org.uk

Definitions applying to this section of the policy

Appointed representative

The **preferred law firm**, law firm, **tax consultancy**, accountant or other suitably qualified person, **DAS** will appoint to act on the insured person's behalf.

Business

As shown as the insured in **your schedule**.

Costs and expenses

- i All reasonable and necessary costs chargeable by the **appointed representative** and agreed by **DAS** in accordance with the **DAS standard terms of appointment**.
- ii 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 **DAS's** agreement.

Countries covered

- i For insured incidents 2. legal defence excluding 2iv, and bodily 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.
- ii For all other insured incidents
The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, and the Channel Islands.

DAS

DAS Legal Expenses Insurance Company Limited.

DAS standard terms of appointment

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

Date of occurrence

- i For civil cases (other than under insured incident 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.)
- ii For criminal cases, the date the **insured person** began, or is alleged to have begun, to break the law.
- iii For insured incident 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, refuse to renew or cancel your licence, mandatory registration or British Standard Certificate of Registration.
- iv For insured incident 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** or **employer compliance disputes**, the date the dispute arises during the period of insurance following the issue of an assessment, written decision or notice of a civil penalty.

Employer compliance dispute

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

Definitions applying to this section of the policy (continued)

Insured person

You and **your** ministers, layworkers, youth workers, voluntary workers and employees.

Period of insurance

The period for which **DAS** have agreed to cover the **insured person**.

Preferred law firm or tax consultancy

A law firm, barrister's 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 **DAS** audit regularly. They are appointed according to the **DAS Standard Terms of Appointment**.

Reasonable prospects

- i For civil cases, the prospects that the **insured person** will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that **DAS** have 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's** behalf, will assess whether there are reasonable prospects.
- ii For criminal cases there is no requirement for there to be prospects of a successful outcome, however for appeals the prospects must be at least 51%.

Tax enquiry

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

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

You, your

The **business** that has taken out this policy (shown as the insured in **your schedule**).

Cover details

Cover will be provided to the **insured person** in respect of any insured incident arising in connection with the **insured person's** ministry or related activities for the insured if the premium has been paid.

DAS agree to provide the insurance in this policy in accordance with the operative covers shown in **your schedule** as long as:

- i the **date of occurrence** of the insured incident happens during the **period of insurance** and within the countries covered; and
- ii any legal proceedings will be dealt with by a court, or other body which **DAS** agree to, in the countries covered; and
- iii in civil claims it is always more likely than not that an **insured person** will recover damages (or obtain any other legal remedy which **DAS** have agreed to) or make a successful defence.

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

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

DAS will pay compensation awards that **DAS** have agreed to.

The most **DAS** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000.

The most **DAS** will pay in **costs and expenses** is no more than the amount **DAS** would have paid to a **preferred law firm** or **tax consultancy**. The amount **DAS** will pay a law firm (where acting as an **appointed representative**) is currently £100 per hour. This amount may vary from time to time.

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 **DAS** pay the costs and expenses for appeals, **DAS** must agree that reasonable prospects exist.

For an enforcement of judgment to recover money and interest due to **you** after a successful claim under this policy, **DAS** must agree that **reasonable prospects** exist.

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 **DAS** will pay in **costs and expenses** is the value of the likely award, and

In respect of Legal defence 6 Jury service and court attendance the maximum **DAS** 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 pays.

What **DAS** 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 **DAS**.
- 2 The total of the compensation awards payable by **DAS** shall not exceed £1,000,000 in any one **period of insurance**.

What is covered

Insured
Incident

1. Employment disputes and compensation awards

i Employment disputes

Costs and expenses to defend **your** legal rights:

- a 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 to commence the Early Conciliation procedure;
- b in unfair dismissal disputes under the ACAS Arbitration Scheme;
- c 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.

ii Compensation awards

DAS will pay:

- a any basic and compensatory award; and/or
- b an order for compensation following a breach of **your** statutory duties under employment legislation in respect of a claim **DAS** have accepted under insured incident 1. employment disputes and compensation awards;

provided that:

- i in cases relating to performance and/or conduct, **you** have throughout the employment dispute either:
 - a followed the ACAS Code of Disciplinary and Grievance Procedures;
 - b followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland;
 - c sought and followed advice from **DAS** legal advice service (see helplines on page 7).
- ii for an order of compensation following **your** breach of statutory duty under employment legislation **you** have at all times sought and followed advice from **DAS** legal advice service since the date when **you** should have known about the employment dispute (see helplines on page 7);
- iii for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, **you** have sought and followed advice from **DAS** claims department before starting any redundancy process or procedure with **your** employees (telephone number above);
- iv the compensation is awarded by a 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

- i Unless equivalent legal expenses insurance was continuously in force immediately prior to the inception of this policy:
 - a any dispute where the originating cause of action arises within the first 90 days of the commencement of this policy;
 - b any dispute with an employee who was subject to a written or oral warning (formal or informal) within 180 days immediately preceding the inception date of this policy if the **date of occurrence** was within the first 180 days of the commencement of this policy;
 - c any redundancy or alleged redundancy or unfair selection for redundancy arising within the first 180 days of the commencement of this policy.
- ii Damages for personal injury or loss of or damage to property.
- iii Transfer of Undertakings Regulations (TUPE) or the Transfer of Employment (Pension Protection) Regulations.
- 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 and 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 A compensation award or increase in a 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

Insured
Incident

iii 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.

- i Criminal pre-proceedings cover prior to the issue of legal proceedings, when dealing with the Police, Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer where it is alleged that the **insured person** has or may have committed a criminal offence.
- ii Criminal prosecution defence following an event which leads to the **insured person** being prosecuted in a court of criminal jurisdiction.

*Please note **DAS** will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the **business** shown in **your schedule**. Please see **DAS** agreement.*

- iii Data protection and information commissioner registration:
 - a if civil action is taken against the **insured person** for compensation under section 13 of the Data Protection Act 1998. **DAS** will also pay any compensation award made against the insured person under section 13 of the Data Protection Act 1998;
 - b in an appeal against the refusal of the Information Commissioner to register **your** application for registration.

*Please note **DAS** will not cover the cost of fines imposed by the Information Commissioner. Please see exclusion 3 on page 46.*

- iv Statutory notice appeals
 - a an appeal against the imposition of terms of any Statutory Notice issued in connection with **your** licence, mandatory registration or British Standard Certificate of Registration.
 - b a statutory notice issued by an **insured person's** regulatory or governing body.
- v Wrongful arrest
If civil action is taken against **you** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**.

What is not covered

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

A claim related to prosecution due to infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

A claim related to prosecution due to infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

What is covered

Insured
Incident

3. Property protection and personal injury

i Property protection

Costs and expenses in a civil dispute relating to material property which is owned by **you**, or is **your** responsibility following:

- a any event which causes physical damage to such material property;
- b a legal nuisance (meaning any unlawful interference with **your** use or enjoyment of **your** land, or some right over, or in connection with it);
- c a trespass.

*Please note that **you** must have established the legal ownership or right to the land that is the subject of the dispute.*

ii Personal injury

At **your** request, **DAS** 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.

4. Tax protection

- i A **tax enquiry**.
- ii An **employer compliance dispute**.
- iii A **VAT dispute**.

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

*Please note **DAS** will only cover tax claims which arise in direct connection with the activities of the **business** shown in **your schedule**. Please see **DAS** agreement.*

What is not covered

Any claim relating to the following:

- a a contract **you** have entered into;
- b goods in transit or goods lent or hired out;
- c goods at premises other than those occupied by **you** unless the goods are at the premises for the purpose of installations or use in work to be carried out by **you**;
- d mining subsidence;
- e defending **your** legal rights but **DAS** will cover defending a counter-claim;
- f a motor vehicle owned or used by, or hired or leased to an **insured person** other than damage to motor vehicles where **you** are engaged in the business of selling motor vehicles;
- g the enforcement of a covenant by or against **you**.

Any claim relating to the following:

- a any illness or bodily injury that happens gradually;
- b psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury;
- c defending an **insured person's** or their family members' legal rights other than in defending a counter-claim;
- d clinical negligence.

- a Any claim relating to a tax avoidance scheme
- b Any failure to register for Value Added Tax or Pay As **You** Earn.
- c Any investigation or enquiries by, with or on behalf of HM Revenue & Customs Special Investigations Section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue & Customs Prosecution Office.
- d Any claim relating to import or excise duties and import VAT.
- e Any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

Exclusions applying to Section 7 - Legal protection

Exclusion
Number

1. Late reported claims

Any claim reported to **DAS** more than 180 days after the date the **insured person** should have known about the insured incident.

2. Costs **DAS** have not agreed

Costs and expenses incurred before **DAS** written acceptance of a claim.

3. Court awards and fines

Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority, other than compensation awards covered under insured incidents employment disputes and compensation awards and legal defence.

4. Legal action **DAS** have not agreed to

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. Intellectual property rights

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

6. Deliberate acts

Any insured incident deliberately or intentionally caused by an **insured person**.

7. Franchise or agency agreements

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

8. A dispute with **DAS**

A dispute with **DAS** not otherwise dealt with under policy condition 8.

9. Shareholding or partnership disputes

Any claim relating to a shareholding or partnership share in the **business** shown in **your schedule**.

10. Judicial review

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

11. Nuclear, war and terrorism risks

Any claim caused by, contributed to by or arising from:

- i ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
- ii the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
- iii war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined by the Terrorism Act 2000;
- iv pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

12. Bankruptcy

Any claim where either at the start of, or during the course of a claim, **you**:

- i are declared bankrupt;
- ii have filed a bankruptcy petition;
- iii have filed a winding-up petition;
- iv have made an arrangement with **your** creditors;
- v have entered into a deed of arrangement;
- vi are in liquidation;
- vii part or all of **your** affairs or property are in the care or control of a receiver or administrator.

13. Defamation

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

14. Calendar date devices

Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.

15. Litigant in person

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

Conditions applying to section 7 - Legal protection

Condition
Number

1. Your representation

- i 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.
- ii 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 **DAS** are liable to pay a compensation award.
- iii 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 **DAS** will pay is the amount **DAS** would have paid if they had agreed to the **DAS Standard Terms of Appointment**. The amount **DAS** will pay a law firm (where acting as the **appointed representative**) is currently £100 per hour. This amount may vary from time to time.
- iv 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. Your responsibilities

An **insured person** must:

- i co-operate fully with **DAS** and the **appointed representative**;
- ii give the **appointed representative** any instructions that **DAS** ask **you** to.

3. Offers to settle a claim

- i An **insured person** must tell **DAS** if anyone offers to settle a claim and must not negotiate or agree to any settlement without **our** written consent.
- ii If an **insured person** does not accept a reasonable offer to settle a claim, **DAS** may refuse to pay further **costs and expenses**.
- iii **DAS** 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 **DAS's** own expense and for their 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. Assessing and recovering costs

- i An **insured person** must instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **DAS** ask for this.
- ii An **insured person** must take every step to recover **costs and expenses** and court attendance and jury service expenses that **DAS** have to pay and must pay **DAS** any amounts that are recovered.

5. Cancelling an appointed representative

If the **appointed representative** refuses to continue acting for an **insured person** with **representative's appointment** good reason or if an **insured person** dismisses the **appointed representative** without good reason, the cover **DAS** provide will end at once, unless **DAS** agree to appoint another **appointed representative**.

6. Withdrawing cover

If an **insured person** settles a claim or withdraws their claim without **DAS** agreement, or does not give suitable instructions to the **appointed representative**, **DAS** can withdraw cover and will be entitled to reclaim any **costs and expenses** **DAS** have paid.

7. Expert opinion

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 **DAS** 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. Arbitration

If there is a disagreement between **you** and **DAS** about the handling of a claim and it is not resolved through **DAS's** internal complaints procedure and you are a small business, **you** can contact the Financial Ombudsman Service for help. Details available from www.financial-ombudsman.org.uk. Alternatively there is a separate arbitration process (this applies to all sizes of business). The arbitrator will be a barrister chosen jointly by **you** and **DAS**. If there is a disagreement over the choice of arbitrator, **DAS** will ask the Chartered Institute of Arbitrators to decide.

9. Keeping to the policy terms

An **insured person** must:

- i keep to the terms and conditions of this policy;
- ii take reasonable steps to avoid and prevent claims;
- iii take reasonable steps to avoid incurring unnecessary costs;
- iv send everything **DAS** ask for in writing; and
- v report to **DAS** full and factual details of any claim as soon as possible and give **DAS** any information **DAS** need.

10. Cancelling the policy

DAS can cancel this policy at any time as long as **DAS** tell **you** at least 14 days beforehand.

You can cancel this policy at any time as long as **DAS** are told at least 14 days beforehand.

11. Fraudulent claims

DAS will, at **DAS's** discretion, void the policy (make it invalid) from the date of claim, and/or alleged claim, or **DAS** will not pay the claim if:

- i a claim the **insured person** has made to obtain benefit under this policy is fraudulent or intentionally exaggerated; or
- ii a false declaration or statement is made in support of a claim.

Where the above circumstances apply, as part of **DAS's** fraud prevention measures **DAS** will, at **DAS's** discretion, also share information with other parties such as the police, government bodies and anti-fraud organisations.

12. Claims under this policy

Apart from **DAS**, **you** are the only person who may enforce all or any part of this policy and **by a third party** the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third-party rights or interest.

13. Other insurances

If any claim covered under this policy is also covered by another policy, or would have been covered if this policy did not exist, **we** will only pay **DAS's** share of the claim even if the other insurer refuses the claim.

14. Law that applies

This policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **your business** is registered. Otherwise the law of England and Wales applies. All Acts of Parliament mentioned in this policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

Data protection

To provide and administer the legal advice service and legal expenses insurance **DAS** must process the personal data (including sensitive personal data such as convictions) that **DAS** collect from **you** in accordance with **DAS** Privacy Policy.

To do so, **DAS** may need to send this information to other parties, such as lawyers or other experts, the court, insurance intermediaries or insurance companies. To give **you** legal advice, **DAS** may have to send information outside the European Economic Area.

In doing this, **DAS** will comply with the Data Protection Act 1998. Unless required by law or by a professional body, **DAS** will not disclose personal data about an **insured person** to any other person or organisation without written consent.

For any questions or comments, or requests to see a copy of the information **DAS** hold about **you**, please write to the Group Data Protection Controller at **DAS** Head Office address below.

How to make a complaint

DAS always aim to give **you** a high quality service. If **you** think **DAS** have let **you** down, please write to **DAS** Customer Relations Department at **DAS** Head Office address:

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

Registered in England and Wales, number 103274.

Or **you** can phone **DAS** on 0344 139 013 or email **DAS** at customerrelations@das.co.uk
Details of **DAS** internal complaint-handling procedures are available on request.

If **you** are still not satisfied and are a small business **you** can contact the insurance division of the Financial Ombudsman Service at Financial Ombudsman Service, Exchange Tower, London E14 9SR

You can also contact them on:

Customer helpline

Open Monday to Friday – 8.00am to 8.00pm; Saturday 9.00am to 1.00pm

- ① 0800 023 4567 (free from mobile phones and landlines),
- ① 0300 123 9123 (calls cost no more than calls to 01 or 02 numbers)

✉ complaint.info@financialombudsman.org.uk
Website www.financial-ombudsman.org.uk

Using this service does not affect **your** right to take legal action.



Church Choice



Congregational

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