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Introduction

Thank you for choosing Ecclesiastical

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

Policy information

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

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

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

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

If your needs change, please tell us.

Fund raising events and special activities

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

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

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

www.ecclesiastical.com/madesimple

How we will use your data

We hold data in accordance with the Data Protection Act 1998. It may be necessary for us to pass data to other organisations that supply products and services for this policy.

Fraud prevention

We may check your details with various fraud prevention and credit reference agencies. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. If you make a claim, we will share your information (where necessary) with other companies to prevent fraudulent claims.

For further information on how we use your data and fraud prevention please refer to our Privacy Policy at www.ecclesiastical.com/privacypolicy

Useful information and telephone numbers

Claims enquiries

0345 603 8381 (UK only)

or, if you are calling from abroad,

+44 (0) 1452 872 701

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

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

Other enquiries

0345 777 3322

Monday to Friday 8am to 6pm

Email churches@ecclesiastical.com

Church Matters Website

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

www.ecclesiastical.com/church

Church Insurance Made Simple

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

www.ecclesiastical.com/madesimple

General definitions

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

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

Authorised volunteers

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

Church council

means the Parochial Church Council or Vestry.

Company/we/our/us

means Ecclesiastical Insurance Office plc.

Condition precedent to liability

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

Damage

means physical loss, destruction or damage.

Excess

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

Geographical limits

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

Insured/you/your

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

Money

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

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

Personal effects

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

Personal effects does not include:

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

Premises

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

Unused

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

Vermin

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

Insuring clause

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

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

General exclusions

This policy does not cover

1

Other insurances

Property more specifically insured under another policy.

2

Radioactive contamination

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

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

This exclusion does not apply to

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

3

War risks

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

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



Date recognition

This exclusion does not apply to the Liabilities section and the Personal accident section.

Definitions specific to this exclusion

Computer

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

Defined peril

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

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

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

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

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

5

Terrorism

Definitions specific to this exclusion

In respect of

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

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

b) all other instances

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

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

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

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

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

General conditions

1

Policy voidable

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

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

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

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

2 Reasonable care

with effect from inception.

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

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

3 Unused buildings

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

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

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

4 Alteration of risk

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

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

You must tell us as soon as is reasonably possible.

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

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

5

Multiple insurances

All sections except those detailed separately below

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

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

Liabilities and Money sections

10

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

Personal accident section

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

Fraudulent claims

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

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

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

7 Arbitration

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

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

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

8 Cancellation

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

9 Long term agreement

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

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

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

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

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

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

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

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

13 Assignment

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

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

0 Law applicable

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

11 Rights of third parties

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

12 Sanctions

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

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

Claims conditions

Your duties

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

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

Additional conditions apply to Theft by officials cover which are detailed in the section.

Our rights

We may:

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

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

- (c) enter any building where *damage* has occurred and take and keep possession of any property insured by this policy.
 - **We** will not accept property abandoned to **us**.

 This policy shall be proof that **you** have authorised **our** rights under this condition;
- (d) at any time pay to **you** the limit of indemnity:
 - (i) in the case of Employers' liability or Prosecution defence cost claims less any amount already paid or incurred;
 - (ii) in the case of Public and products liability claims less any amount already paid or incurred as damages;

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

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

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

1 Property damage

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

Definitions

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

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

Buildings

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

Buildings include:

- (a) windows of plain or coloured glass;
- (b) fixtures and fittings, heating and lighting installations, boundary walls, fences, footbridges, gates, notice boards, paths, car parks, drives, paved and other hardstanding areas, tool sheds and other small outbuildings;
- (c) satellite dishes, wind turbines and solar panels all fixed to the buildings;

all belonging to you or for which you are responsible.

Contents

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

Contents does not include:

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

Insured event(s)

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

Insured property

means the insured property described in the schedule.

Reinstatement techniques and materials

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

COVER

We will indemnify **you** (by payment in accordance with the Basis of settlement shown on pages 21 - 23) in respect of **damage** to the **insured property** by any **insured event** happening during the period of insurance.

What is not covered

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

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

Definitions specific to this exclusion

Heave

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

Landslip

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

Subsidence

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

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

Definitions specific to this exclusion

Denial of service attack(s)

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

Hacking

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

Virus or similar mechanism

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

Insurable events

What is covered

1. Fire, lightning and explosion

Fire, lightning, explosion or smoke.

2. Aircraft

Aircraft and flying objects or items dropped from them.

3. Riot

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

4. Malicious persons

5. Earthquake

6. Storm

What is not covered

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

Damage resulting from cessation of work.

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

(i) **Damage** by:

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

What is covered

7. Flood

16

Flood caused by:

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

8. Escape of water

Escape of water from any tank, apparatus or pipe.

9. Burst pipes

Freezing of water in any tank, apparatus or pipe.

10. Escape of oil

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

11. Impact

Impact by any road or rail vehicle or animal.

12. Falling trees

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

13. Falling aerials

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

What is not covered

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

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

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

Falling trees branches telegraph notes lamp nosts or

What is covered

14. Accidental damage

Any other accidental *damage*.

What is not covered

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

What is covered

18

15. Theft or attempted theft

Subject to the following limits:

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

16. Glass, sanitary fixtures and signs

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

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

What is not covered

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

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

17. Act of Terrorism

Definitions specific to this Insurable event

These definitions are specific to this Insurable event and replace any other similar definitions contained elsewhere in this policy as regards cover provided by this Insurable event.

Act of terrorism

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

Business interruption

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

Denial of service attack

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

Denial of service attacks include but are not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

Event

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

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

Hacking

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

Phishing

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

Property insured

means all property which is insured under this policy.

Excluding:

any land or building which is occupied as a private residence or any part thereof which is so occupied unless

- (i) the remainder of the building is not a private residence and is insured under this policy;
- (ii) such land or building is not insured in the name of an individual.

Territorial limits

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

Virus or similar mechanism

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

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

What is covered

For this Insurable event only the COVER as stated on page 14 is deleted and replaced by the following.

We will pay you for

- (a) damage to or the destruction of *property insured*;
- (b) **business interruption** as insured by the Loss of income section;

occasioned by or happening through or in consequence of an *act of terrorism* within the *territorial limits*.

What is not covered

We will not be liable for any losses whatsoever

- occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
- (2) arising under
 - (a) marine aviation and transit policies;
 - (b) motor insurance policies;
 - (c) bankers blanket bond;

continued

continued

What is covered

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Provided always that the insurance by this event:

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

Basis of settlement for this Insurable event

As described in the relevant section of this policy in respect of damage to or destruction of the *property insured* or *business interruption*.

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

- (a) the total sum insured: or
- (b) for each item its individual sum insured; or
- (c) any other limit of liability; as stated in the relevant section of this policy.

Condition

(1) If **we** allege that any loss is not covered by this Insurable event the burden of proving that such loss is covered shall be upon **you**.

What is not covered

- (3) directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from:
 - (a) the alteration, modification, distortion, corruption of or damage to any computer or other equipment or component or system or item which processes stores transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software);
 - (b) any alteration, modification, distortion, erasure, corruption of data processed by any such computer or other equipment or component or system or item;

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

Basis of settlement

We will pay for

Buildings

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

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

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

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

(i) the *buildings* are in a poor state of repair or decoration;

or

(ii) there is unnecessary delay in carrying out the work;

or

- (iii) repair or replacement is not carried out.
- (b) The following additional costs all reasonably and necessarily incurred in repair or replacement following insured *damage*:
 - (i) Reasonable architects', surveyors', consulting engineers' and other professional fees;
 - (ii) The cost of removing debris, dismantling, demolition, shoring-up or propping.

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

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

We will not pay for

In respect of (a)

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

In respect of (b)

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

continued

continued

We will pay for

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

(hereinafter referred to as "the Stipulations").

We will not pay for

In respect of (b) (iii)

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

Special conditions applicable to (iii) above

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

We will pay for

Contents

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

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

We will not deduct any amount for wear and tear (except for items insured under extension 4 Personal effects, see page 25).

We will not pay for

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

Limit

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

Reinstatement of sum insured

Applicable to Buildings and Contents

(not applicable to any limits in the extensions to this section other than the All Risks extension)

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

Provided that:

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

Inflation protection

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

The annual renewal premium will be amended accordingly.

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

Extensions

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

Unless specifically stated otherwise these extensions do not increase *our* liability as stated in the Limit paragraph on page 23

What is covered

1. Office equipment away from premises

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

Limit

£10,000 any one claim.

2. Musical instruments and other portable items

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

whilst in the care of **you** or **your** employees or an **authorised volunteer** following **damage** by any **insured event** anywhere in the **geographical limits**.

Limit

£2,500 any one item and £10,000 for any one claim.

What is not covered

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

3. Temporary removal

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

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

or

(b) at or in transit to or from a bank; following *damage* by any *insured* event.

Limit

£10,000 any one claim.

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

What is covered

4. Personal effects

Personal effects belonging to the **Insured**, employees and **authorised volunteers**, whilst engaged in **your** business or authorised activities anywhere in the **geographical limits** following **damage** by any **insured event**.

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

Limit

£1,000 per person.

5. New contents acquired during the period of insurance

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

New items of *contents* acquired during the period of insurance up to £50,000 any one period of insurance. At next renewal of the policy, *you* must tell *us* about such additional items and the renewal premium for the year ahead will be based upon the updated sums insured. If *you* fail to tell *us* about such increases at renewal, *you* may not be insured for the new items after the renewal date.

6. Raffle prizes and donated goods

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

Limit

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

What is not covered

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

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

What is covered

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7. Exhibitions, festivals and events

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

Special condition

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

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

Limit

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

8. Damage by the emergency services

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

Limit

£10,000 any one claim.

9. Property in the open

Damage to the following property in the grounds by any *insured event*

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

Limit

£5,000 any one claim.

What is not covered

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

Damage caused by Police raids.

What is covered

10. Loss or theft of keys

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

Limit

£5,000 any one claim.

11. Service pipes, cables, sewers and drains

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

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

This includes the cost of clearing blockages.

Limit

£15,000 any one loss.

12. Frozen food

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

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

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

Limit

 $\pounds 20,\!000$ for any one period of insurance and $\pounds 5,\!000$ in respect of any one appliance.

What is not covered

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

What is covered

13. Loss of oil gas or water

We will pay for:

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

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

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

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

What is not covered

14. Minor contract works

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

Notes

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

Definitions specific to this extension

Act of terrorism

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

All risks

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

Contractor(s)

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

Contract works

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

Insured contract

means any JCT minor standard or intermediate building contract in which the employer is required to take out a joint names policy, provided that the value of the contract does not exceed £150,000.

Also any similar contract with our agreement.

In the case of separate contracts relating to one project at the **premises**, the limit of £150,000 referred to above relates to the total value of all the contracts involved.

Site materials

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

Specified perils

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

What is covered

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

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

- (a) the existing structures and any contents for which **you** are responsible;
- (b) the *contract works* and *site materials*; is considered to be in the joint names of *you* and the *contractor* but only in so far as this is required under the terms of the *insured contract*.

Amount payable

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

(a) for existing structures and *contents* for which *you* are responsible, the sums insured by the relevant
 building and contents items at the time of the
 damage;

continued

What is not covered

- Penalties under the *insured contract* for delay or non-completion or consequential loss of any nature except as specifically provided for under this extension.
- (ii) **Damage** to:
 - (a) deeds, bonds, bills of exchange, promissory notes, cash, bank notes, cheques, securities for money or stamps;
 - (b) any craft designed to travel in, on or through water, air or space;
 - (c) any mechanical plant and equipment;
 - (d) any property (including that being altered or repaired) which already existed at the time of the commencement of the *insured contract* other than *site materials*;
 - (e) the permanent works or any part thereof in respect of which a certificate of completion has been issued by or to the *Insured* or which has been completed and handed over to or taken into use with the permission of the *Insured*, for a purpose other than for the performance of the *insured* contract.

continued

What is covered

(b) £150,000 in respect of the **contract works** and **site materials**.

Off-site storage

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

Limit

30

£7,500 any one storage site.

What is not covered

(iii) Damage by an act of terrorism unless you have included the Act of Terrorism insurable event under this section of the policy and paid the appropriate additional premium.

15. Archaeological costs

Definitions specific to this extension

Archaeological rescue work

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

Archaeological research work

means any other archaeological exercise.

What is covered

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

Limit

£250,000 any one claim.

What is not covered

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

What is covered What is not covered 16. Spontaneous heating Damage to coal, coke or wood blocks by its own spontaneous fermentation, heating or combustion. 17. Trace and access The costs and expenses necessarily and reasonably incurred by you with our consent in locating the source of damage caused by an escape of oil or water from any fixed water or heating system in the buildings and in subsequent repair of damage caused by locating the source. Limit £50,000 any one claim. 18. Extinguisher and alarm re-setting expenses The reasonable costs incurred by you in refilling fire extinguishing appliances, replacing sprinkler heads and resetting fire or intruder alarm systems solely in consequence of their activation following an insured event. 19. Planning (Listed Buildings and **Conservation Areas) Act 1990** The cover provided by this extension increases the sum insured for buildings that applies but only to the extent stated. The cost of meeting local authority conditions made under the Planning (Listed Buildings and Conservation

The maximum **we** will pay under this extension is 20% of the sum insured for the **buildings** that have been damaged.

sum insured.

Areas) Act 1990 and amending legislation (or equivalent legislation in Scotland and Northern Ireland) following *damage* by any *insured event* should these costs exceed the cover provided within the relevant *buildings*

What is covered

20. All Risks

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The limit provided by this extension for any specified items is in addition to the contents sums insured stated on *your* schedule.

Where 'Unspecified Items' is shown in the schedule the following limits apply.

\$5,000\$ (unless stated otherwise in the schedule) for all claims in any one period of insurance.

Contents:

£1,000 for any one item.

The insurance, by any item to which this extension applies, is for accidental *damage* to the items insured situated anywhere in the area covered (as shown in the schedule).

21. Non-invalidation

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

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

What is not covered

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

2 Loss of income

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

Definitions

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

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

Computer equipment

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

Damage

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

Income

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

Indemnity period

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

Insured event(s)

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

The Act of terrorism event is only operative if selected under this section and an appropriate premium paid.

Cover

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

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

What is not covered

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

- (i) Loss where there is unnecessary delay on your part in repairing or replacing the property.
- (ii) Loss due to archaeological exercise except as provided for under extension 7 of this section.

Basis of settlement

We will pay for

1. Loss of income

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

continued

We will not pay for

We will pay

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

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

2. Additional expenditure

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

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

3. Professional accountant's charges

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

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

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

We will not pay for

Limit of indemnity

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

Extensions

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

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

What is covered

1. Prevention of access

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

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

What is not covered

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

2. Loss of telephone, electricity, gas or water

Losses following the accidental failure of:

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

Limit

£5,000 any one claim.

- (i) Any failure of less than 4 hours.
- (ii) Failure due to the deliberate act of the telephone or supply authorities or as a result of strikes or other industrial action.

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

- (a) any occurrence of a *specified disease* being contracted by a person at the *premises* or within a radius of 25 miles of the *premises*;
- (b) any discovery of an organism at the *premises* likely to result in the occurrence of a *specified disease* being contracted by a person at the *premises*;

continued

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

What is covered

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- (c) any injury or illness sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided at the *premises*;
- (d) any accident causing defects in drains or other sanitary arrangements at the *premises*;which causes restrictions in the use of the *premises* on

the order or advice of the competent local authority.

- (e) any discovery of **vermin** at the **premises**;
- (f) murder, rape or suicide at the *premises*.

Special conditions

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

What is not covered

Rubella

Smallpox

Tetanus

Scarlet fever

Tuberculosis

Typhoid fever

Typhus fever

Definition specific to this extension

Specified disease

means

Acute encephalitis Measles Acute poliomyelitis Meningitis Anthrax Meningococcal Cholera septicaemia (without Diphtheria meningitis) Dysentery Mumps Ophthalmia neonatorum Legionellosis Legionnaires' disease Paratyphoid fever

Legionnaires' disease Paratyphoid fever Viral haemorrhagic fever Leprosy Plague Viral hepatitis

Leptospirosis Rabies Whooping cough
Malaria Relapsing fever Yellow fever

What is covered

4. Book debts

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

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

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

Special condition

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

5. Other venues

Damage

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

Limit

£10,000 any one incident.

What is not covered

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

What is covered

6. Suppliers' extension

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

Limit

38

£10,000 any one claim.

What is not covered

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

7. Archaeological digs

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

8. Utilities

Damage at any:

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

9. Bomb scare

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

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

Limit

£5,000 any one incident.

10. Church hall event

Definitions specific to this extension

Abandonment

means the inability to complete the event once commenced.

Cancellation

means the inability to proceed with the event.

Event

means any event arranged by you at the premises.

Postponement

means the unavoidable deferment of the event to another time.

What is covered

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

Limit

£1,000 any one claim.

What is not covered

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

What is covered

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11. Reinstatement of data

The limit provided by this extension is in addition to the limit of indemnity stated on **your** schedule.

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

Providing that:

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

Limit

£25,000 any one period of insurance.

Special condition - Back-up records

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

12. Computers - Increased Cost of Working

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

Limit

£25,000 any one period of insurance.

What is not covered

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

3 Money

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

Definitions

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

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

In transit

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

Non-negotiable money

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

What is covered

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

What is not covered

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

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

1. Non-negotiable money

2. Other money

Money other than non-negotiable money:

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

Extensions

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

What is covered

1. Damage to safes

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

2. Damage to personal effects

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

Limit

£1,000 per person.

3. Fund raising events

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

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

4. Fraud and identity theft

We will pay you for

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

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

continued

What is not covered

In respect of (a):

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

What is covered

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

Limit

£1,000 any one period of insurance.

What is not covered

Special condition

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

£3,000 to £5,000

2 persons

Over £5,000 but less than £10,000

3 persons

£10,000 or over

a professional security firm.



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

Definitions

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

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

Acting in collusion

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

Excess

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

Official(s)

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

One claim

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

Theft

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

What is covered

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

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

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

Provided that:

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

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

What is not covered

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

Limit of indemnity

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

Special conditions

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1. Notice of loss

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

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

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

2. Recoveries

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

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

3. Deduction from loss

The following shall be deducted from the loss:

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

4. Loss prevention

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

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

5 Liabilities

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

Definitions

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

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

Act of terrorism

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

Asbestos

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

Bodily injury

means bodily injury, death, disease or illness.

Business

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

- (a) the ownership, repair and maintenance of your property and premises;
- (b) the provision of catering, social, sports, welfare facilities and first aid services for **employed persons**, church members and visitors;
- (c) the provision of fire and security services maintained only for the protection of premises owned, or occupied, by **you**;

but does not include any work undertaken offshore.

Data

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

Employed person

means

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

Employee

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

Event

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

Injury

means bodily injury, wrongful arrest or false imprisonment.

Legal costs

means

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(a) claimant's costs and expenses recoverable from **you** in respect of any claim which is the subject matter of indemnity under this section of the policy;

- (b) (i) the costs of legal representation at:
 - (1) any coroner's inquest or inquiry in respect of any death;
 - (2) proceedings in any court arising out of any alleged breach of statutory duty which may be the subject of indemnity under this section of the policy;
 - (ii) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under this section of the policy;

incurred with our prior written consent.

Offshore

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

Pollution or contamination

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

Principal

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

Products

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

Property

means material property but this does not include data.

You/your/yours

means the *Insured*.

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

- (a) **your** personal representatives in respect of legal liability incurred by **you**;
- (b) at *your* request:
 - (i) any *principal*;
 - (ii) any hall committee member or officer, *employed person*, licensed clergy, *church council* member or churchwarden or officer of *yours*;

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

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

Cover 1 - Employers' liability

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

What is covered

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

(a) within the *geographical limits*;

or

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

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

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

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

What is not covered

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

Employers' liability extension

The following is subject to the terms of the policy.

What is covered

Unsatisfied court judgements

Where a judgement for damages has been obtained:

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

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

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

What is not covered

Cover 2 - Public and products liability

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

What is covered

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

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

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

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

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

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

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

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

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

continued

What is not covered

No indemnity will be provided in respect of:

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

What is covered

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- (b) any other **event**;
- (c) all other **events** happening during any period of insurance caused by **products**;
- (d) all events arising from pollution or contamination which we deem to have occurred during any period of insurance:

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

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

What is not covered

- (4) any liability arising from *damage* to *property* where there is a requirement to arrange cover under clause 6.5 of the 2007 JCT conditions or any similar contract clause.
- (5) any liability arising from *damage* to *property* which is owned, or held in trust, by *you* or which is in *your* custody or control. This exclusion will not apply in respect of the following:
 - (a) personal effects, including vehicles and their contents, belonging to hall committee members or officers, *employed persons*, licensed clergy, *church council* members, churchwardens or visitors;
 - (b) premises and their contents not owned by, leased or rented by you at which you are undertaking work in connection with the business:
 - (c) premises including fixtures and fittings, hired by, or leased, rented or borrowed by *you*, but *we* shall not be liable for:
 - (i) any liability arising solely under the terms of any contract or agreement;
 - (ii) any liability which arises from an agreement to maintain in force insurance against loss of or damage to the premises and their fixtures and fittings.
- (6) the costs of remedying any defect, or alleged defect, in premises which **you** have disposed of.
- (7) damage to, or the costs of recall, removal, repair, alteration, replacement or reinstatement of any product supplied, or contract work executed, by you which is caused by:
 - (a) a defect;
 - (b) its unsuitability for its intended purpose.
- (8) any liability arising from **bodily injury** to any **employed person** caused in connection with the **business**.
- (9) (a) fines or penalties.
 - (b) liquidated damages.
 - (c) any compensation awarded by a Court of Criminal Jurisdiction.
 - (d) multiplied, aggravated, exemplary, or punitive damages.

What is covered

What is not covered

- (10) any liability arising from the following:
 - (a) the ownership or use by *you*, or on *your* behalf, of any premises situated in the United States of America or Canada;
 - (b) *products* sold or supplied on *your* behalf, from any premises situated in the United States of America or Canada;
 - (c) **products** exported by **you**, or on **your** behalf, to the United States of America or Canada.
- (11) any liability arising from the supervision or execution of any manual work or contract undertaken outside of the European Union.
- (12) any liability arising directly, or indirectly, from *pollution or contamination*, unless the *pollution or contamination* is caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the period of insurance.

For the purposes of this exclusion, all *pollution or contamination* which arises out of one incident, shall be deemed to have occurred at the time such incident takes place.

- (13) any liability arising from:
 - (a) **products** incorporated in any craft designed to travel through air or space;
 - (b) *products* incorporated in any waterborne craft which could affect its safety, navigation or propulsion;
 - (c) **products** incorporated in mechanically propelled vehicles which could affect their safety;
 - (d) *products* incorporated in gas, chemical, petrochemical or power generation plant which is directly connected to manufacture, processing, storage or power generation;

and which have been specifically supplied by **you** for that purpose.

(14) any liability connected with any error or omission in the provision of professional services.

What is covered

What is not covered

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

Public and products liability extensions

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

What is covered

1. Contingent motor liability

Notwithstanding the vehicles exclusion (15), **we** will indemnify **you** alone in respect of legal liability for **injury** or **damage** arising out of the use by any **employee**, in the course of the **business**, of any mechanically propelled vehicle which is neither owned by, nor provided by, **you**.

2. Cross liabilities

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

3. Data Protection Act 1998

We will indemnify **you** against legal liability to pay damages and claimant's costs and expenses for damage or distress, as described in Section 13 of the Data Protection Act 1998.

This indemnity is subject to **you** being registered in accordance with the Act or having applied for such registration which has not been refused or withdrawn and that **you** have taken all reasonable care to comply with its requirements.

What is not covered

We will not provide any indemnity in respect of:

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

We will not provide any indemnity in respect of:

- (i) the payment of fines or penalties;
- (ii) the costs of replacing, reinstating, rectifying, erasing, blocking or destroying any personal data;
- (iii) liability arising from, or caused by, a deliberate or intentional act by, or omission of, any person entitled to indemnity;
- (iv) claims arising out of circumstances which have been notified to previous insurers or which were known to you at the inception of this extension;
- (v) legal liability where indemnity is provided by any other insurance.

What is covered

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4. Defective Premises Act

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

5. Indemnity to private hirers

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

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

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

What is not covered

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

We will not provide any indemnity in respect of:

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

6. Additional clean up costs

Definitions specific to this extension

Environmental legislation

means any legislation enacted within the United Kingdom governing the:

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

Regulatory authority

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

Remediation

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

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

What is covered

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

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

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

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

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

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

What is not covered

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

Liability section extensions

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

What is covered

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1. Compensation for court attendance

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

Any of *your* hall committee members or officers, licensed clergy, *church council* members or churchwardens \$500
Any *employed person* \$250

2. Corporate manslaughter defence costs

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

Provided that:

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

What is not covered

No indemnity will be provided:

- (i) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this extension indemnity would have been provided by such other source or insurance.
- (ii) in respect of any proceedings which result from your deliberate act or omission or deliberate act or omission of any official of yours while acting in their corporate capacity and which could reasonably have been expected having regard to the nature and circumstances of such act or omission;
- (iii) in respect of fines or penalties of any kind including the costs of remedial or publicity orders or the steps required to be taken by such orders.

Prosecution defence costs

What is covered

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

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

What is not covered

We will not provide any indemnity:

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

Limit of indemnity

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

6 Personal accident

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

Definitions

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

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

Accidental bodily injury

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

Act of terrorism

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

Insured person(s)

means

- (a) all hall committee members and officers, employees and **authorised volunteers** all acting under **your** authority whilst engaged in **your** business or authorised activities in the **geographical limits**.
- (b) children aged 3 or over and youths taking part in activities organised by **you** anywhere in the **geographical limits**.

Loss of eye(s)

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

Loss of limb(s)

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

Permanent total disablement

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

Temporary total disablement

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

What is covered

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

What is not covered

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

What is covered

What is not covered

- (c) The use of alcohol or drugs by the *insured* person unless such drugs are taken as prescribed and directed by a qualified registered medical practitioner; but not for the treatment of drug addiction.
- (d) Any health problem which you or the insured person know of or should have known about at the start of the insurance or when it was renewed and which has not been accepted by us in writing.
- (e) Childbirth or pregnancy.
- (f) Any *insured person* taking part in, practising or training for any of the following excluded activities:
 - Aqualung diving;
 - Flying (except as a fare-paying passenger),
 hang-gliding or parachuting;
 - Hunting on horseback, polo, show jumping or steeple chasing;
 - Driving, riding or sailing in any kind of race;
 - Riding motor cycles or motor scooters as a driver or passenger;
 - Winter sports other than curling or ice-skating;
 - Mountaineering, cliff or rock climbing, abseiling, subterranean or elastic rope sports or activities;
 - Football (other than amateur Association) or rugby football;
 - Any pursuit or activity involving personal danger or hazard;
 - Playing in any sport professionally;
 - Service in the armed forces.
- (g) Wilful exposure to needless peril (except in an attempt to save human life).
- (ii) Accidental bodily injury directly or indirectly caused or contributory to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent regardless of any contributory cause.
 - If **we** allege that by reason of this exclusion any **accidental bodily injury** is not covered by this policy the burden of proving the contrary shall be upon **you**.
- (iii) Accidental bodily injury sustained by any person under the age of 3 years or to any person after the expiry of the period of insurance in which that person attained the age of 80 years.

Extensions

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

What is covered

1. Medical and other expenses

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

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

2. Clothing and personal effects

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

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

3. Assault

If any hall committee member, officer, employee, authorised volunteer or other representative of yours is assaulted whilst engaged in your business or authorised activities within the geographical limits we will pay for medical, dental or surgical expenses incurred. This is in addition to any amount that may be payable under Extension 1 above.

Limit

£5,000 any one person

What is not covered

General information

Complaints procedure

If you have any reason to complain about the advice or service you've received, please contact us as soon as possible.

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

Ecclesiastical Insurance Office plc Beaufort House Brunswick Road Gloucester GL1 1JZ

Tel: 0345 777 3322 Fax: 0345 604 4486

Email complaints@ecclesiastical.com

Our promise to you

We will aim to resolve your complaint within one business day.

If this is not possible:

- We will promptly acknowledge all complaints.
- All complaints will be investigated diligently and impartially within Ecclesiastical.
- We will respond formally to your complaint as soon as possible.
- We will keep you informed of the progress of the investigation.
- If you're not satisfied with our response, or we have not completed our investigation after eight weeks, we'll inform you of your right to take the complaint to:

Financial Ombudsman Service, Exchange Tower London E14 9SR.

Tel: 0300 123 9123 or 0800 023 4567

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

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

The Financial Services Compensation Scheme (FSCS)

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

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

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

www.fscs.org.uk

or write to:

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

Tel: 0207 741 4100 or 0800 678 1100

Fax: 0207 741 4101

Email enquiries@fscs.org.uk

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

Notes

Notes

This contract is underwritten by: Ecclesiastical Insurance Office plc.

Our FCA register number is 113848.

Our permitted business is general insurance.

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

www.fca.gov.uk/pages/register

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

Contact us

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

0345 777 3322

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

You can email us at

churches@ecclesiastical.com

Or visit us at

www.ecclesiastical.com/church

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

Other useful contacts

Ecclesiastical Financial Advisory Services for Independent Financial Advice

0800 107 0190

www.ecclesiastical.com/getadvice

Ecclesiastical Home Insurance:

0800 917 3345

www.ecclesiastical.com/churchworker



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