




Church Connect

Policy Document

Protecting your community.
Insuring your future.

ansvar



Church Connect is especially designed for churches that own or lease their premises and takes into account the wide range of activities in which they are involved.

Welcome to Ansvar



Thank you for insuring with Ansvar and we welcome you as a policyholder.

We have been trading in the UK for more than 60 years with our roots firmly established as a socially responsible general insurer. Ansvar is a business division of Ecclesiastical Insurance Office plc.

Your policy wording, including the schedule is the evidence of the legal contract for this insurance. You should read the policy and check your details in the schedule carefully. The schedule is normally reissued each time there is a change in the policy details or in the policy cover. Please contact your insurance advisor or us immediately if the policy or the schedule does not meet your insurance needs or contains any mistakes.

Should you at any time be dissatisfied with our service, please refer to our Complaints Procedure for full details.

Underwritten by Ecclesiastical Insurance Office plc

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Making a Claim

ANY CLAIMS APART FROM GLASS OR LEGAL EXPENSES

Phone: **0345 606 0431** (our dedicated 24 hour claims number)

Email: ansvarclaims@ansvar.co.uk

Online: www.ansvar.co.uk

Write to: Ansva Insurance, 4th Floor, The Office, 1 Market Square, Circus Street, Brighton, BN2 9AS

GLASS

Phone Glassolutions: **0800 47 47 47**

- Glassolutions provide a 24 hour, 365 days a year boarding up and replacement glazing service.
- In the event of glass breakage, contact Glassolutions by telephone as above.
- If you are insured for glass breakage, they will issue separate invoices to: - you in respect of any policy excess and recoverable VAT - Ansva for the remaining cost.
- If the glass is not insured, you will be solely responsible for the entire cost of repairs.

LEGAL EXPENSES

Phone DAS: **0117 934 0437** quoting reference TS5/3391503

Email: newclaims@das.co.uk

Write to: Claims Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH

- The insured person must inform DAS as soon as possible and within the time limits stipulated under the terms of the policy, giving full details in writing of the insured incident and providing such proofs, supporting evidence and other information as DAS may require.
- DAS will ask you about your legal dispute and if necessary call you back at an agreed time to give you legal advice.
- If your issue needs to be dealt with as a claim under this policy, DAS will give you a claim reference number. At this point DAS will not be able to confirm that you are covered but will pass the information you have given to the relevant DAS claims handling team and explain what to do next.
- Claims outside the United Kingdom may be dealt with by other DAS offices elsewhere in Europe.
- Please do not ask for help from a solicitor or accountant before DAS have agreed. If you do, we will not pay the costs involved.

BUILDINGS, CONTENTS AND ALL RISKS

- After any loss or damage you must take all reasonable steps to prevent further loss or damage.
- If the damage is serious, we may decide to appoint an independent loss adjuster or investigator to deal with your claim, therefore you must contact our claims department immediately for further assistance.
- Claims for damage by riot, civil commotion, strikes or labour disturbances must be reported to us and the police within 7 days in order to protect your, and our, rights of recovery against the police authorities.
- If possible, obtain competitive estimates for the repair and, if requested by us, submit with a completed claim form for our approval. Please send any requested claim form to us immediately should there be any delay in obtaining estimates.
- Once we have agreed an estimate, you can get the work done and send the final account to us for reimbursement (subject to any policy terms).
- A full specification of the damaged property is required together with substantiation, e.g. original purchase receipt, photographs of the article or payment receipts etc. Forward the requested information, with a completed claim form where requested, for our approval.
- Whenever appropriate we aim to provide replacements and we may use our preferred supplier.
- When necessary, you should arrange for emergency repairs to be carried out to prevent further damage.

LIABILITY (CLAIM BEING MADE AGAINST YOU)

- If someone is making a claim against you, please notify us immediately.
- Do not make any promise to pay.
- Send any letter or document, email or electronic message to us unanswered.

MONEY

- We require substantiation to support your claim and the loss needs to be reported to the police immediately on discovery.

PR CRISIS COMMUNICATION

- Please refer to the claims conditions that are on page 61.

REFRIGERATED CONTENTS

- Please compile a list of the spoilt contents and if possible, a photograph of the items.

SALVAGE

All salvage must be protected and retained for our inspection, unless we or the loss adjuster have instructed you to the contrary.

THEFT, LOSS AND MALICIOUS DAMAGE

- Tell the police as soon as reasonably possible if property is stolen or maliciously damaged and obtain a crime reference number. If a valuable item is lost, you should still contact the police in case your property has been handed in. You must take all reasonable steps to prevent any further loss.

Helpline Services

In the event of a problem, you can obtain help from any of the following helpline services.

- These are available 24 hours a day 365 days a year for all our policyholders.
- To help check and improve the services all calls (except those relating to counselling) are recorded.
- We and the suppliers will not accept responsibility if the Helpline Services fail for reasons we or they cannot control.
- Please do not phone DAS to report a general insurance claim.

DAS LEGAL EXPENSES INSURANCE COMPANY LIMITED (DAS) PROVIDE THE FOLLOWING SERVICES.

Phone DAS: **0117 934 0437** quoting reference TS5/3391503

EMERGENCY ASSISTANCE

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

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

EUROLAW COMMERCIAL LEGAL ADVICE

DAS can provide legal advice on any commercial legal problem affecting you, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

TAX ADVICE (COMMERCIAL)

DAS can provide advice on any tax matters affecting you, under the laws of the United Kingdom.

COUNSELLING (THESE CALLS ARE NOT RECORDED)

Phone DAS: **0117 934 2121**

DAS can provide all your employees (including any member of their immediate family who permanently live with them) with a confidential counselling service over the telephone, including where appropriate, onward referral to relevant voluntary and/or professional services.

EMPLOYMENT MANUAL

- The DAS Employment manual provides up-to-date guidance on employment law.
- To view the Employment manual please visit the DAS website at www.das.co.uk From the Home Page click on the Employment manual icon. You can print any part of this document for your own use.
- Email DAS at employmentmanual@das.co.uk with your email address, quoting your policy number and DAS will contact you by email to inform you of future updates to the information.

Approved suppliers provide the following service.

PUBLIC RELATIONS (PR) CRISIS & MEDIA ASSISTANCE HELPLINE SERVICE

Phone: **0345 600 1861** quoting your policy number

- A dedicated PR crisis helpline.
- Specific PR legal advice to complement cover under the Legal Expenses section if operative under your policy.

NOTE:

- If you require more than helpline advice and cover under section 15 is not operative on your policy schedule, then you will need to separately agree terms with the supplier and be responsible for any costs incurred.
- DAS Legal Expenses Insurance Company Limited have confirmed that PR legal advice received prior to discussion with them will not invalidate any insured claim.

A PR crisis could be defined as:

"Any incident which has the potential to negatively challenge and affect the public or stakeholders confidence in an organisation and interfere with its ability to continue operating normally".

Such incidents are likely to involve members of the public, clients or staff where a loss of life or a major threat to safety or the environment has occurred, or instances where there is an impact on general safety and/or travel arrangements.

Media types:

Broadcast: Television and radio

Online: Social media sites such as Twitter and Facebook

Print: National newspapers and regional press.

Data Protection Act

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. Full details about how Ansvr hold and use your data can be found in our privacy policy available on our website www.ansvar.co.uk

The Financial Services Compensation Scheme (FSCS)

The FSCS is the independent body, set up by government, which gives you your money back if your authorised financial services provider is unable to pay you because it has insufficient assets.

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.

You can write to:

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

Visit the website: www.fscs.org.uk

Phone FSCS helpline: **0207 741 4100** or **0800 678 1100**

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 please refer to our privacy policy available on our website www.ansvar.co.uk

Complaints Procedure

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

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

Ansvr Insurance
4th Floor, The Office, 1 Market Square, Circus Street, Brighton, BN2 9AS

Phone Ansvr Insurance: **0345 60 20 999**

Email: ansvar.insurance@ansvar.co.uk

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 Ansvr.
- We will respond formally to your complaint as soon as possible.
- We will keep you informed of the progress of the investigation.
- If you are not satisfied with our response, or we have not completed our investigation after eight weeks, we will inform you of your right to take the complaint to:

Financial Ombudsman Service

Exchange Tower, Harbour Exchange, London, E14 9SR

Phone FOS: **0800 023 4567** free if phoning from a 'fixed' line (for example a land line at home), or
0300 123 9123

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

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

Useful Addresses

<p>ANSVAR INSURANCE 4th Floor, The Office, 1 Market Square, Circus Street, Brighton, BN2 9AS www.ansvar.co.uk</p>	<p>ASSOCIATION OF BRITISH INSURERS Consumer Information Department 51 Gresham Street, London, EC2V 7HQ www.abi.org.uk</p>	<p>DAS LEGAL EXPENSES INSURANCE CO. LTD DAS House, Quay Side Temple Back, Bristol, BS1 6NH www.das.co.uk</p>
<p>DAS LAW LIMITED North Quay Temple Back, Bristol, BS1 6FL www.daslaw.co.uk</p>	<p>FINANCIAL OMBUDSMAN SERVICE Exchange Tower London, E14 9SR www.financial-ombudsman.org.uk</p>	<p>FINANCIAL CONDUCT AUTHORITY (To protect and enhance consumer confidence in the UK financial system) 25 The North Colonnade Canary Wharf, London, E14 5HS www.fca.org.uk/</p>
<p>FINANCIAL SERVICES COMPENSATION SCHEME 10th Floor, Beaufort House 15 St Botolph Street, London, EC3A 7QU www.fscs.org.uk</p>	<p>PRUDENTIAL REGULATION AUTHORITY (To promote safety and soundness of regulated firms and, in respect of insurers, secure the appropriate degree of protection for policyholders) Bank of England, Threadneedle Street, London, EC2R 8AH www.bankofengland.co.uk/pr/</p>	

Policy Wording

This policy, its schedule, any endorsements and certificates are to be read together as one document. Words or phrases in **bold italics** have the particular meanings stated within the policy Definitions list.

You agree that the information provided to **us** for this insurance is, and will continue to be, a fair presentation of the risks **we** are accepting or may accept during the lifetime of the policy.

We will insure **you** as detailed in the policy's schedule, subject to the terms and conditions of the policy, during the **period of insurance** shown in the schedule, provided that **you** pay the premium and **we** accept the premium.

This policy (other than the Legal Expenses section) shall be governed by and construed in accordance with the law of England and Wales unless **your** legally registered address is located in Scotland in which case the law of Scotland shall apply. If there is any dispute as to which law applies it shall be English law.

We will communicate with **you** in English at all times.

The policy includes:

a) general exclusions and conditions. These apply to each and every section of the policy unless stated otherwise. The following general conditions are of particular importance and explain about:

- Cancellation: when **you** or **we** could cancel the policy
- Misrepresentation: what happens if **you** misrepresent the risk to **us** or fail to disclose information
- Fraud: the consequences of making a fraudulent **claim**
- Alteration of risk: what **you** must do if the risk changes and the consequences if **you** fail to tell **us**.

b) special requirements. These are aimed at reducing the risk of loss, **damage** or liability. **We** will not pay a **claim** (unless **we** say otherwise) if **your** failure to keep to a special requirement causes or increases a loss.

Definitions

Some words or phrases used in the policy and the endorsements are in **bold italics** and have particular meanings that are stated below unless otherwise specified by endorsement. If they are not in **bold italics** then the normal everyday meaning will apply. These definitions apply equally where used in the singular or plural unless otherwise stated.

adverse publicity	any publicly available statement, report, comment or speculation, upon any actual or alleged act, omission or statement made, which may result in damage to the good name, standing or public opinion of the policyholder
appointed representative	the preferred law firm or tax consultancy , law firm, accountant or other suitably qualified person who has been appointed to act for an insured person in accordance with the terms of the Legal Expenses section to this policy
asbestos	asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos, asbestos fibres or any derivatives of asbestos
bodily injury	death, illness, injury or disease
buildings	<p>the buildings at the premises used for your activities, including:</p> <ul style="list-style-type: none"> • landlords fixtures and fittings • fixed glass forming part of the buildings • fixed pews, pulpits, pipe organs, fonts, screens, panelling, bells and clocks • piping, ducting, cabling, wiring and associated control gear and accessories on the premises and extending to the public mains • solar panels and wind turbines fixed to buildings • tenants improvements • outbuildings • walls, gates, fences, decking, lychgates, notice boards, signs and fixed garden seating • paths, drives, car parks and other paved or hard-standing areas • swimming pools • fixed outdoor adventure and playground equipment • artificial playing surfaces • inspection covers, fixed lighting, storage tanks, plant or equipment external to the building(s) <p>all belonging to you or for which you are responsible</p> <p>The following are not included as buildings:</p> <p>a) land, jetties, piers or bridges</p>

Definitions

charitable body	<p>a) applicable to the Trustees Indemnity section only the church named as the person(s), church, company or organisation stated in the schedule as the policyholder and any of their wholly or majority owned subsidiary companies</p> <p>b) applicable to all sections other than the Trustees Indemnity section the church named as the person(s), church, company, or organisation stated in the schedule as the policyholder</p>
claim	<p>applicable to all sections other than Legal Expenses</p> <p>your request to us for indemnity, reimbursement or benefit under the terms of this policy, provided that a claim includes a single loss or series of losses arising from one event consequent on or attributable to one source or original cause</p>
claim made	<ul style="list-style-type: none"> • any claim notified to us, or • any circumstances which may give rise to a claim that you discover and notify to us during the period of insurance
communion ware	<p>communion plate, crosses, altar cloths, eucharistical vestments, candlesticks, vases, alms dishes and communion glassware</p>
computer equipment	<p>all computer equipment which is used for electronic processing, communication and storage of electronic data, including all ancillary equipment, environmental or voltage control systems, power supply and wiring</p>
contents	<p>furniture, furnishings, fixtures, fittings, plant, machinery, appliances, documents, electronic data, stock, documents, computer equipment, electronic equipment, communion ware and all other contents used in connection with your activities and belonging to you or for which you are responsible</p>
	<p>The following are not included as contents:</p> <p>a) landlords fixtures and fittings</p> <p>b) tenants improvements</p> <p>c) property more specifically insured</p> <p>d) fixed pews, pulpits, pipe organs, fonts, screens, panelling, bells and clocks</p> <p>e) clothing and personal effects other than eucharistical vestments</p> <p>f) money, credit or debit cards</p> <p>g) securities and financial instruments of any description whether negotiable or non-negotiable</p> <p>h) watercraft (unless non-mechanically propelled and under 9 metres in length), aircraft, hovercraft, motor vehicles (other than power assisted wheelchairs or domestic gardening equipment), horse boxes, trailers, trailer tents, caravans, or any of the parts or accessories that belong to any of them</p> <p>i) pets, livestock or other animals</p> <p>j) any property owned by or the responsibility of individual insured persons in his/her/their own private capacity and not used in connection with your activities</p>
	<div style="border: 1px solid green; padding: 5px;"> <p>SPECIAL NOTE (not forming part of the policy wording):</p> <p>1. Cover is provided for contents for which you are responsible. This cover does not provide for contents belonging to hirers, tenants or other occupiers of the premises who must arrange separate insurance in their own name if they require cover for their property.</p> </div>
costs and expenses	<p>a) applicable to Legal Expenses only</p> <ul style="list-style-type: none"> • all reasonable and necessary costs chargeable by the appointed representative and agreed by DAS in accordance with the DAS Standard Terms of Appointment • the costs incurred by opponents in civil cases if the insured person has been ordered to pay them or the insured person pays them with the agreement of DAS <p>b) applicable to all sections other than Legal Expenses</p> <ul style="list-style-type: none"> • legal costs and expenses recoverable from you by any claimant • defence costs and expenses incurred with our written consent
countries covered	<p>applicable to Legal Expenses section only</p> <ul style="list-style-type: none"> • for insured incidents 2 Legal Defence (excluding 2.e)) and 7 Personal Injury: The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey • for all other insured incidents: The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, and the Channel Islands
damage / damaged	<p>physical loss, destruction or damage</p>
DAS	<p>DAS Legal Expenses Insurance Company Limited</p>
DAS Standard Terms of Appointment	<p>the terms and conditions (including the amount we will pay to an appointed representative) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee)</p>

Definitions

date of occurrence	<p>the date of occurrence for:</p> <ul style="list-style-type: none"> • civil cases (other than under insured incident – 8 Tax Protection), is the date of the event that leads to a claim. If there is more than one event arising at different times for the same originating cause the date of occurrence is the date of the first of these events. • criminal cases, is when the insured person began, or is alleged to have begun, to break the law in question • insured incident 2.e) – Legal defence (Statutory Notice Appeals), is the date when the insured person is issued with the relevant notice and has the right to appeal • insured incident 3 – Statutory licence appeal, is the date when the insured first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of or refuse to renew or cancel the insured's licence or mandatory registration or British Standard Certificate of Registration • insured incident 8.a) – a tax enquiry, is the date when HM Revenue & Customs or the relevant authority, first notifies the insured of its intention to carry out an enquiry • insured incident 8.b) – a Charity Commission enquiry, is the date the insured receives notification from the Charity Commission that they are to conduct an investigation • insured incident 8.c) – an employer compliance dispute or insured incident 8.d) – a VAT dispute, is the date the dispute arises during the period of insurance
defamation	defamation, libel, slander and slander of title to goods
denial of service attack	any actions or instructions construed 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
documents	<p>a) applicable to the Trustees Indemnity section only: any printed, written or digitally produced deed, will, certificate, plan, book, letter, agreement or document of any type which relates to the charitable body, provided that the following are not included in this definition:</p> <ul style="list-style-type: none"> – any bearer bond, coupon, bank or currency note or other negotiable instrument <p>b) applicable to all sections other than Trustees Indemnity: documents, records, ledgers, books, manuscripts, plans and designs but not electronic data</p>
employee	<p>a) applicable to all sections any person:</p> <ul style="list-style-type: none"> • under a contract of service or apprenticeship with you • minister or pastor • who is hired to, supplied to or borrowed by you • engaged under a work experience or similar scheme • helping as an authorised volunteer • who is a trustee of yours <p>while under your direct control and supervision and working for you in connection with your activities</p> <p>b) applicable to Employers Liability, Public and Products Liability and Professional Indemnity sections only as in a) above and any:</p> <ul style="list-style-type: none"> • labour only sub-contractor or anyone employed by them • self-employed person <p>while under your direct control and supervision and working for you in connection with your activities</p>
environmental defence costs	legal costs and expenses reasonably incurred in obtaining advice and representation in the defence of any criminal proceedings which are initiated during the period of insurance in respect of any actual, alleged or threatened pollution, contamination or seepage of any kind
excess	the first amount of each and every agreed claim that you will be asked to pay
extra expenses	<p>expenditure necessarily and reasonably incurred by you in order to minimise the interruption or interference with your activities, including the cost of:</p> <ul style="list-style-type: none"> • removal to and from temporary premises and fitting up for your use • the additional rent, rates and taxes for these temporary premises • salaries of additional employees and overtime payments • reproducing documents or electronic data not covered under the Contents section but not the value to you of the documents or electronic data nor the materials on which the information is held
fixed glass	<p>fixed:</p> <ul style="list-style-type: none"> • plain plate or sheet glass • glass other than above, including toughened, armoured, laminated, wired, curved, leaded, engraved, stained or coloured • plain non-glass glazing materials in windows or protecting glass in windows

Definitions

fraudulent or dishonest act	any act or all acts of fraud or dishonesty committed by any employee or employees acting alone or in collusion with others, with the intention of making an improper personal financial gain, resulting in a financial loss to the charitable body
hacking	unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data whether your property or not
heave	upward movement of the ground beneath the buildings as a result of the soil expanding
income	the amount paid or payable to you in connection with and in the course of your activities including lettings and fund-raising activities The following is not included as income: a) gifts, donations and collections
indemnity period	the period beginning with the damage or occurrence and ending not later than the expiry of the maximum indemnity period during which the results of your activities are affected because of the damage or occurrence
insured incident	as specified under WHAT IS COVERED within the Legal Expenses section
insured person	a) the insured and the directors, trustees, partners, managers, officers and workers of the insured b) the estates heirs, legal representatives or assigns of any person mentioned in a) above in the event of such person dying c) a person contracted to perform work for the insured who is in other respects insured by the insured on the same basis as the insured's employees and performs work under supervision and direction of the insured
landslip	downward movement of sloping ground
maximum indemnity period	the consecutive period of months shown in the schedule
medical malpractice	any actual or alleged negligent act, error or omission in rendering or failing to render medical professional treatment or services which results in bodily injury
money	<ul style="list-style-type: none"> • current coins and banknotes • unused current postage stamps, trading stamps, savings stamps, postal orders, money orders, luncheon, charity and consumer redemption vouchers, gift tokens and unused units of franking machines • cheques, travellers cheques, travel tickets, bankers drafts, credit card company sales vouchers or receipts • National Savings certificates, premium bonds • VAT purchase receipts all belonging to you or for which you are responsible in connection with your activities
non-negotiable money	crossed cheques, crossed postal orders, crossed money orders, crossed bankers drafts, unused units of franking machines, National Savings certificates, premium bonds, credit card company sales vouchers or receipts and VAT purchase receipts, all belonging to you or for which you are responsible in connection with your activities
offshore	<ul style="list-style-type: none"> • 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 from such offshore rig, platform or service or accommodation vessel • whilst on any offshore rig, platform or service or accommodation vessel
outbuildings	sheds, glass-houses, conservatories, garages, storage units, plant rooms, workshops or other buildings at the premises , all being used for your activities , either: <ul style="list-style-type: none"> • detached from, or • attached to but not internally communicating with the main buildings
outstanding debit balances	the amounts debited or invoiced to customers as set out in your records or accounts for your activities but not paid at the time of the damage , adjusted for bad debts and any abnormal trading conditions
pastoral care	the use of counselling skills to provide free, informal, unstructured care and ministry relating to a particular concern of an individual seeking the help of the church or organisation
period of insurance	the period shown on the schedule
preferred law firm or tax consultancy	a law firm, barristers' chambers or tax expert DAS choose to provide legal or other services. They are appointed according to the DAS Standard Terms of Appointment
premises	the premises shown in the schedule as 'Location'
products	goods (including their containers, packaging, labelling or instructions) no longer in your custody or control that have been sold, supplied, installed, erected, serviced, repaired, altered, treated or otherwise worked upon by you from or in the territorial limits in connection with your activities

Definitions

professional indemnity wrongful act	<p>actual or alleged:</p> <ul style="list-style-type: none"> negligent act, negligent error or negligent omission committed or attempted by you or any employee breach of professional duty owed by you to a third party dishonest, fraudulent, wilful, reckless, criminal or malicious act, conduct or omission committed by an employee defamation made by you <p>in the provision of a professional service in the conduct of your activities resulting in a civil liability</p>																																	
professional service	the professional service(s) noted on the schedule provided to a third party by you																																	
reasonable prospects	<ul style="list-style-type: none"> for civil cases, the prospects that the insured person will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that DAS has agreed to, including an enforcement of judgment) make a successful defence or make a successful appeal or defence of an appeal, must be at least 51% DAS or a preferred law firm or tax consultancy on our behalf will assess whether there are reasonable prospects. for criminal cases, the prospects of a successful outcome for appeals must be at least 51% 																																	
reinstatement	<p>the rebuilding, replacement or repair of property damaged to a condition that is equivalent to, or substantially the same as, but not better or more extensive than its condition when new.</p> <p>Where appropriate, reinstatement may be carried out:</p> <ul style="list-style-type: none"> to your requirements upon another site <p>provided our liability is not increased</p>																																	
settlement	downward movement as a result of the soil being compressed by the weight of the buildings within 10 years of construction																																	
specified disease	<p>one or more of the following:</p> <table border="0"> <tr> <td>Acute encephalitis</td> <td>Measles</td> <td>Scarlet fever</td> </tr> <tr> <td>Acute poliomyelitis</td> <td>Meningitis</td> <td>Smallpox</td> </tr> <tr> <td>Anthrax</td> <td>Meningococcal septicaemia</td> <td>Tetanus</td> </tr> <tr> <td>Cholera</td> <td>(without meningitis)</td> <td>Tuberculosis</td> </tr> <tr> <td>Diphtheria</td> <td>Mumps</td> <td>Typhoid fever</td> </tr> <tr> <td>Dysentery</td> <td>Ophthalmia neonatorum</td> <td>Typhus fever</td> </tr> <tr> <td>Legionellosis</td> <td>Paratyphoid fever</td> <td>Viral haemorrhagic fever</td> </tr> <tr> <td>Legionnaires disease</td> <td>Plague</td> <td>Viral hepatitis</td> </tr> <tr> <td>Leprosy</td> <td>Rabies</td> <td>Whooping cough</td> </tr> <tr> <td>Leptospirosis</td> <td>Relapsing fever</td> <td>Yellow fever</td> </tr> <tr> <td>Malaria</td> <td>Rubella</td> <td></td> </tr> </table>	Acute encephalitis	Measles	Scarlet fever	Acute poliomyelitis	Meningitis	Smallpox	Anthrax	Meningococcal septicaemia	Tetanus	Cholera	(without meningitis)	Tuberculosis	Diphtheria	Mumps	Typhoid fever	Dysentery	Ophthalmia neonatorum	Typhus fever	Legionellosis	Paratyphoid fever	Viral haemorrhagic fever	Legionnaires disease	Plague	Viral hepatitis	Leprosy	Rabies	Whooping cough	Leptospirosis	Relapsing fever	Yellow fever	Malaria	Rubella	
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stock	<p>stock and materials in trade, including trade samples and promotional goods, owned by you or held in trust or on commission for which you are responsible and used in connection with your activities</p> <p>The following is not included as stock:</p> <p>a) money</p>																																	
subsidence	downward movement of the ground beneath the buildings other than by settlement																																	
territorial limits	England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man																																	
terrorism	an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological, 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																																	
trustee	<p>any natural person who was, is or becomes a (an):</p> <ul style="list-style-type: none"> trustee director officer governor member of a committee of management shadow or de facto director employee acting in a managerial or supervisory capacity of the charitable body 																																	
unoccupied	unoccupied, untenanted, empty or disused																																	
	<p>SPECIAL NOTE (not forming part of the policy wording):</p> <p>1. Buildings that are hired or loaned to third parties on an hourly or daily basis for specific functions or activities as part of your activities are not deemed to be unoccupied during the periods between each hiring provided no one period between each hiring exceeds 30 consecutive days.</p>																																	

Definitions

virus or similar mechanism	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. Virus or Similar Mechanism includes but is not limited to Trojan horses, worms and logic bombs
we / us / our	Ansvar Insurance - a business division of Ecclesiastical Insurance Office plc
working hours	any time when the buildings are occupied for your activities by you or any partner, director, or employee responsible for money
wrongful act	any actual or alleged breach of trust, breach of duty, breach of warranty or authority, breach of statutory law, omission, neglect, error, misstatement, misleading statement, defamation , wrongful trading or any other act wrongfully committed or attempted by any trustee of the charitable body when carrying out his/her duties as a trustee of the charitable body
you / your / insured / policyholder	the person(s), company, or organisation (including a body of trustees) named in the schedule as the policyholder
your activities	<p>a) your church activities:</p> <ul style="list-style-type: none"> • operated from premises in the territorial limits, and • undertaken with your full knowledge, authority and under your or an authorised employee's control, and • stated in the policy schedule or otherwise accepted by us in writing <p>b) your maintenance or repair work of the premises</p>

Section 1 Buildings

WHAT IS COVERED		WHAT IS NOT COVERED
<p>We will pay for damage to buildings caused by any of the following events, unless otherwise stated by endorsement.</p>		<ol style="list-style-type: none"> The events and extensions to this section do not cover the amount of excess shown in the schedule unless otherwise stated. Consequential loss of any kind. Any claim if you failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement.
EVENTS		
1	Fire, subterranean fire, explosion, lightning or earthquake.	
2	Smoke.	Damage by any gradually operating cause.
3	Aircraft or other aerial devices or articles dropped from them.	
4	<ol style="list-style-type: none"> Theft or attempted theft. Theft of external metalwork. The most we will pay for theft of external metalwork is £25,000 for any claim. 	<p>Damage:</p> <ol style="list-style-type: none"> occurring while the buildings are unoccupied resulting from theft or attempted theft of external metalwork occurring when scaffolding is erected at the premises unless we have agreed in writing to provide cover arising from the deliberate erasure, loss, distortion or corruption of electronic data.
5	Impact by any road vehicle or train, or any goods falling from them, or animal.	Damage caused by domestic pets.
6	Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances.	Damage resulting from stoppage of work.
7	Malicious people or vandals.	<p>Damage:</p> <ol style="list-style-type: none"> occurring while the buildings are unoccupied caused by theft or attempted theft caused by fire or explosion to fixed glass that does not extend through the full thickness of the glass arising from the deliberate erasure, loss, distortion or corruption of electronic data.
8	Storm or flood.	<p>Damage:</p> <ol style="list-style-type: none"> caused by frost caused by subsidence, heave or landslip caused by storm while the buildings are unoccupied due solely to change in water table level as defined within event 9 (escape of water) to fences, gates or decking to swimming pools, paths, drives, car parks and other paved or hard-standing areas.
9	<p>Escape of water from any tank, apparatus, pipe or automatic sprinkler installation.</p> <p>We will also cover damage to internal fixed water tanks, apparatus or pipes by freezing or forcible and violent bursting.</p>	Damage occurring while the buildings are unoccupied .
10	Escape of fuel oil from any fixed oil-fired heating installation.	Damage occurring while the buildings are unoccupied .
11	Falling radio or television aerials, satellite dishes, fittings or masts.	Damage to radio or television aerials, satellite dishes, fittings or masts.
12	Falling trees, branches, telegraph poles, lamp posts, pylons or wind turbines including the cost of removing those that cause damage to the buildings .	

Section 1 Buildings

WHAT IS COVERED	WHAT IS NOT COVERED
<p>13 Accidental damage.</p>	<ol style="list-style-type: none"> 1. The cost of maintenance and normal redecoration. 2. Damage: <ol style="list-style-type: none"> a) which is specifically included or excluded elsewhere under this section or by endorsement b) occurring while the buildings are unoccupied c) to wind turbines. 3. Damage to fixed glass: <ol style="list-style-type: none"> a) that does not extend through the full thickness of the glass b) and sanitary fittings, lamps or signs forming part of the buildings: <ol style="list-style-type: none"> i. by repairs or alterations to the premises ii. which were in any way defective at the time cover was effected. 4. Damage caused by or consisting of: <ol style="list-style-type: none"> a) faulty workmanship, defective design or the use of defective materials b) inherent vice or latent defect c) wear and tear, depreciation or gradually operating cause d) the deliberate erasure, loss, distortion or corruption of electronic data e) fungus, mildew or rot. 5. Damage caused by: <ol style="list-style-type: none"> a) action of light, atmospheric or climatic conditions or frost b) moths, vermin, insects, parasites or woodworm c) domestic pets d) subsidence, heave, landslip or settlement e) movement, shrinkage, expansion or its own collapse or cracking f) demolition, structural alteration or structural repair of the buildings. 6. Damage consisting of mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates.

Special requirements for Buildings

You are required as a condition precedent to **our** liability:

1 COOKING EQUIPMENT

for **damage** by fire or smoke, to ensure that any fixed cooking equipment (including but not restricted to fixed deep frying equipment) designed to utilise fixed ducting extraction by the manufacturer, or where such extraction is required by any authority:

- be securely fixed and isolated from combustible materials
- have all grease traps and filters cleaned at least once every month
- have all flues and extraction ducts cleaned at least annually
- have thermostatic temperature control or cut-out devices fitted and maintained in efficient working order.

Furthermore, fire extinguishing appliances suitable for extinguishing oil or fat fires must be permanently kept in the cooking area and be maintained in accordance with manufacturers' instructions.

2 USE OF SECURITY DEVICES

for **damage** by theft or attempted theft from the **buildings**, to ensure that all existing devices for securing the **buildings** are put into full and effective operation, and to have all keys removed from the locks and kept in a secure place, whenever the **buildings** are left unattended.

Extensions for Buildings

WHAT IS COVERED	WHAT IS NOT COVERED
<p>1 TRANSFER OF INTEREST If you contract to sell the buildings the purchaser who completes the sale shall have the benefit of the cover by this section for the period from exchange of contracts (or if in Scotland the written offer and acceptance) until the sale is completed.</p>	<p>Damage if the purchaser:</p> <ol style="list-style-type: none"> insures the buildings or they are otherwise insured on the purchaser's behalf does not comply with the terms of this policy.
<p>2 ADDITIONAL FEES AND COSTS We will pay for the following costs or fees necessarily and reasonably incurred with our consent in the reinstatement or repair of the buildings following damage by any operative event under this section.</p> <ol style="list-style-type: none"> Architects', surveyors' and other professional fees Debris removal costs or the costs of dismantling, demolishing, shoring-up or propping-up the buildings European Union and Public Authorities The additional costs incurred (including such costs for undamaged parts of any damaged buildings) solely because of the need to comply with: <ol style="list-style-type: none"> European Union legislation other statutory regulations or public authority by-laws, provided that: <ul style="list-style-type: none"> reinstatement is not unreasonably delayed and is completed within 12 months from the date of the damage unless we agree otherwise in writing if any claim amount under the section is reduced by the application of any of the terms and conditions of the section, or the policy, then our liability under this extension will be reduced in the same proportion. <p>The most we will pay under c) above is:</p> <ul style="list-style-type: none"> 15% of the buildings sum insured at the premises where damage occurs where the buildings sum insured applies to more than one premises, 15% of our liability for the damage at the affected premises had the property been totally destroyed. 	<p>Fees for the preparation of any claim.</p> <ol style="list-style-type: none"> Cost of removing debris other than from the site on which the damage occurred and the area immediately adjacent to it. Costs arising from pollution or contamination of property not insured by this section. <ol style="list-style-type: none"> The additional costs for damage: <ol style="list-style-type: none"> occurring before cover under this paragraph c) was effective not insured by this policy. The additional costs relating to: <ol style="list-style-type: none"> any notice of compliance served on you before the damage an existing agreement requiring implementation within a given period any buildings that have not been damaged any charge or assessment arising out of capital appreciation.
<p>3 CAPITAL ADDITIONS We will cover damage by any operative event under this section to:</p> <ol style="list-style-type: none"> alterations, additions and improvements to the buildings newly acquired buildings, so far as they are not otherwise insured, anywhere in the territorial limits <p>during the period of insurance, provided that you:</p> <ul style="list-style-type: none"> undertake to give details of such alterations, additions, improvements and acquisitions within 90 days from the date you become responsible for such property increase or adjust the sum insured for buildings to reflect these additions or effect specific insurance under this section from the date that our liability commenced and pay any additional premium due. <p>The most we will pay for any claim is 10% of the buildings sum insured or £250,000, whichever is less.</p>	<ol style="list-style-type: none"> £250 excess. Any appreciation in value.
<p>4 DAMAGE TO GROUNDS We will pay for the reasonable cost of making good the gardens or grounds of the buildings damaged by the emergency services in attending the buildings following damage which is the subject of a valid claim under this section. The most we will pay is £10,000 for any claim.</p>	
<p>5 CLEARING OF DRAINS We will pay for the clearing, cleaning or repairing of drains, gutters and sewers for which you are responsible following damage which is the subject of a valid claim under this section. The most we will pay is £20,000 for any claim.</p>	

Extensions for Buildings

WHAT IS COVERED		WHAT IS NOT COVERED
6	<p>WORKMEN</p> <p>Workmen are allowed to work on the buildings for the purposes of effecting any decorations or minor repairs, additions or alterations without prejudice to this policy.</p>	
7	<p>NON-INVALIDATION</p> <p>Cover under this section shall not be invalidated by any act or omission or any alteration whereby the risk of damage is increased unknown to you or beyond your control, provided that:</p> <ul style="list-style-type: none"> immediately on becoming aware of this you give notice to us and pay any additional premium due you take immediate steps to carry out any damage prevention measures that we may require. 	
8	<p>BEQUEATHED PROPERTY</p> <p>We will pay for damage to buildings bequeathed to you and located anywhere in the territorial limits caused by any operative event under this section during the period of insurance.</p> <p>Cover operates from the date your interest commences provided that you:</p> <ul style="list-style-type: none"> undertake to give details of such bequests and effect specific insurance within 90 days from the date your interest commences pay any additional premium due from the date your interest commenced. <p>The most we will pay is £250,000 for any claim.</p>	<ol style="list-style-type: none"> £250 excess. Property insured under any other policy. Damage specifically excluded by any event under this section. Buildings that have not been specifically insured by you after 90 days of the legal title passing to you.
9	<p>TRACE AND ACCESS</p> <p>We will pay costs necessarily and reasonably incurred by you resulting from any operative event under this section in:</p> <ul style="list-style-type: none"> locating the source of damage caused to the buildings in consequence of the escape of water, fuel oil or gas from any tank, apparatus or pipe making good the subsequent damage due to locating such source. <p>The most we will pay is £25,000 for any claim.</p>	
10	<p>ADDITIONAL INTERESTS</p> <p>The interest of any third party in any property insured by this section is automatically noted provided that:</p> <ul style="list-style-type: none"> the interest is required to be included on the policy by you under the terms of a mortgage or property lease, the cover for the additional interest is no more extensive than the current cover provided to you under the policy at the time the interest commences, you advise full details to us in writing as soon as reasonably practicable, with immediate notification if a claim occurs. 	
11	<p>HEADSTONES, MONUMENTS AND MEMORIALS</p> <p>We will pay the cost of making safe any headstones, monuments or memorials which are not your property but which have been rendered dangerous following damage by any operative event under this section, provided that:</p> <ul style="list-style-type: none"> such headstone, monument or memorial is on the premises, or in a churchyard under your control within the territorial limits, and that: before you present a claim to us, you take reasonable steps to recover the cost of making it safe from those responsible for its upkeep. <p>If you make a recovery after we have paid a claim under this extension, the amount we have paid must be refunded to us.</p> <p>The most we will pay is £1,000 in any one period of insurance.</p>	<ol style="list-style-type: none"> The cost of repairing the headstone, monument or memorial. Damage caused by wear and tear or gradual deterioration.

Extensions for Buildings

WHAT IS COVERED	WHAT IS NOT COVERED
<p>12 GLASS BOARDING UP In the event of a valid claim for damage to fixed glass forming part of the buildings, we will also pay for the:</p> <ul style="list-style-type: none"> • necessary cost of boarding up until damaged glass is replaced • repair of frames or framework caused by such damage • cost of replacing any lettering, ornamentation or intruder alarm foil. 	
<p>13 EXTINGUISHER AND ALARM RE-SETTING EXPENSES We will pay the reasonable costs incurred by you in:</p> <ul style="list-style-type: none"> • refilling fire extinguishing appliances • replacing sprinkler heads • resetting fire or intruder alarm systems <p>following their activation caused by any operative event under this section.</p> <p>The most we will pay is £5,000 for any claim.</p>	
<p>14 TENANTS SUBROGATION WAIVER Following damage to any building insured by this section, we agree to waive any rights, remedies or relief to which we might become entitled by subrogation against any tenant of such building provided that:</p> <ol style="list-style-type: none"> a) the damage did not result from a criminal, fraudulent or malicious act of the tenant and b) the tenant contributes to the cost of insuring the buildings against the event which causes the damage. 	

Claims settlement for Buildings

We can choose to settle a **claim** for **damage** by either:

- paying for the full cost of repairing, or
- by making a cash payment, or
- paying for the cost of re-building if **damaged** beyond repair.

REINSTATEMENT

The **claim** settlement will be calculated on the basis of **reinstatement** provided that:

- in the event of the repair of partial **damage**, **we** will not pay more than the amount **we** would have paid if the whole of the property had been destroyed
- this **reinstatement** basis of settlement will not apply:
 - a) unless **reinstatement** begins and proceeds without delay
 - b) until the cost of **reinstatement** has been incurred
 - c) if at the time of **damage** the property is insured under any other policy that is not on the same basis of **reinstatement**
 - d) artificial playing surfaces over 5 years old.

If the **reinstatement** basis of settlement does not apply, then settlement will be based on the rebuilding, replacement or repair of property **damaged** to a condition that is equivalent to, or substantially the same as, but not better or more extensive than its condition immediately prior to the **damage**.

UNDERINSURANCE

- When **reinstatement** applies: if at the time of **reinstatement** the sum representing 75% of the cost of **reinstatement** of the whole of the property exceeds the sum insured (adjusted for index-linking) at the time of commencement of any **damage**, the amount **we** will pay will be reduced in the same proportion as the said sum insured (adjusted for index-linking) bears to the total cost of **reinstatement** of the whole of the property at the time of **reinstatement**.
- When **reinstatement** does not apply: if at the time of the **damage**, the sum insured (plus index-linking) by any item is less than the total cost of rebuilding the property to which that sum insured relates to a condition that is equivalent to, or substantially the same as, but not better or more extensive than its condition immediately prior to the **damage**, then the amount **we** will pay will be reduced in the same proportion that the sum insured (plus index-linking) bears to its total cost of rebuilding.

LIMITS

The most **we** will pay in respect of any **claim** following **damage** under Event 13 (Accidental Damage) for inspection covers, underground tanks, underground pipes (including waste drainage pipes) or cables extending to the public mains at the **premises** is £10,000.

The most **we** will pay in any one **period of insurance** is the:

- sum insured for each item stated within a Division of Sum Insured (if applicable)
- total sum insured for all items

shown in the schedule, unless such sum insured is reinstated after a **claim** in accordance with the Automatic Reinstatement of Sum Insured.

The sum(s) insured will be adjusted for any index-linking increases up to the completion of **reinstatement** where applicable.

The amount **we** pay under any extension to this section forms part of, and is not in addition to, the **period of insurance** limitations stated above other than in respect of the extensions for Capital Additions and Bequeathed Property.

AUTOMATIC REINSTATEMENT OF SUM INSURED

The **buildings** sum insured shown in the schedule will be reinstated by the amount of any **claim we** pay, unless **we** or **you** give notice to the contrary within 30 days of notification of the **claim** to **us** and provided that, if **we** so require, **you** will:

- a) pay an additional premium based on a proportional part of the annual premium to reinstate the sum insured
- b) take immediate steps to carry out any **damage** prevention measures that **we** may specify.

MATCHING ITEMS

- a) Carpets or floor coverings

We will only pay for **damage** to the carpet or floor covering in a room or clearly identifiable area where the **damage** occurred, but **we** will not pay to replace any other matching carpet or other floor covering that has not been **damaged** in another room or clearly identifiable area.

- b) Pairs, sets, suites or matching items

We will pay for a **damaged** item that forms part of a pair, set, suite or one of a collection of matching items, but **we** will not pay for any other item that has not been **damaged**, or may lose value, just because it forms part of a pair, set, suite or one of a collection of matching items.

Section 2 Contents

WHAT IS COVERED		WHAT IS NOT COVERED
<p>We will pay for damage to contents while contained in the buildings caused by any of the following events, unless otherwise stated by endorsement.</p>		<ol style="list-style-type: none"> The events and extensions to this section do not cover the amount of excess shown in the schedule unless otherwise stated. Consequential loss of any kind. Any claim if you failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement.
EVENTS		
1	Fire, subterranean fire, explosion, lightning or earthquake.	
2	Smoke.	Damage by any gradually operating cause.
3	Aircraft or other aerial devices or articles dropped from them.	
4	<ol style="list-style-type: none"> Theft or attempted theft. Theft following assault, violence or threat of violence to you, your family, employees or members. 	<p>Damage:</p> <ol style="list-style-type: none"> where you, any of your directors, partners or employees, or any family member is involved as principal or accessory occurring while the buildings are unoccupied to property in unlocked outbuildings arising from the deliberate erasure, loss, distortion or corruption of electronic data.
5	Impact by any road vehicle or train, or any goods falling from them, or animal.	Damage caused by domestic pets.
6	Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances.	Damage resulting from stoppage of work.
7	Malicious people or vandals.	<p>Damage:</p> <ol style="list-style-type: none"> occurring while the buildings are unoccupied caused by theft or attempted theft caused by fire or explosion to property in unlocked outbuildings arising from the deliberate erasure, loss, distortion or corruption of electronic data.
8	Storm or flood.	<p>Damage:</p> <ol style="list-style-type: none"> caused by frost caused by subsidence, heave or landslip caused by storm while the buildings are unoccupied due solely to change in water table level as defined within event 9 (escape of water).
9	Escape of water from any tank, apparatus, pipe or automatic sprinkler installation.	Damage occurring while the buildings are unoccupied .
10	Escape of fuel oil from any fixed oil-fired heating installation.	Damage occurring while the buildings are unoccupied .
11	Falling radio or television aerials, satellite dishes, fittings or masts including damage to any of them.	
12	Falling trees, branches, telegraph poles, lamp posts, pylons or wind turbines.	

Section 2 Contents

WHAT IS COVERED	WHAT IS NOT COVERED
<p>13 Accidental damage</p>	<ol style="list-style-type: none"> 1. Damage: <ol style="list-style-type: none"> a) which is specifically included or excluded elsewhere under this section or by endorsement b) occurring while the buildings are unoccupied. 2. Damage caused by or consisting of: <ol style="list-style-type: none"> a) faulty workmanship, defective design or the use of defective materials b) inherent vice or latent defect c) wear and tear, depreciation or gradually operating cause d) the deliberate erasure, loss, distortion or corruption of electronic data e) fungus, mildew or rot f) unexplained disappearance, inventory shortage or shortage due to error or omission. 3. Damage caused by: <ol style="list-style-type: none"> a) action of light, atmospheric or climatic conditions b) moths, vermin, insects, parasites or woodworm c) use contrary to the manufacturer's instructions d) domestic pets e) subsidence, heave, landslip or settlement f) any process of cleaning, dyeing, altering, repairing, renovating or restoring g) a rise or fall in temperature. 4. Damage consisting of: <ol style="list-style-type: none"> a) marring or scratching b) mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates.

Special requirements for Contents

You are required as a condition precedent to **our** liability:

1 COOKING EQUIPMENT

for **damage** by fire or smoke, to ensure that any fixed cooking equipment (including but not restricted to fixed deep frying equipment) designed to utilise fixed ducting extraction by the manufacturer, or where such extraction is required by any authority:

- be securely fixed and isolated from combustible materials
- have all grease traps and filters cleaned at least once every month
- have all flues and extraction ducts cleaned at least annually
- have thermostatic temperature control or cut-out devices fitted and maintained in efficient working order.

Furthermore, fire extinguishing appliances suitable for extinguishing oil or fat fires must be permanently kept in the cooking area and be maintained in accordance with manufacturers' instructions.

2 USE OF SECURITY DEVICES

for **damage** by theft or attempted theft from the **buildings**, to ensure that all existing devices for securing the **buildings** are put into full and effective operation, and to have all keys removed from the locks and kept in a secure place, whenever the **buildings** are left unattended.

3 REFRIGERATION UNITS MAINTENANCE CONTRACT

under the Refrigerated Contents extension of this section, to ensure that any refrigeration unit over 10 years old is kept under an annual (or more regular) maintenance contract with the manufacturer or independent refrigeration engineers.

Extensions for Contents

WHAT IS COVERED	WHAT IS NOT COVERED
<p>1 GLASS AND SANITARY FITTINGS We will pay for: breakage of glass in: <ul style="list-style-type: none"> furniture, showcases, shelves, tops or mirrors lamps or signs which are not part of the buildings whilst within the portion of the premises for which you are responsible.</p> <p>In addition, if section 1 (Buildings) is not operative, we will pay for: a) breakage, which would not otherwise be excluded under section 1, of: <ul style="list-style-type: none"> fixed glass sanitary fittings lamps or signs forming part of the buildings, provided you are responsible for such property b) the cost of necessary: i. boarding up pending replacement of ii. repair of frames or framework for iii. replacing any lettering, ornamentation or intruder alarm foil on fixed glass resulting from its breakage for which a valid claim is made under a) above.</p> <p>The most we will pay for any claim in total is £25,000</p>	<p>Breakage:</p> <ol style="list-style-type: none"> caused by repairs or alterations to the buildings while the buildings are unoccupied of property which was in any way defective at the time cover was effected of glass forming part of stock solely of bulbs or tubes in lamps or signs covered elsewhere in this or any other policy of insurance.
<p>2 THEFT DAMAGE TO BUILDINGS We will pay for damage to the buildings arising out of theft, or attempted theft involving forcible and violent means to enter or leave the buildings provided you are legally responsible for making good such damage.</p> <p>The most we will pay is £25,000 for any claim.</p>	<ol style="list-style-type: none"> Damage: <ol style="list-style-type: none"> occurring while the buildings are unoccupied caused by fire or explosion to fixed glass forming part of the buildings which is insured elsewhere in the policy. Loss by theft, or attempted theft, of any part of the buildings.
<p>3 THEFT OF KEYS We will pay for the: a) cost of replacement locks and keys if the keys to the buildings, safes or strongrooms are stolen: <ol style="list-style-type: none"> from the buildings or home of a director, partner, authorised employee or member following assault, violence or threat of violence b) reasonable costs incurred in gaining access to the buildings following theft of keys as covered under a) above.</p> <p>The most we will pay is £2,500 for all claims in any one period of insurance.</p>	<ol style="list-style-type: none"> £25 excess. The cost of changing locks to safes or strongrooms where the keys: <ol style="list-style-type: none"> have been stolen from an unattended room in the buildings during working hours unless the keys were in a locked receptacle at the time of the theft were left in the buildings outside working hours.
<p>4 TEMPORARY REMOVAL OF CONTENTS We will pay for damage caused by any operative event under this section to: <ul style="list-style-type: none"> contents: <ul style="list-style-type: none"> temporarily removed for cleaning, renovation or repair temporarily removed but in the custody or control of an authorised director, partner, employee or member at or in transit to or from a bank or safe deposit documents while in the post occurring in the territorial limits. <p>The most we will pay is £2,500 for any claim.</p> </p>	<ol style="list-style-type: none"> Property: <ol style="list-style-type: none"> covered elsewhere in this section or in the policy otherwise insured. Clothing and personal effects. Camping, sports or leisure equipment of any kind. Damage by theft of: <ol style="list-style-type: none"> computers designed to be portable from any unattended motor vehicle any other property from any unattended motor vehicle unless: <ol style="list-style-type: none"> the property is hidden from view in a closed glove, storage or luggage compartment or boot, and all windows and sunroofs are securely closed and all doors, tailgate and boot are locked. Damage in transit to, from or whilst at any exhibition.

Extensions for Contents

WHAT IS COVERED	WHAT IS NOT COVERED
<p>5 PROPERTY OF EMPLOYEES, MEMBERS AND VISITORS We will pay for damage caused by any operative event whilst attending or participating in your activities to:</p> <ol style="list-style-type: none"> clothing, personal money and other personal effects belonging to: <ol style="list-style-type: none"> visitors while in the buildings and for which you have accepted responsibility directors, partners, employees and members while in any building or in transit in the territorial limits musical instruments belonging to directors, partners, employees and members while in any building away from the premises or in transit in the territorial limits musical instruments, books and office equipment belonging to directors, partners, employees and members while in the buildings. <p>The most we will pay under:</p> <p>a) or b) above for any claim for any one person is:</p> <ul style="list-style-type: none"> £100 for personal money £500 any one item £1,000 in total. <p>c) above for any claim is:</p> <ul style="list-style-type: none"> £2,500 any one item £5,000 in total. 	<ol style="list-style-type: none"> £25 excess. Damage to: <ol style="list-style-type: none"> money, credit or debit cards bicycles unattended property in the open property more specifically insured. Damage by theft of: <ol style="list-style-type: none"> computers designed to be portable from any unattended motor vehicle any other property from any unattended motor vehicle unless: <ol style="list-style-type: none"> the property is hidden from view in a closed glove, storage or luggage compartment or boot, and all windows and sunroofs are securely closed and all doors, tailgate and boot are locked. Damage to clothing, personal money and other personal effects covered under the Money section to this policy or otherwise more specifically insured by this or any other policy.
<p>6 DEBRIS REMOVAL We will pay the costs necessarily incurred with our consent in removing debris of property covered by this section damaged by any operative event under this section.</p> <p>The most we will pay is 10% of the total sum insured for contents, at the premises where damage occurs, for any claim.</p>	<ol style="list-style-type: none"> Cost of removing debris other than from the site on which the damage occurred and the area immediately adjacent to it. Costs arising from pollution or contamination of property not insured by this section.
<p>7 EXHIBITIONS, OUTSIDE CATERING AND FUND-RAISING We will pay for damage caused by any operative event under this section to:</p> <ul style="list-style-type: none"> property covered by this section in any building away from the premises at exhibitions, events or where you are providing catering donated goods and prizes at exhibitions and events, or within the home of any director, partner, authorised employee or member. <p>in connection with your activities, or while in transit to and from such buildings within the territorial limits.</p> <p>The most we will pay is £2,500 any one item and £5,000 for any claim.</p>	<ol style="list-style-type: none"> Damage to: <ol style="list-style-type: none"> money, credit or debit cards property more specifically insured. Damage by theft of: <ol style="list-style-type: none"> computers designed to be portable from any unattended motor vehicle any other property from any unattended motor vehicle unless: <ol style="list-style-type: none"> the property is hidden from view in a closed glove, storage or luggage compartment or boot, and all windows and sunroofs are securely closed and all doors, tailgate and boot are locked. Damage by malicious persons or by theft or attempted theft from any unattended building unless all windows are securely closed and all external doors locked.
<p>8 ADDITIONAL CONTENTS ACQUIRED We will cover additional property acquired during the period of insurance, provided that you:</p> <ul style="list-style-type: none"> undertake to give details of such additions within 90 days from the date you become responsible for such property increase or adjust the sum insured for contents to reflect these additions or effect specific insurance under this section from the date that our liability commenced and pay any additional premium due. <p>The most we will pay is 10% of the total sum insured for contents, at the premises where damage occurs, for any claim.</p>	<ol style="list-style-type: none"> Any appreciation in value. Buildings.

Extensions for Contents

WHAT IS COVERED	WHAT IS NOT COVERED
<p>9 EXTINGUISHER AND ALARM RE-SETTING EXPENSES We will pay the reasonable costs incurred by you in:</p> <ul style="list-style-type: none"> refilling fire extinguishing appliances replacing sprinkler heads resetting fire or intruder alarm systems <p>following their activation at the premises and caused by any operative event under this section.</p> <p>The most we will pay is £5,000 for any claim.</p>	
<p>10 HIRED-IN PROPERTY We will pay for damage caused by any operative event under this section to property:</p> <ul style="list-style-type: none"> hired-in on free loan <p>for your activities when in your custody or control while in the buildings or in transit to and from such buildings within the territorial limits.</p> <p>The most we will pay is £2,500 any one item and £10,000 for any claim.</p>	<ol style="list-style-type: none"> Damage: <ol style="list-style-type: none"> caused by or resulting from theft from any unattended motor vehicle or trailer to property hired-in or on free loan for more than 30 days to property covered: <ol style="list-style-type: none"> elsewhere in this section or in the policy more specifically insured. Motor vehicles that are or can be licensed for road use, caravans, trailers, watercraft or aircraft and their accessories.
<p>11 NON-INVALIDATION Cover under this section shall not be invalidated by any act or omission or any alteration whereby the risk of damage is increased unknown to you or beyond your control, provided that:</p> <ul style="list-style-type: none"> immediately on becoming aware of this you give notice to us and pay any additional premium due you take immediate steps to carry out any damage prevention measures that we may require. 	
<p>12 BEQUEATHED PROPERTY We will pay for damage to property bequeathed to you and located anywhere in the territorial limits caused by any operative event under this section during the period of insurance. Cover operates from the date your interest commences provided that you:</p> <ul style="list-style-type: none"> undertake to give details of such bequests and effect specific insurance within 90 days from the date your interest commences pay any additional premium due from the date your interest commenced. <p>The most we will pay is £2,500 for any one item and £25,000 for any claim.</p>	<ol style="list-style-type: none"> £250 excess. Property insured elsewhere in this policy or in any other policy. Buildings. Motor vehicles that are or can be licensed for road use and their accessories. Trailers, caravans, watercraft or aircraft and their accessories. Money or securities of any kind. Documents of any kind that retain any negotiable or non-negotiable value. Property that has not been specifically insured by you after 90 days of the legal title passing to you.
<p>13 SEASONAL STOCK INCREASE The sum insured on stock is automatically increased by 25% during the:</p> <ul style="list-style-type: none"> months of November and December 30 day period immediately prior to Easter. 	
<p>14 PROPERTY IN THE OPEN We will pay for damage caused by any operative event under this section to:</p> <ul style="list-style-type: none"> movable contents garden furniture or garden ornaments your notice boards and signs, provided section 1 (Buildings) is inoperative <p>in the open at the premises.</p> <p>The most we will pay is £2,500 for any claim.</p>	<ol style="list-style-type: none"> Damage by: <ol style="list-style-type: none"> theft or attempted theft to movable contents other than garden furniture or garden ornaments storm or flood to property not designed to be kept in the open. Damage to: <ol style="list-style-type: none"> signs covered under the GLASS AND SANITARY FITTINGS extension to this section property more specifically insured.

Extensions for Contents

WHAT IS COVERED	WHAT IS NOT COVERED
<p>15 TRACE AND ACCESS This extension is not operative if the Buildings section is shown as operative in the schedule.</p> <p>We will pay costs necessarily and reasonably incurred by you and for which you are legally responsible resulting from an operative event in:</p> <ul style="list-style-type: none"> • locating the source of damage caused to the buildings in consequence of the escape of water, fuel oil or gas from any tank, apparatus or pipe • making good the subsequent damage due to locating such source. <p>The most we will pay is £25,000 for any claim.</p>	<p>Damage recoverable from any other insurance.</p>
<p>16 DISCHARGE OF OIL We will pay for costs necessarily incurred by you with our consent to decontaminate the grounds of the premises following accidental discharge of oil from any oil fired heating appliance or storage tank on the premises.</p> <p>The most we will pay is £5,000 for any claim.</p>	<p>Costs otherwise insured.</p>
<p>17 LOSS OF METERED WATER We will pay for loss of your metered water from the water system at the premises following damage caused by an operative event under this, or the Buildings, section of the policy.</p> <p>The most we will pay is £5,000 for any claim.</p>	<p>Loss occurring while the buildings are unoccupied.</p>
<p>18 ADDITIONAL INTERESTS The interest of any third party in any property insured by this section is automatically noted provided that:</p> <ul style="list-style-type: none"> • the interest is required to be included on the policy by you under the terms of any hiring lease or hire purchase agreement • the cover for the additional interest is no more extensive than the current cover provided to you under the policy at the time the interest commences • you advise full details to us in writing as soon as reasonably practicable, with immediate notification if a claim occurs. 	
<p>19 COMMUNION WARE AWAY FROM THE PREMISES We will pay for damage caused by any operative event under this section to communion ware, belonging to you or for which you have accepted legal responsibility, and used in connection with your activities in the territorial limits.</p> <p>Communion ware covered under this extension is not in addition to cover provided elsewhere within this section, so only the cover providing the most benefit to the policyholder applies.</p> <p>The most we will pay is £5,000 for any one item and £25,000 for all claims in any one period of insurance.</p>	<ol style="list-style-type: none"> 1. Damage caused by theft from any unattended vehicle unless: <ol style="list-style-type: none"> a) the property is hidden from view in a closed glove, storage or luggage compartment or boot, and b) all windows and sunroofs are securely closed and all doors, tailgate and boot are locked. 2. Damage occurring within the buildings.
<p>20 REFRIGERATED CONTENTS We will pay for damage to the contents, belonging to you or for which you are responsible, of refrigeration units used in connection with your activities at the premises caused by:</p> <ul style="list-style-type: none"> • a rise or fall in temperature in such unit • escape of refrigerant. <p>At our option, we will pay the cost of replacement, or make a cash payment for the value, of the contents at the date of damage.</p> <p>The most we will pay is £2,500 for any claim.</p>	<ol style="list-style-type: none"> 1. Damage to contents: <ol style="list-style-type: none"> a) resulting from any deliberate act or wilful neglect by you or any employee b) caused by a deliberate act of the power supplier. 2. Any claim when you have failed to comply with the special requirement for this extension and such failure caused or worsened the loss.

Claims settlement for Contents

We can choose to settle a **claim** for **damage** by either:

- paying for the full cost of repairing, or
- by making a cash payment, or
- replacing the property insured.

Unless otherwise stated, settlement will be calculated on the basis of **reinstatement** but this will not apply:

- unless **reinstatement** begins and proceeds without delay
- until the cost of **reinstatement** has been incurred
- if at the time of **damage** the property is insured under any other policy that is not on the same basis of **reinstatement**
- to any type of clothing or linen.

If the **reinstatement** basis of settlement does not apply, then settlement will be based on the replacement or repair of property **damaged** to a condition that is equivalent to, or substantially the same as, but not better or more extensive than its condition immediately prior to the **damage**.

COMPUTERS

We will include where necessary the replacement of available proprietary (made or sold by a particular company and protected by registered trademark) software plus any reasonable cost of specialist software or network installation by professional technicians.

We will not pay for:

- installation of software that can be completed by **you** following manufacturer's standard instructions
- any non-proprietary software.

DATA OR DOCUMENTS

We will pay the value of the physical materials together with the clerical labour costs or computer time needed to reproduce the electronic data or **documents**.

We will not pay for the:

- costs of finding any information needed for the reproduction of electronic data or **documents**
- value to **you** of the electronic data or the information in **documents**.

STOCK

- Settlement for **stock** (other than donated **stock**) will be based upon the wholesale market value at the date of **damage**.
- Settlement for donated **stock** will be based upon the second-hand market value at the date of **damage**.
- No **claim** payment will be made under this section for donated **stock** if a **claim** payment is also made under the Business Interruption section following **damage** to donated **stock** by any operative event under this section.

UNDERINSURANCE

- When **reinstatement** applies: if at the time of **reinstatement** the sum representing 75% of the cost of **reinstatement** of the whole of the property exceeds the sum insured (adjusted for index-linking) at the time of commencement of any **damage**, the amount **we** will pay will be reduced in the same proportion as the said sum insured (adjusted for index-linking) bears to the total cost of **reinstatement** of the whole of the property at the time of **reinstatement**
- When **reinstatement** does not apply: if at the time of the **damage**, the sum insured (plus index-linking) by any item is less than the total cost of replacing or repairing the property to which that sum insured relates to a condition that is equivalent to, or substantially the same as, but not better or more extensive than its condition immediately prior to the **damage**, then the amount **we** will pay will be reduced in the same proportion that the sum insured (plus index-linking) bears to its total cost of replacement or repair.

LIMITS

The most **we** will pay in respect of any **claim** for:

- antiques, pictures, works of art, items of precious metal, manuscripts, books or other property retaining any antiquity or special value, unless otherwise agreed by **us** in writing is £5,000 for any one item and £25,000 in total
- electronic data is 5% of the **contents** sum insured or £2,500, whichever is greater
- fuel oil from any fixed oil-fired heating installation following **damage** by events 4 Theft or attempted theft, 7 Malicious people or vandals and 13 Accidental damage is £5,000.

The most **we** will pay in any one **period of insurance**, is the:

- sum insured for each item stated within a Division of Sum Insured (if applicable)
- total sum insured for all items

shown in the schedule, unless such sum insured is reinstated after a **claim** in accordance with the Automatic Reinstatement of Sum Insured.

The sum(s) insured will be adjusted for any index-linking increases up to the completion of **reinstatement** where applicable.

The amount **we** pay under any extension to this section forms part of, and is not in addition to, the **period of insurance** limitations stated above other than in respect of the extensions for Additional Contents Acquired, Bequeathed Property and Seasonal Stock Increase.

Claims settlement for Contents

AUTOMATIC REINSTATEMENT OF SUM INSURED

The **contents** sum insured shown in the schedule will be reinstated by the amount of any **claim we** pay, unless **we** or **you** give notice to the contrary within 30 days of notification of the **claim to us** and provided that, if **we** so require, **you** will:

- a) pay an additional premium based on a proportional part of the annual premium to reinstate the sum insured
- b) take immediate steps to carry out any **damage** prevention measures that **we** may specify.

MATCHING ITEMS

- a) Carpets or floor coverings

We will only pay for **damage** to the carpet or floor covering in a room or clearly identifiable area where the **damage** occurred, but **we** will not pay to replace any other matching carpet or other floor covering that has not been **damaged** in another room or clearly identifiable area.

- b) Pairs, sets, suites or matching items

We will pay for a **damaged** item that forms part of a pair, set, suite or one of a collection of matching items, but **we** will not pay for any other item that has not been **damaged**, or may lose value, just because it forms part of a pair, set, suite or one of a collection of matching items.

Section 3 All Risks

WHAT IS COVERED	WHAT IS NOT COVERED
<p>We will pay for damage to your property, or property for which you are responsible, as listed in the All Risks Specification in the schedule occurring within the stated geographical limits.</p> <p>RESTRICTED COVER If we cover any of the following property:</p> <ol style="list-style-type: none"> marquees or tents inflatables sports equipment (including winter sports) either specifically or as part of a miscellaneous item in the All Risks Specification, the cover is restricted to damage to such property caused by the following events only: <ul style="list-style-type: none"> fire, explosion, lightning, earthquake or smoke theft or attempted theft riot and civil commotion storm or flood aircraft or other aerial devices or articles dropped from them impact by any road vehicle, train or animal falling trees, branches, telegraph poles or lamp posts occurring within the stated geographical limits. 	<ol style="list-style-type: none"> The amount of excess shown in the schedule but increased to £250 in respect of theft or attempted theft of property from any trailer. Damage to: <ol style="list-style-type: none"> money, securities, credit and debit cards strings, reeds or drumheads on musical instruments. Damage caused by or consisting of: <ol style="list-style-type: none"> faulty workmanship, defective design or the use of defective materials inherent vice or latent defect wear and tear, depreciation or gradually operating cause the deliberate erasure, loss, distortion or corruption of electronic data fungus, mildew or rot unexplained disappearance, inventory shortage or shortage due to error or omission. Damage caused by: <ol style="list-style-type: none"> action of light, atmospheric or climatic conditions or frost moths, vermin, insects, parasites or woodworm use contrary to the manufacturer's instructions domestic pets any process of cleaning, dyeing, altering, repairing, renovating or restoring a rise or fall in temperature. Damage consisting of: <ol style="list-style-type: none"> marring or scratching mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates. Damage by theft of: <ol style="list-style-type: none"> contents from a soft topped, soft sided, open topped or open sided trailer property from any unattended motor vehicle unless: <ol style="list-style-type: none"> the property is hidden from view in a closed glove, storage or luggage compartment or boot, and all windows and sunroofs are securely closed and all doors, tailgate and boot are locked any bicycle unless at the time of damage it is in a locked building or is attached by an appropriate security device to a permanently fixed structure. Any claim if you failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement.

Special requirement for All Risks

You are required as a condition precedent to our liability:

1 TRAILER SECURITY

in respect of any trailer, and / or contents of any trailer, insured under this section, when the trailer is parked and not in use, to:

- keep it in a locked building or locked compound, or
- immobilise it by means of a wheel-clamp or hitch lock security device, and its door(s) or shutter(s) must be secured with a coach-bolted locking bar and close shackle padlock.

WHAT IS COVERED	WHAT IS NOT COVERED
<ol style="list-style-type: none"> ADDITIONAL INTERESTS The interest of any third party in any property insured by this section is automatically noted provided that: <ul style="list-style-type: none"> the interest is required to be included on the policy by you under the terms of any hiring lease or hire purchase agreement the cover for the additional interest is no more extensive than the current cover provided to you under the policy at the time the interest commences you advise full details to us in writing as soon as reasonably practicable, with immediate notification if a claim occurs. 	

Claims settlement for All Risks

We can choose to settle a **claim** for **damage** by either:

- paying for the full cost of repairing, or
- by making a cash payment, or
- replacing the property insured.

Unless otherwise stated, settlement will be calculated on the basis of **reinstatement** except for any type of clothing or linen.

If the **reinstatement** basis of settlement does not apply, then settlement will be based on the replacement or repair of property **damaged** to a condition that is equivalent to, or substantially the same as, but not better or more extensive than its condition immediately prior to the **damage**.

COMPUTERS

Subject to the item limit, **we** will include where necessary the replacement of available proprietary (made or sold by a particular company and protected by registered trademark) software plus any reasonable cost of specialist software or network installation by professional technicians.

We will not pay for:

- installation of software that can be completed by **you** following manufacturer's standard instructions
- any non-proprietary software
- reconstitution or re-input of any electronic data held
- the value to **you** of any electronic data.

UNDERINSURANCE

If at the time of **damage** the sum insured (plus index-linking) for any item is less than its full **reinstatement** value **we** will only pay the same proportion of the **damage** as the sum insured bears to the full **reinstatement** value for that item.

If the **reinstatement** basis of settlement does not apply and at the time of the **damage**, the sum insured (plus index-linking) by any item is less than the total cost of replacing or repairing the property to which that sum insured relates to a condition that is equivalent to, or substantially the same as, but not better or more extensive than its condition immediately prior to the **damage**, then the amount **we** will pay will be reduced in the same proportion that the sum insured (plus index-linking) bears to its total cost of replacement or repair.

LIMITS

The most **we** will pay in any one **period of insurance** is the:

- sum insured for each item
- total sum insured for all items

shown in the All Risks Specification of the schedule, unless such sum insured is reinstated after a **claim** in accordance with the Automatic Reinstatement of Sum Insured.

The sum(s) insured will be adjusted for any index-linking increases up to the completion of **reinstatement** where applicable.

The amount **we** pay under any extension to this section forms part of, and is not in addition to, the **period of insurance** limitations stated above.

AUTOMATIC REINSTATEMENT OF SUM INSURED

The sum insured for any item listed in the All Risks Specification of the schedule will be reinstated by the amount of any **claim we** pay, unless:

- a) the **claim** relates to the total loss of any specified item, or
- b) **we** or **you** give notice to the contrary within 30 days of notification of the **claim to us** and provided that, if **we** so require, **you** will:
 - i. pay an additional premium based on a proportional part of the annual premium to reinstate the sum insured
 - ii. take immediate steps to carry out any **damage** prevention measures that **we** may specify.

MATCHING ITEMS

We will pay for a **damaged** item that forms part of a pair, set, suite or one of a collection of matching items, but **we** will not pay for any other item that:

- has not been **damaged**
- may lose value

just because it forms part of a pair, set, suite or one of a collection of matching items.

Section 4 Money

WHAT IS COVERED	WHAT IS NOT COVERED
<p>We will pay for:</p> <ol style="list-style-type: none"> a) physical loss of money b) damage caused by theft or attempted theft to any: <ul style="list-style-type: none"> • safe or strongroom at the premises • cash carrying case, security belt or waistcoat c) damage to clothing and personal effects belonging to an employee caused by theft or attempted theft of money. 	<ol style="list-style-type: none"> 1. The amount of excess shown in the schedule. 2. Loss from any unattended vehicle. 3. Loss due to: <ol style="list-style-type: none"> a) misappropriation, deception or false accounting by: <ol style="list-style-type: none"> i. you or any director or partner ii. any employee except as covered in extension 1 to this section b) clerical or accounting errors, depreciation in value, unexplained shortage, dishonoured cheques, fraudulent credit card transactions or to the use of counterfeit money. 4. Loss arising: <ol style="list-style-type: none"> a) outside the territorial limits b) from signed blank cheques. 5. Loss suffered as a result of a transaction as part of your activities. 6. Loss of: <ol style="list-style-type: none"> a) negotiable money in transit by post b) money in the custody of professional carriers other than non-negotiable money in transit by post c) money in any coin, banknote or token operated machine or money dispensing machine. 7. Damage to any coin, banknote or token operated machine or money dispensing machine. 8. Any claim if you failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement.

Special requirement for Money

You are required as a condition precedent to **our** liability:

- 1 **RECORD KEEPING** keep a complete record of all **money** in transit and on the **premises** and deposit such record in a secure place other than in a safe or strongroom containing the **money**.
- 2 **SECURITY** keep any safe or strongroom locked and all keys to them must be removed from the **premises** unless the **premises** is occupied by an authorised **employee** in which case such keys shall be kept in a locked receptacle when left in an unattended room or on the person of the authorised **employee**.
- 3 **CARRYING LIMITS**
ensure that whenever **money**, other than **non-negotiable money**, in transit exceeds:
 - £2,500 at any one time, it must be accompanied by at least two adult persons
 - £10,000 at any one time, it must be carried by a security company.
 This requirement applies regardless of the amount of cover under this section.

Extensions for Money

WHAT IS COVERED	WHAT IS NOT COVERED
<ol style="list-style-type: none"> 1 MISAPPROPRIATION OF MONEY We will pay any claim made by you for any loss of money as a result of misappropriation, deception or false accounting by employee(s) provided this is discovered within 60 days of the occurrence. For the purposes of this extension, the definition of employee shall also include any former employee within 60 days of termination of their service with you. If this extension and the Fidelity Guarantee section are both operative under this policy, we will only pay for a claim made for loss of money under the extension or the section that provides the widest cover. The most we will pay is: <ul style="list-style-type: none"> • £5,000 for any claim made in respect of any one employee • £10,000 for all claims made in any one period of insurance. Any and all fraudulent or dishonest acts committed by an employee shall be considered as one occurrence or event where that employee is involved or implicated. 	<ol style="list-style-type: none"> 1. The amount of excess shown in the schedule. 2. Loss resulting from misappropriation, deception or false accounting: <ol style="list-style-type: none"> a) where the date of occurrence is prior to the original inception date of this policy b) which is committed by an employee(s) who is (are) normally resident outside of the territorial limits c) which cannot be proven to have been committed d) which is evidenced solely by an inventory or profit and loss computation e) where the employee(s) concerned was (were) known to have been involved in any previous dishonest or fraudulent act.

Extensions for Money

WHAT IS COVERED		WHAT IS NOT COVERED
2	<p>INCREASED LIMITS FOR FUND-RAISING EVENTS</p> <p>For the period from two days before until seven days after a fund-raising event during the period of insurance the sums insured stated in the schedule for the claim limits i. to v. in the Claims settlement for Money are increased by 100%.</p>	
3	<p>CREDIT AND DEBIT CARDS</p> <p>We will pay for loss resulting from the fraudulent use of any credit or debit card provided by you to employees solely for use in connection with your activities.</p> <p>The most we will pay for all claims per card account is £1,000 in any one period of insurance.</p>	<p>1. Loss:</p> <ol style="list-style-type: none"> due to the use of any credit or debit card where the terms under which it has been issued have not been fully complied with not reported to the police and the issuing authority within 24 hours of discovery covered by a bank or card issuer otherwise insured under any other policy or indemnity. <p>2. Fraudulent use by you or employees.</p>

Claims settlement for Money

LIMITS

The most **we** will pay for any **claim** for:

- **non-negotiable money** £250,000
- **money** other than **non-negotiable money**:
 - on the **premises** and secured in a locked safe)
 - on the **premises** during **working hours**) the money limit shown in the schedule
 - in transit by **you** or any authorised **employee**)
 - in a bank night safe)
 - at **your** home or that of an authorised **employee** £3,500
 - in any other circumstance (including fund-raising events away from the **premises**) £500
- **damage** to safes, strongrooms, money carrying cases, security belts or waistcoats £3,500
- **damage** to **employees** clothing and personal effects up to £500 for any one person (which includes personal money up to £100)

Section 5 Business Interruption

SPECIAL NOTES (not forming part of this policy wording):

- To the extent that you are accountable to the tax authorities for Value Added Tax all terms in this section shall be exclusive of such tax.
- For the purpose of the definitions to this section, any adjustment implemented in current cost accounting shall be disregarded.
- Following serious damage at premises which you occupy for your church activities you may:
 - lose income, e.g. from fund-raising activities at the premises or hiring / rental charges you receive for your premises
 - have to pay out additional costs for such things as hiring temporary premises and making the premises suitable for your use. These losses are not covered under your material damage insurances (Buildings, Contents and All Risks) but are provided for in the loss of income and extra expenses cover under this section.
- Income from gifts, donations and collections may not reduce after damage and our standard cover does not therefore include these. However, if you believe that such income will be affected we are prepared to provide cover on request but please bear in mind that the sum insured will need to be adjusted to include this income.

WHAT IS COVERED	WHAT IS NOT COVERED
<p>LOSS OF INCOME AND EXTRA EXPENSES</p> <p>We will pay for loss of income and extra expenses during the indemnity period resulting from your activities at the premises being interrupted or interfered with as a consequence of damage to property used by you at the premises occurring during the period of insurance due to:</p> <ul style="list-style-type: none"> an insured event under the Buildings or Contents sections breakage insured under the Glass and Sanitary Fittings extension provided that liability for the damage is admitted under a policy of insurance covering your interest in the property (this proviso does not apply where no payment is made solely due to the operation of an excess). <p>The amount payable will be, for:</p> <p>a) income – the amount by which the income during the indemnity period falls short of the income during the 12 month period immediately before the date of the damage appropriately adjusted where the maximum indemnity period exceeds 12 months. (This amount may be adjusted to take into account any trends or other factors affecting your activities, such as seasonal variation, so that the figures represent as closely as possible, the income that would have been achieved if the damage had not occurred).</p> <p>b) extra expenses – the amount of extra expenses incurred during the indemnity period in consequence of the damage.</p> <p>In calculating the amount payable, we will take into account any:</p> <ul style="list-style-type: none"> savings during the indemnity period of expenses payable out of income that cease or are reduced because of the damage income earned by you, or by others on your behalf, during the indemnity period from conducting your activities elsewhere than at the premises. 	<ol style="list-style-type: none"> Loss: <ol style="list-style-type: none"> for any period after the church is wound up, or whilst it is carried on by a liquidator or receiver, or after it is permanently discontinued due to unnecessary delay on your part in repairing or replacing the property. Any claim if you failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement.

Section 5 Business Interruption

You are required as a condition precedent to **our** liability:

1 BACK-UP OF ELECTRONIC DATA

to ensure that electronic data is backed-up and stored away from the **premises** in accordance with the level of total sum insured under this section as follows:

Total sum insured under this section:	Minimum back-up frequency to be every:	Storage of back-ups required to be kept away from the premises :	Minimum number of generations of verified back-up to be made:
up to £25,000	7 working days	No	One
£25,001 up to £250,000	2 working days	Yes	One
over £250,000	working day	Yes	Two

SPECIAL NOTES (not forming part of this policy wording):

- We provide cover, subject to limitation, for the costs of reinstating computer data following damage by the insured events. However, we expect you to take reasonable steps to back-up the information held, and this special requirement explains the minimum steps we require. Please ensure that this is carried out securely and in compliance with Data Protection regulations. It is very much in your own interest to minimise the disruption to your organisation, following such a loss of data.

Special requirements for Business Interruption

You are required as a condition precedent to **our** liability:

2 MONTHLY STATEMENT

under extension 8 Book Debts to:

- keep a record of the total amount outstanding in customers' accounts as at the end of each month, and
- within 30 days of the end of each month deposit this record in premises other than those in which the original records are kept.

3 PESTS OR VERMIN

under extension 1e), to obtain **our** consent before **you** restrict the use of the **premises**.

Extensions for Business Interruption

WHAT IS COVERED	WHAT IS NOT COVERED
<p>We will pay for loss, as insured by this section unless otherwise stated, incurred by you during the indemnity period as a result of interruption or interference with your activities, carried on by you at the premises, caused during the period of insurance by:</p> <p>1 SPECIFIED DISEASE, POISONING, MURDER</p> <p>a) an outbreak of a specified disease b) any discovery of an organism at the premises resulting in or likely to result in the occurrence of a specified disease c) poisoning caused by food or drink provided 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 pests or vermin at the premises f) murder, rape or suicide at the premises.</p> <p>The most we will pay for any claim is 25% of the Business Interruption sums insured shown in the schedule or £250,000, whichever is less.</p> <p>The indemnity period in respect of this extension only is re-defined as follows: the period beginning with the date from which the restrictions on the premises are applied (or in the case of e) and f) above with the date of occurrence) and ending not later than 3 months thereafter during which the results of your activities are affected because of the occurrence.</p>	<ol style="list-style-type: none"> 1. Costs incurred in the cleaning, repair, replacement, recall or checking of property. 2. Any occurrence that is not at the premises. 3. Any claim if you failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement.
<p>2 BOMB SCARE OR EMERGENCY ACTION</p> <p>closure of the premises by a competent authority due to:</p> <p>a) bomb scare, or b) an emergency that could endanger human life or neighbouring property.</p> <p>The most we will pay is £5,000 for any claim.</p> <p>For the purpose of cover 2.a) (Bomb scare) general exclusion 5 Terrorism does not apply.</p>	<p>Any:</p> <ol style="list-style-type: none"> a) closure of less than 4 hours duration b) premises in Northern Ireland c) closure of the premises by 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 infectious diseases) food poisoning, defective drains or other sanitary arrangements or vermin or pests.
<p>3 DENIAL OF ACCESS</p> <p>damage due to an operative event under the Buildings or Contents sections, to property in the vicinity of the premises which prevents or hinders the access to or use of the premises.</p>	<p>Any period when access to the premises was not prevented or hindered.</p>
<p>4 SUPPLIERS AND CUSTOMERS</p> <p>damage due to an operative event under the Buildings or Contents sections, at the premises of any of your suppliers or customers.</p> <p>The most we will pay is £10,000 for any claim.</p>	<p>Loss resulting from damage occurring at:</p> <ol style="list-style-type: none"> a) any premises outside the territorial limits b) the premises of any supplier from which you obtain electricity, gas, water or telecommunication services.

Extensions for Business Interruption

WHAT IS COVERED	WHAT IS NOT COVERED
<p>5 FAILURE OF SUPPLY</p> <ul style="list-style-type: none"> accidental failure of supply of electricity, gas or water services at the terminal point of the supply authority's feed at the premises damage due to an operative event under the Buildings or Contents sections, to telecommunications property of the supplier in the territorial limits. <p>The most we will pay is £10,000 for any claim.</p>	<p>Any failure caused by the deliberate act of any supply authority or by the exercise of any such authority of its power to withdraw or restrict supply or industrial action.</p>
<p>6 UTILITIES</p> <p>damage due to an operative event under the Buildings or Contents sections of this policy at any:</p> <ul style="list-style-type: none"> generating station or sub-station of the electricity supply undertaking land-based premises of the gas supply undertaking or of any natural gas producer linked directly therewith water works or pumping station of the water supply undertaking land-based premises of the telecommunications undertaking <p>within the territorial limits from which you obtain electricity, gas, water or telecommunications services.</p> <p>The most we will pay is £10,000 for any claim.</p>	
<p>7 EXHIBITIONS AND WORK AWAY</p> <p>damage due to an operative event under the Buildings or Contents sections at any premises within the territorial limits temporarily in use by you for exhibitions, fund-raising or carrying out a contract in connection with your activities.</p> <p>The most we will pay is £5,000 for any claim.</p>	
<p>8 BOOK DEBTS</p> <p>damage to your books of account or other business books or records occurring:</p> <ol style="list-style-type: none"> at the premises while such books or records are temporarily removed from the premises, or in the post, within the territorial limits provided that the damage is the subject of a valid claim under the Contents section of this policy. <p>We will pay the:</p> <ul style="list-style-type: none"> difference between outstanding debit balances and the total of the amounts received or traced additional expenses incurred by you with our consent in tracing and establishing outstanding debit balances. <p>The most we will pay is £10,000 for any claim.</p>	<ol style="list-style-type: none"> Any loss or expense due to: <ol style="list-style-type: none"> deliberate erasure, distortion or corruption of electronic data, information or records a dishonest or fraudulent act by you, your employees or anyone acting on your behalf. Any claim if you failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement.
<p>9 ARCHAEOLOGICAL DIGS</p> <p>loss of income or extra expenses incurred solely due to necessary archaeological work following discoveries made only as a result of damage at the premises for which a valid claim is made under this section.</p> <p>The most we will pay is £25,000 for any claim.</p>	

Claims settlement for Business Interruption

ACCOUNTANTS CHARGES

Within the overall sum insured, **we** will also pay for professional accountants' charges reasonably incurred by **your** usual professional accountant for producing and certifying any details in **your** accounting records requested by **us** under the terms of this policy for the purpose of investigating or verifying any **claim**, but this does not include any accountants' charges otherwise incurred by **you** for the preparation of any **claim**.

LIMITS

The most **we** will pay for:

- reproducing **documents** or electronic data under **extra expenses** is £25,000 or the sum insured shown in the schedule, whichever is less
- Loss of Income or Extra Expenses is the relevant sum insured for each as shown in the schedule.

No **claim** payment will be made under this section following **damage** to donated **stock** if a valid **claim** payment is made under the Contents section for donated **stock**.

The amount **we** pay under any extension to this section forms part of, and is not in addition to, the limitations stated above.

UNDERINSURANCE

If the sum insured shown in the schedule for loss of income is less than the **income** earned during the 12 month period immediately before the date of the **damage** appropriately adjusted:

- if the **indemnity period** exceeds 12 months, and
- for any trends or other factors affecting **your activities** (such as seasonal variation) so that the figures represent, as closely as possible, the result that would have been achieved if the **damage** had not occurred

then the amount payable for any **claim** will be proportionately reduced.

Section 6 Personal Accident

WHAT IS COVERED	WHAT IS NOT COVERED
<p>If you, or any partner, director or employee while working for you, sustain(s) accidental bodily injury caused by external violent and visible means arising out of and in the course of your activities during the period of insurance:</p> <p>a) which within 24 months is the sole cause of death or disablement, we will pay a benefit as defined under the Benefits for Personal Accident</p> <p>b) and as a result incur medical expenses, being the cost of medical, surgical, dental or other remedial attention, treatment or appliances, given or prescribed by a qualified medical practitioner and all hospital nursing home and ambulance charges necessarily incurred in the treatment of the injured person, we will pay up to £2,500 for any claim for any one person</p> <p>c) and as a result need(s) in-patient hospital treatment, we will pay a benefit of £20 for each complete period of 24 hours stay in hospital up to £200 for any claim for any one person.</p>	<ol style="list-style-type: none"> 1. Accidental bodily injury: <ol style="list-style-type: none"> a) consisting solely of illness, disease or disorder b) to any person whose age is under 11 or more than 85 years at the time of the bodily injury c) sustained outside the territorial limits d) arising directly or indirectly from Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition e) caused by you or any partner, director or employee: <ol style="list-style-type: none"> i. engaging in abseiling, aqua-lung diving, boxing, cliff or rock climbing, earth balling, elastic rope sports or activities, firework displays, flying (except as a fare-paying passenger), football, hang-gliding, horse riding, hunting, martial arts, motor-cycling, motor-scooter, mountaineering, parachuting, polo, pot-holing, professional sport of any kind, racing (except on foot), rugby, water activities (except swimming), winter sports (including dry-slope skiing) and wrestling ii. committing or attempting to commit suicide or any act of intentional self-injury or deliberate exposure to danger except in an attempt to save human life iii. being under the influence of intoxicants or drugs unless under medical supervision iv. being pregnant or giving birth v. serving in the armed forces f) resulting from any accident in connection with: <ol style="list-style-type: none"> i. powered woodworking machinery other than portable hand tools ii. the use of scaffolding, other than tower scaffolding, unless professionally erected iii. tree felling and the lopping and topping of trees, unless such work is within the scope of the ordinary domestic gardener and there is no use of chainsaws. 2. Any claim directly or indirectly caused by resulting from or in connection with 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 claim is not covered by this section the burden of proving the contrary shall be upon you.

Section 6 Personal Accident

WHAT IS COVERED	WHAT IS NOT COVERED
<p>1 SUPPLY SPEAKER EXPENSES</p> <p>In the event of the usual speaker from within your church being unable to take your Sunday service due to bodily injury as insured by this section, we will reimburse you any additional expenditure necessarily and reasonably incurred by you for fees and expenses to secure a replacement speaker from another church.</p> <p>We shall be entitled to call for medical evidence if required.</p> <p>The most we will pay is:</p> <ul style="list-style-type: none"> • £100 for each Sunday • £500 in any one period of insurance. 	
<p>2 COMPLETION OF WORKS EXPENSES</p> <p>We will pay the cost of employing a contractor to complete minor works of maintenance, repair or redecoration at the premises when the work, having been commenced by an authorised person working on a voluntary basis, cannot be completed by the expected date because the person has sustained accidental bodily injury, for which a valid claim is payable under this section, which prevents the person finishing the work.</p> <p>The most we will pay is £1,000 in any one period of insurance.</p>	<p>Accidental bodily injury:</p> <ol style="list-style-type: none"> a) resulting from any cause not covered by this section b) suffered while not engaged in your activities.

Benefits for Personal Accident

- | | | |
|---|---|---|
| 1 | Death | death benefit shown in the schedule |
| 2 | Permanent total disablement, being either: | |
| | a) total and permanent loss of use of one or more entire hands or feet |) |
| | b) total and irrecoverable loss of sight in one or both eyes |) |
| | c) permanent total disablement resulting from total and irrecoverable loss of speech or hearing |) permanent total disablement benefit shown in the schedule |
| | d) permanent total disablement, not resulting from any of a), b) or c) above, preventing all gainful employment or occupation |) |
| 3 | Temporary total disablement from attending to or engaging in a substantial and essential part of the person's normal duties in connection with your activities , or from all gainful employment or occupation, at the rate per week up to a maximum of 104 weeks | temporary total disablement benefit shown in the schedule |

Claims settlement for Personal Accident

LIMITS

We will pay the amount of benefit as shown in the schedule to **you** or at **your** request to the injured person or their legal personal representative:

- Only one of benefits 1, 2 a), b), c) or d) will be payable for the injured person for any one accident or for the same period of disablement.
- In the event of a **claim** under benefit 2, the policy will cease to apply to the injured person concerned.
- If any payment is made under benefit 3, it shall be deducted from any amount subsequently paid under benefits 1 or 2.
- Under benefit 3, **we** may make monthly payments on account.
- **We** will not pay benefits for the same injured person under more than one section of this policy for any one occurrence. The section that provides the greatest benefit will apply.

The injured person will, if required by **us**, submit to a medical examination at **our** expense in connection with any **claim**.

Section 7 Employers Liability

WHAT IS COVERED	WHAT IS NOT COVERED
<p>We will pay all amounts which you become legally liable to pay as damages and costs and expenses for bodily injury to any employee caused during the period of insurance in connection with your activities and occurring:</p> <ul style="list-style-type: none"> in the territorial limits elsewhere in the world where any employee who is normally resident in the territorial limits is on a temporary visit in the course of your activities. <p>Within costs and expenses, we will also pay the cost of legal representation at any Coroner's Inquest, Fatal Accident Inquiry or Court of Summary Jurisdiction incurred with our written consent.</p> <p>RIGHT OF RECOVERY</p> <p>The cover under this section shall be interpreted as being in accordance with the provisions of any law relating to compulsory insurance of liability to employees in the territorial limits but you shall repay to us all sums paid by us which we would not have been liable to pay but for the provisions of such law.</p> <p>CERTIFICATE OF EMPLOYERS LIABILITY INSURANCE</p> <p>If this section or the policy is cancelled the Certificate of Employers Liability Insurance issued for this section is cancelled at the same time.</p>	<p>Liability:</p> <ol style="list-style-type: none"> for which compulsory motor insurance or security is required arising in connection with: <ol style="list-style-type: none"> offshore activities terrorism outside the territorial limits.

Special requirement for Employers Liability

You are required as a condition precedent to **our** liability:

1 CORPORATE MANSLAUGHTER

under the Corporate Manslaughter extension to this section to ensure that **you**:

- obtain **our** written consent prior to the appointment of any solicitor or counsel to act for **you**
- notify **us** immediately about any summons or other process served upon **you** which may give rise to a **claim** under this extension
- do not commence an appeal without **our** written consent and such consent will only be given if counsel has advised that it is more likely for an appeal to be successful than not.

Extensions for Employers Liability

WHAT IS COVERED	WHAT IS NOT COVERED
<p>1 INDEMNITY TO OTHER PEOPLE (INCLUDING PRINCIPALS)</p> <p>At your request we will pay all amounts which the following people or organisations become legally liable to pay as damages and costs and expenses for a claim made against them:</p> <ul style="list-style-type: none"> any partner, director or employee of yours any officer or member of your canteen, sports, social or welfare organisations, first-aid, ambulance, fire or security services any partner or director of yours in respect of private work carried out for them with your prior consent by any employee any principal, being any person, local or public authority, company or firm, with whom you have entered into a contract for work or services, but only in respect of claims arising out of the performance of such work or services by you <p>provided:</p> <ul style="list-style-type: none"> you would have been entitled to cover under this section if the claim had been made against you such parties keep to the terms of this policy insofar as they can apply. 	

Extensions for Employers Liability

WHAT IS COVERED	WHAT IS NOT COVERED
<p>2 UNSATISFIED COURT JUDGEMENTS If any employee obtains a judgement for damages in respect of bodily injury against any company or individual operating from premises within the territorial limits and that judgement remains unpaid for more than six months, we will pay to the employee, at your request, the amount of any unpaid damages and awarded costs provided:</p> <ul style="list-style-type: none"> the bodily injury is caused: <ul style="list-style-type: none"> a) during the period of insurance, and b) in the course of your activities, and c) in the territorial limits there is no appeal outstanding the judgement being obtained in the first instance under the jurisdiction of a court in the territorial limits the judgement relates to bodily injury which would otherwise be insured by this section of the policy if any payment is made under this extension the employee or their legal personal representatives shall assign the judgement to us. 	
<p>3 COURT ATTENDANCE EXPENSES We will pay £250 per day if you, or any partner, director or employee are required to attend court as a witness at our request in connection with a claim for which cover is provided under this section.</p>	
<p>4 BELL RINGERS At your request, we will deem the bell ringers of your church to be employees whilst:</p> <ul style="list-style-type: none"> ringing or attending to bells in any other church or bell tower travelling to or from a church or bell tower to take part in or practice bell ringing <p>within the territorial limits, subject to the terms, exceptions and conditions of this section and of the policy as far as they can apply.</p>	<p>Legal liability where indemnity is provided by any other insurance.</p>
<p>5 CORPORATE MANSLAUGHTER We will pay all amounts which you become legally liable to pay overall for costs and expenses incurred with our prior written consent in:</p> <ul style="list-style-type: none"> the defence of any criminal proceedings, or an appeal against conviction which arises from criminal proceedings <p>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 your activities.</p> <p>The most we will pay for all claims under this extension is £500,000 in any one period of insurance.</p> <p>If this cover is also operative under:</p> <ul style="list-style-type: none"> the Public and Products Liability section to this policy, the separate extension limits are replaced by one aggregate limit of £1,000,000 for all claims under this policy in any one period of insurance other policies issued by us to you, the most we will pay for all claims relating the same prosecution in total for all policies, including this policy, is £1,000,000. 	<ol style="list-style-type: none"> Fines or penalties of any kind. Costs of any remedial or publicity orders, or steps to be taken by such orders. Proceedings consequent upon any deliberate act or omission by you or your managerial employees 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. Costs and expenses: <ol style="list-style-type: none"> where they are otherwise covered under an operative Legal Expenses section of this policy except for any amount payable beyond the Indemnity Limit under such Legal Expenses cover where indemnity is otherwise provided by any other policy, insurer or from any other source. We will not pay any claim when you have failed to comply with the special requirements for this extension and such failure caused or worsened the liability.

Extensions for Employers Liability

WHAT IS COVERED	WHAT IS NOT COVERED
<p>6 HEALTH AND SAFETY AT WORK</p> <p>We will pay all amounts which you become legally liable to pay for costs and expenses in:</p> <ul style="list-style-type: none"> the defence of any criminal proceedings an appeal against conviction arising from such proceedings brought in respect of an offence under: <ul style="list-style-type: none"> the Health and Safety at Work etc. Act 1974 the Health and Safety at Work (Northern Ireland) Order 1978 <p>provided that the proceedings relate to an offence committed or alleged to have been committed during the period of insurance within the territorial limits and in the course of your activities.</p> <p>The most we will pay is £500,000 for any claim, but if a claim is also made under the HEALTH AND SAFETY AT WORK extension for the Public and Products Liability section (if operative) to this policy for the same proceedings then this limit applies in total to both extensions.</p>	<ol style="list-style-type: none"> Fines or penalties of any kind. Proceedings consequent upon any deliberate act or omission by: <ol style="list-style-type: none"> you, or your directors or partners any employee responsible for compliance with the legislation. Proceedings related to the health, safety or welfare of persons other than employees. Legal costs and expenses covered elsewhere in this policy or by any other policy. Liability for bodily injury.

Claims settlement for Employers Liability

LIMITS

The most **we** will pay for any **claim**, including **costs and expenses** is:

- £5,000,000 in respect of liability directly or indirectly caused by, resulting from, or in connection with **terrorism**. If **we** allege that by reason of this limitation any liability for damages and **costs and expenses** is covered only up to a specified limit of liability the burden of proving the contrary shall be upon **you**
- the indemnity limit shown in the schedule.

The amount **we** pay under any extension to this section forms part of, and is not in addition to, the limitations stated above.

Section 8 Public and Products Liability

WHAT IS COVERED	WHAT IS NOT COVERED
<p>We will pay all amounts which you become legally liable to pay as damages and costs and expenses for accidental:</p> <ol style="list-style-type: none"> bodily injury to any person damage to material property obstruction, trespass, nuisance or interference with any right of way, air, light, water or other easement <p>occurring during the period of insurance in connection with your activities and happening:</p> <ul style="list-style-type: none"> within the territorial limits outside the territorial limits whilst you are, or any employee is, on a temporary visit in the course of your activities and normally resident within the territorial limits anywhere in the world (other than within the United States of America or Canada) and caused by products. <p>Within costs and expenses, we will also pay the cost of legal representation at any Coroner's Inquest, Fatal Accident Inquiry or Court of Summary Jurisdiction incurred with our written consent.</p>	<ol style="list-style-type: none"> The amount of excess shown in the schedule in respect of each claim for damage to material property. Liability arising directly or indirectly from any: <ol style="list-style-type: none"> error or omission in the provision of professional services treatment of any kind (other than first aid) respite, domiciliary or medical care services defamation bodily injury to any employee arising out of and in the course of your activities damage to property: <ol style="list-style-type: none"> or any part on which you or any employee is or has been working where the damage results from such work belonging to you or held in trust by you or borrowed, rented, leased or hired for use by you other than personal property (including vehicles and contents) of your visitors, partners, directors or employees offshore activities pastoral care (except as provided for in the Pastoral Care extension to this section) counselling, advice, design, formula or specification whether given for a fee or not medical, surgical, dental, pharmaceutical or therapeutic products products incorporated in any: <ol style="list-style-type: none"> craft designed to travel through air or space watercraft which could affect its safety, navigation or propulsion mechanically propelled vehicles which could affect their safety gas, chemical, petrochemical or power generation plant damage to, or the costs of recall, removal, replacement, alteration, repair or reinstatement of, any products or contract work executed by you which is caused by a defect or its unsuitability for its intended purpose products: <ol style="list-style-type: none"> exported to sold, supplied or worked upon by you, or by others for you, from within the United States of America or Canada second-hand products (except as provided for in the Second-hand Goods extension to this section). Liability arising directly or indirectly from: <ol style="list-style-type: none"> ownership of any building (including its land and adjacent grounds) and repair and maintenance of such property ownership or use by you, or by others for you, of any premises within the United States of America or Canada ownership, possession or use by you or on your behalf, or by any person entitled to cover under this section, of any: <ol style="list-style-type: none"> watercraft (other than non-mechanically propelled not exceeding nine metres in length whilst operated on inland waterways only or within three miles of the coast) and craft designed to travel through air or space mechanically propelled vehicles for which compulsory motor insurance or security is required other than for: <ul style="list-style-type: none"> loading and unloading the use of plant at the premises unless cover is provided by any other policy. Liability arising from an agreement unless liability would have existed without the agreement. The costs of remedying any defect or alleged defect in premises which you have disposed of. Liability directly or indirectly caused by resulting from or in connection with terrorism arising: <ol style="list-style-type: none"> at: <ol style="list-style-type: none"> premises of 40 storeys or more sports stadia, exhibitions, theatres, music venues or any events organised by you, where attendance may exceed 1,000 people at any one time outside the territorial limits.

Section 8 Public and Products Liability

WHAT IS COVERED	WHAT IS NOT COVERED
	<ol style="list-style-type: none">7. Fines or penalties.8. Punitive, exemplary, aggravated or multiplied damages.9. Liquidated damages.10. Any compensation awarded by a court of criminal jurisdiction.11. Any claim if you failed to comply with a special requirement and such failure caused, or worsened the liability, unless otherwise stated in the special requirement.

Special requirements for Public and Products Liability

You are required as a condition precedent to **our** liability:

1 USE OF BOUNCY CASTLES, OTHER LAND-BASED INFLATABLES OR TRAMPOLINES

- a) if **you** use any bouncy castle and/or any other land-based inflatable, to ensure that:
 - it is supervised by responsible **employees** at all times when in use or inflated
 - when used outside a building, it is securely anchored to the ground at each anchor point
 - each anchor point is signed, or otherwise marked to be made easily visible, and wrapped to prevent injury
 - soft matting is used to cover hard surfaces adjacent to the front or any open sides where there is a risk of injury from falling from the inflatableand, in respect of any bouncy castle it is:
 - not used by children under 2 years old
 - restricted to use by age group (age groups 2 to 5, 6 to 12 and over 12 years must not be mixed).
- b) if **you** use any trampoline, to ensure that it is:
 - supervised by responsible **employees** at all times when in use
 - fitted with safety side netting to prevent falls from the trampoline
 - not used by more than one person at a time.

2 CLEAN-UPS OR LITTER PICKS

to ensure that any person involved in clearing up litter or rubbish:

- wears boots or other stout footwear
- wears suitable gloves if handling any litter or rubbish
- is instructed not to clear up, move or touch any sharp objects, needles or syringes unless those persons:
 - a) are authorised adults who have received documented training in dealing with discarded needles or syringes, and
 - b) wear rubber/latex gloves and use graspers/tongs to pick up any needles or syringes (DO NOT USE HANDS), and
 - c) only use proprietary sharps bins/boxes to place any needles or syringes which are to be given to and emptied only by the local authority or contract clinical waste services.

3 PROTECTION POLICY FOR GROUPS WORKING WITH YOUNG PEOPLE OR VULNERABLE ADULTS

if **you** work with young people or vulnerable adults, to ensure that:

- **you** comply with all statutory and other regulations imposed by any authority
- **your** written protection policy for young people and vulnerable adults is fully complied with at all times
- where it has been disclosed to **us** that **you** have no written protection policy, the safety measures otherwise declared to and accepted by **us** have been fully complied with at all times.

4 USE OF GYM EQUIPMENT

to take reasonable precautions to ensure that any gym equipment or facility **you** provide is not used by any unauthorised persons and that it is:

- supervised by a qualified gym instructor at all times when in use, or
- only used by unsupervised persons who have undergone an induction/training course held by a qualified gym instructor and then been authorised by **you** or **your employees**.

5 SECOND-HAND GOODS (PRODUCTS LIABILITY)

under the Second-Hand Goods extension of this section, before the **products** leave **your** custody or control, to:

- have any electrical appliance (other than a battery operated appliance) inspected and tested by a suitably qualified person (the minimum qualification required is inspection and testing certification for portable appliances, such as City & Guilds - Electrical Equipment Maintenance and Testing 2377 or its equivalent)
- ensure that each item of furniture or furnishings supplied free of charge is fit for purpose
- ensure that any other **products** are compliant with any current safety legislation or regulations
- retain all required records under such legislation or regulations for the required period provided this period is not less than 3 years.

6 USE OF A BAPTISTRY

to ensure that any baptistry used must:

- always be attended by a responsible **employee** when it is being filled with water
- be attended by a responsible **employee** or roped off or warning notice displayed when the baptistry cover is removed
- before anyone enters the water have the electrical heating apparatus to the baptistry turned off and disconnected from the mains supply and checked by a responsible **employee**
- if portable, be checked by an authorised **employee** before each use to ensure that it remains in good condition and that there are no apparent defects that might cause **bodily injury** or **damage**.

Special requirements for Public and Products Liability

You are required as a condition precedent to **our** liability:

7 LIBEL AND SLANDER (INCLUDING PUBLISHERS' INDEMNITY)

under the Libel and Slander (including Publishers' Indemnity) extension to this section:

- unless a Queen's Counsel or similar Authority (to be mutually agreed on by **you** and **us**) advises that any proceedings can be contested with the probability of success, to tender such apologies and offer such amends as the Counsel or Authority advises
- upon a Queen's Counsel or similar Authority's advice, to the withdrawal of the offending matter or to the publication of any amendment or alteration necessary to secure the withdrawal of the **claim made** or objection.

8 PASTORAL CARE

under the Pastoral Care extension to this section, to exercise reasonable care and diligence in the selection, appointment and supervision of persons undertaking **pastoral care** on **your** behalf.

9 FACE PAINTING AND HENNA TATTOOS

if **you** apply any face paints or henna tattoos, to ensure that they are not applied to any person:

- under three years old
- who has open cuts or sores on their face
- who has a cold sore or conjunctivitis or any other known infectious skin condition

and in addition **you** must:

- carry out a skin test prior to the application of any face paints or henna tattoos where any person has food allergies or allergic reactions to soaps, skin creams and the like
- clean any equipment before each application
- only use professional face paints and henna tattoos that comply with current safety legislation or regulations.

10 FIXED OUTDOOR ADVENTURE AND PLAYGROUND EQUIPMENT

to ensure that any fixed outdoor adventure and children's playground equipment at the **premises** is:

- inspected annually by an independent specialist if the various items of equipment are in a specifically designed and purpose-built children's play area, and
- inspected at least monthly by an authorised and suitably trained **employee**, and
- maintained in a safe and good condition (any equipment found to be in need of any repair, defective or unsafe in any way must be prevented from being used until the maintenance, repair or improvement work has been carried out), and
- a written record is retained by **you** for each inspection and following any appropriate maintenance, repair or improvement work

SPECIAL NOTE (not forming part of the policy wording):

1. The Royal Society for the Prevention of Accidents (RoSPA) can provide advice and information on playground management and the safety of outdoor play areas. Their Code of Good Practice for Play Areas covers Siting, Design, Equipment, Surfacing, Installation, Ancillary items, Signs and Management. Royal Society for the Prevention of Accidents: www.rospace.com

11 CORPORATE MANSLAUGHTER

under the Corporate Manslaughter extension to this section to ensure that **you**:

- obtain **our** written consent prior to the appointment of any solicitor or counsel to act for **you**
- notify **us** immediately about any summons or other process served upon **you** which may give rise to a **claim** under this extension
- do not commence an appeal without **our** written consent and such consent will only be given if counsel has advised that it is more likely for an appeal to be successful than not.

Extensions for Public and Products Liability

WHAT IS COVERED	WHAT IS NOT COVERED
<p>1 INDEMNITY TO OTHER PEOPLE (INCLUDING PRINCIPALS AND MEMBER TO MEMBER) At your request we will pay all amounts which the following people or organisations become legally liable to pay as damages and costs and expenses for a claim against them:</p> <ul style="list-style-type: none"> • any partner, director or employee • any member • any officer or member of your canteen, sports, social or welfare organisations, first-aid, ambulance, fire or security services • any partner or director of yours in respect of private work carried out by any employee • any principal, being any person, local or public authority, company or firm, with whom you have entered into a contract for work or services, but only in respect of claims arising out of the performance of such work or services by you <p>provided:</p> <ul style="list-style-type: none"> • you would have been entitled to cover under this section if the claim had been made against you • such parties keep to the terms of this policy insofar as they can apply • in the event of any one individual member claiming against another member or you, we will agree not to raise the defence that the claiming member is also the insured. 	
<p>2 CROSS LIABILITIES If more than one party is named in the schedule as the policyholder, we will deal with any claim as though a separate policy had been issued to each of them.</p> <p>The most we will pay, including costs and expenses for any claim in total to all parties is the indemnity limit shown in the schedule.</p>	
<p>3 HIRED OR RENTED PREMISES Where you are legally liable to pay for damage to property at premises borrowed, rented, leased or hired for use by you for your activities, the cover provided under this section extends to include your legal liability for such damage.</p>	<ol style="list-style-type: none"> 1. £250 excess other than for claims caused by fire or explosion. 2. Liability: <ol style="list-style-type: none"> a) arising from an agreement unless liability would have existed without the agreement b) otherwise excluded under this section apart from property borrowed, rented, leased or hired for use by you c) where you are required to insure, or pay for the insurance of, the property damaged.
<p>4 CONTINGENT MOTOR LIABILITY We will pay all amounts which you alone become legally liable to pay as damages and costs and expenses for accidental:</p> <ol style="list-style-type: none"> a) bodily injury to any person b) damage to material property <p>arising out of the use by any employee of any motor vehicle in connection with your activities and occurring during the period of insurance.</p>	<ol style="list-style-type: none"> 1. Liability arising from: <ol style="list-style-type: none"> a) damage to any such vehicle or its contents b) any vehicle owned or provided by you c) any vehicle driven by you (being an individual insured person such as a sole trader or partner) d) any vehicle driven by a person who to your knowledge does not hold a licence to drive such a vehicle unless such person has held and is not disqualified for holding or obtaining such a licence e) participation in racing, pace making, reliability trials or speed testing. 2. Liability: <ol style="list-style-type: none"> a) to the drivers or owners of such motor vehicles b) arising outside the territorial limits c) covered by any other policy. 3. Fines or penalties. 4. Punitive, exemplary, aggravated or multiplied damages. 5. Liquidated damages.

Extensions for Public and Products Liability

WHAT IS COVERED	WHAT IS NOT COVERED
<p>5 WRONGFUL ARREST</p> <p>We will pay all amounts which you become legally liable to pay as damages and costs and expenses for any charge of:</p> <ul style="list-style-type: none"> wrongful arrest malicious prosecution false imprisonment defamation of or assault on any person made against you in respect of any allegation of theft or other improper conduct occurring during the period of insurance in connection with your activities and happening in the territorial limits. <p>The most we will pay is £25,000 for all claims in any one period of insurance.</p> 	<ol style="list-style-type: none"> Claims by any employee. Liability for: <ol style="list-style-type: none"> fines, penalties or punitive, exemplary, aggravated or multiplied damages liquidated damages.
<p>6 DATA PROTECTION ACT</p> <p>We will pay all amounts which you become legally liable to pay as damages and costs and expenses for damage or distress as described in Section 13 of the Data Protection Act 1998.</p> <p>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.</p> <p>The most we will pay is £500,000 for any claim including costs and expenses.</p>	<ol style="list-style-type: none"> Fines or penalties. Punitive, exemplary, aggravated or multiplied damages. Liquidated damages. Costs of replacing, reinstating, rectifying, erasing, blocking or destroying any personal data. Liability arising from or caused by a deliberate or intentional act by, or omission of, any person entitled to indemnity. Claims arising out of circumstances which have been notified to previous insurers or which were known to you at the inception of this extension. Legal liability where indemnity is provided by any other insurance.
<p>7 OVERSEAS PERSONAL LIABILITY</p> <p>We will pay all amounts which you (and at your request any employee) become legally liable to pay as damages and costs and expenses for accidental:</p> <ol style="list-style-type: none"> bodily injury to any person damage to material property occurring during the period of insurance in respect of personal liability including liability arising from the ownership, possession or use of any: <ul style="list-style-type: none"> battery powered wheelchair or mobility scooter vehicle used only as domestic gardening equipment golf cart trolley or buggy controlled by someone on foot arising other than in connection with your activities, or any business or profession of the person claiming indemnity, while such persons, normally resident within the territorial limits, are temporarily outside the territorial limits in connection with your activities. <p>The most we will pay is £2,000,000 for any claim including costs and expenses.</p>	<ol style="list-style-type: none"> Liability arising from: <ol style="list-style-type: none"> bodily injury to any person entitled to indemnity under this extension damage to property belonging to or under the control of any person entitled to indemnity under this extension an agreement unless liability would have existed without the agreement the ownership or occupation of land or buildings any pets, livestock or other animals. Liability directly or indirectly caused by resulting from or in connection with terrorism in accordance with General Exclusion 5. Liability arising from the ownership, possession or use of any: <ol style="list-style-type: none"> craft designed to travel in, on or through water, air or space electrically or mechanically powered vehicle not otherwise covered under this extension. Liability where indemnity is provided by any other insurance. Fines or penalties. Punitive, exemplary, aggravated or multiplied damages. Liquidated damages.

Extensions for Public and Products Liability

WHAT IS COVERED	WHAT IS NOT COVERED
<p>8 LIBEL AND SLANDER (INCLUDING PUBLISHERS' INDEMNITY) We will pay all amounts which you become legally liable to pay as damages and costs and expenses in respect of:</p> <p>a) any claim made for alleged:</p> <ul style="list-style-type: none"> • libel • deceit or injurious falsehood • passing off, or infringement of, trademark, registered design, copyright or patent right <p>arising from matter contained in your notices, agenda, minutes, reports of meetings, correspondence, magazine, newsletter or other official publications (including via digital media) in connection with your activities.</p> <p>b) any claim made for alleged slander (including via digital media) by you, or on your behalf, in connection with your activities.</p> <p>All claims made arising from a single defamation will be deemed to have been made during the period in which the first claim made was accepted by us.</p> <p>The most we will pay for all claims made, including costs and expenses, in any one period of insurance is the indemnity limit for Libel and Slander (including Publishers' Indemnity) shown in the schedule.</p> <p>Where a claim made can also be brought for the same event or circumstances under the Professional Indemnity section (if operative), only the section or extension that provides the best settlement option for the insured will apply.</p>	<ol style="list-style-type: none"> 1. £250 excess. 2. Liability arising from: <ol style="list-style-type: none"> a) an agreement unless liability would have existed without the agreement b) criminal or intentional defamation or infringement, or where you ought to have known such statements were defamatory c) any legal action brought against you: <ol style="list-style-type: none"> i. in any court of law outside the territorial limits ii. by any claimant living outside the territorial limits d) the consequence of any circumstances known to you at the commencement of this cover which may give rise to a claim made e) any unauthorised or malicious access, alteration or intrusion to computer systems f) printers' errors (other than by you). 3. Any event or circumstances which result in a claim against any trustee by another trustee or by the charitable body or by any other person or entity with a financial, managerial or executive interest in the charitable body. 4. Liability: <ol style="list-style-type: none"> a) for fines, penalties or punitive, exemplary, aggravated or multiplied damages b) for liquidated damages c) covered by any other policy or elsewhere in this policy d) where the date of the cause of action first accruing is prior to the original inception date of this extension. 5. Any claim made if you failed to comply with the special requirement for this extension and such failure caused, or worsened the liability.
<p>9 SECOND-HAND GOODS (PRODUCTS LIABILITY) Subject to the terms and exclusions for products cover, we will pay all amounts which you become legally liable to pay as damages and costs and expenses for liability arising from second-hand products.</p>	<ol style="list-style-type: none"> 1. Liability arising from the following second-hand products: <ol style="list-style-type: none"> a) upholstered furniture or bedding that does not meet the standards under statutory safety legislation other than upholstered furniture or bedding supplied free of charge to the poor and needy b) gas appliances of any description c) any appliance containing or using flammable liquids. 2. Any claim when you have failed to comply with the special requirement for this extension and such failure caused or worsened the liability.
<p>10 COURT ATTENDANCE EXPENSES We will pay £250 per day if you, or any partner, director or employee, are required to attend court as a witness at our request in connection with a claim for which insurance is provided under this section.</p>	
<p>11 BELL RINGERS At your request, we will pay all amounts which the bell ringers of your church become legally liable to pay as damages and costs and expenses for a claim against them whilst:</p> <ul style="list-style-type: none"> • ringing or attending to bells in any other church or bell tower • travelling to or from a church or bell tower to take part in or practice bell ringing <p>within the territorial limits, subject to the terms exceptions and conditions of this section and of the policy as far as they can apply.</p>	<p>Legal liability where indemnity is provided by any other insurance.</p>

Extensions for Public and Products Liability

WHAT IS COVERED		WHAT IS NOT COVERED
12	<p>PASTORAL CARE We will pay all amounts which you become legally liable to pay as damages and costs and expenses in respect of any claim made for accidental:</p> <ul style="list-style-type: none"> a) bodily injury to any person b) damage to material property not belonging to you c) pecuniary loss other than arising from a) or b) <p>occurring within the territorial limits and arising from neglect, error or omission in the rendering of pastoral care provided by your minister, pastor or authorised employees in connection with your activities.</p> <p>The most we will pay for all claims made, including costs and expenses, is under:</p> <ul style="list-style-type: none"> • a) and b) £5,000,000 • c) £100,000 <p>in any one period of insurance.</p> <p>Where a claim made can also be brought for the same event or circumstances under the Professional Indemnity section (if operative), only the section or extension that provides the best settlement option for the insured will apply.</p>	<ol style="list-style-type: none"> 1. Liability arising from: <ol style="list-style-type: none"> a) any agreement unless liability would have existed without the agreement b) professional counselling c) counselling for which a fee or payment has been paid or agreed to be paid to you or your authorised representatives d) defamation e) the consequence of any circumstances known to you at the commencement of this cover which may give rise to a claim made. 2. Liability: <ol style="list-style-type: none"> a) for any action for damages brought in a court of law outside the territorial limits b) covered by any other insurance or elsewhere in this policy c) for fines, penalties or punitive, exemplary, aggravated, multiplied or liquidated damages. 3. Any claim made if you failed to comply with the special requirement for this extension and such failure caused, or worsened the liability.

SPECIAL NOTES RELATING TO PASTORAL CARE (not forming part of the policy wording)

1. Pastoral care involves the use of counselling skills, ethical behaviour and confidentiality by those engaged in such work. Guidelines for good practice have been published by various church organisations. It is important to keep up to date with current 'best practice'.
2. In the delivery of pastoral care to individuals, if matters remain unresolved, it is strongly recommended that (unless there are prior concerns) after six such pastoral care meetings relating to a particular issue, the recipient should be advised to seek professional counselling.
3. The cover does not embrace counselling, and despite common features it is important to differentiate between the activities of pastoral care and counselling.
4. Counselling is increasingly recognised as a profession (although perhaps undertaken as an unpaid vocation).
5. Established counselling associations provide training, accreditation and require the observance of a code of practice.
6. Supervision is also an important feature.

13	<p>CORPORATE MANSLAUGHTER We will pay all amounts which you become legally liable to pay overall for costs and expenses incurred with our prior written consent in:</p> <ul style="list-style-type: none"> • the defence of any criminal proceedings, or • an appeal against conviction which arises from criminal proceedings <p>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 your activities.</p> <p>The most we will pay for all claims under this extension is £500,000 in any one period of insurance.</p> <p>If this cover is also operative under:</p> <ul style="list-style-type: none"> • the Employers Liability section to this policy, the separate extension limits are replaced by one aggregate limit of £1,000,000 for all claims under this policy in any one period of insurance • other policies issued by us to you, the most we will pay for all claims relating the same prosecution in total for all policies, including this policy, is £1,000,000. 	<ol style="list-style-type: none"> 1. Fines or penalties of any kind. 2. Costs of any remedial or publicity orders, or steps to be taken by such orders. 3. Proceedings consequent upon any deliberate act or omission by you or your managerial employees 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. 4. Costs and expenses: <ol style="list-style-type: none"> a) where they are otherwise covered under an operative Legal Expenses section of this policy except for any amount payable beyond the Indemnity Limit under such Legal Expenses cover b) where indemnity is otherwise provided by any other policy, insurer or from any other source. 5. We will not pay any claim when you have failed to comply with the special requirements for this extension and such failure caused or worsened the liability.
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Extensions for Public and Products Liability

WHAT IS COVERED		WHAT IS NOT COVERED
<p>14 HEALTH AND SAFETY AT WORK We will pay all amounts which you become legally liable to pay for costs and expenses in:</p> <ul style="list-style-type: none"> the defence of any criminal proceedings an appeal against conviction arising from such proceedings <p>brought in respect of an offence under:</p> <ul style="list-style-type: none"> the Health and Safety at Work etc. Act 1974 the Health and Safety at Work (Northern Ireland) Order 1978 <p>provided that the proceedings relate to an offence committed or alleged to have been committed during the period of insurance within the territorial limits and in the course of your activities.</p> <p>The most we will pay is £500,000 for any claim, but if a claim is also made under the HEALTH AND SAFETY AT WORK extension for the Employers Liability section (if operative) to this policy for the same proceedings then this limit applies in total to both extensions.</p>	<ol style="list-style-type: none"> Fines or penalties of any kind. Proceedings consequent upon any deliberate act or omission by: <ol style="list-style-type: none"> you, or your directors or partners any employee responsible for compliance with the legislation. Proceedings related to the health, safety or welfare of employees. Legal costs and expenses covered elsewhere in this policy or by any other policy. Liability for bodily injury or damage to property. 	
<p>15 CONSUMER PROTECTION AND FOOD SAFETY We will pay all amounts which you become legally liable to pay for costs and expenses in:</p> <ul style="list-style-type: none"> the defence of any criminal proceedings an appeal against conviction arising from such proceedings <p>brought in respect of a breach of:</p> <ol style="list-style-type: none"> Part II of the Consumer Protection Act 1987 the Food Safety Act 1990 <p>provided that the proceedings relate to an offence alleged to have been committed during the period of insurance and in the course of your activities and are brought within the territorial limits.</p> <p>The most we will pay for any claim in respect of the:</p> <ul style="list-style-type: none"> Consumer Protection Act is £500,000 Food Safety Act is £500,000. 	<ol style="list-style-type: none"> Fines or penalties of any kind. Proceedings consequent upon any deliberate act or omission by you, any director, partner or any employee responsible for compliance with the legislation. Legal costs, expenses, reimbursements or charges: <ol style="list-style-type: none"> covered elsewhere in this policy or by any other policy arising from an order made under Section 9 of the Food Safety Act resulting from any regulation under Section 45 of the Food Safety Act. Liability for bodily injury or damage to property. 	

Claims settlement for Public and Products Liability

LIMITS

The most **we** will pay, including **costs and expenses**, for:

- any **claim** (and all **claims** happening during any **period of insurance** caused by **products**) which is directly or indirectly caused by or results from, or is in connection with **terrorism** (if **we** allege that the **bodily injury** or **damage** has resulted from **terrorism** the burden of proving the contrary shall be upon **you**) or any action taken in controlling, preventing, suppressing or in any way relating to **terrorism**, is £5,000,000 or, if lower
 - all **claims** in any one **period of insurance**:
 - caused by **products**
 - arising from pollution or contamination
 - any **claim** for liability other than relating to **terrorism, products**, pollution or contamination
- is the indemnity limit shown in the schedule.

The amount **we** pay under any extension to this section forms part of, and is not in addition to, the limitations stated above.

Section 9 Property Owners Liability

WHAT IS COVERED	WHAT IS NOT COVERED
<p>We will pay all amounts which you become legally liable to pay as damages and costs and expenses for accidental bodily injury to any person or damage to material property occurring:</p> <p>a) during the period of insurance and arising from:</p> <p>i. your ownership of:</p> <ul style="list-style-type: none">- the buildings- the land on which the buildings that you own stand- any grounds adjacent to, belonging to and used in connection with the buildings that you own <p>ii. your inspection, security, repair and maintenance of the buildings that you own, its land and adjacent grounds</p> <p>b) within a period of seven years from the expiry or cancellation of this section and arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises Act (Northern Ireland) Order 1975 in connection with any premises disposed of by you which were occupied by you for your activities.</p>	<ol style="list-style-type: none">1. The amount of excess shown in the schedule in respect of each claim for damage to material property.2. Liability arising directly or indirectly from:<ol style="list-style-type: none">a) an agreement unless liability would have existed without the agreementb) damage to property belonging to you or held in trust by you or in your custody or controlc) occupation of the premisesd) accidental bodily injury to any employee.3. Liability for:<ol style="list-style-type: none">a) costs of remedying any damage or defect in premises disposed of by youb) fines, penalties or punitive, exemplary, aggravated or multiplied damagesc) liquidated damagesd) which you are entitled to indemnity from any other policy or source.4. Any claim if you failed to comply with a special requirement and such failure caused, or worsened the liability, unless otherwise stated in the special requirement.

Special requirement for Property Owners Liability

You are required as a condition precedent to **our** liability to:

1 ESCALATOR OR LIFT INSPECTION

- ensure that any escalator or lift at the **premises** for which **you** are responsible is inspected by a qualified engineer at the required intervals under any relevant legislation or regulations and in any event not less than once every year
- comply promptly or within any set timescales in respect of any requirements resulting from any such inspection.

2 FIXED OUTDOOR ADVENTURE AND PLAYGROUND EQUIPMENT

to ensure that any fixed outdoor adventure and children's playground equipment at the **premises** is:

- inspected annually by an independent specialist if the various items of equipment are in a specifically designed and purpose-built children's play area, and
- inspected at least monthly by an authorised and suitably trained **employee**, and
- maintained in a safe and good condition (any equipment found to be in need of any repair, defective or unsafe in any way must be prevented from being used until the maintenance, repair or improvement work has been carried out), and
- a written record is retained by **you** for each inspection and following any appropriate maintenance, repair or improvement work.

Claims settlement for Property Owners Liability

LIMITS

The most **we** will pay for any **claim** including **costs and expenses** is the indemnity limit shown in the schedule.

Section 10 Computer Breakdown

WHAT IS COVERED	WHAT IS NOT COVERED
<p>We will pay for the:</p> <p>a) necessary repair or replacement of computer equipment belonging to you or for which you are responsible:</p> <ol style="list-style-type: none"> i. whilst at the premises, or ii. designed to be portable, whilst away from the premises but within the territorial limits, <p>used in connection with your activities, following a sudden and unforeseen breakdown, distortion, electrical burn-out or fault due to:</p> <ul style="list-style-type: none"> • a mechanical or electrical defect, • failure or fluctuation of the supply of electricity or telecommunications, <p>which results in a failure to function</p> <p>b) expenses that you reasonably incur with our prior consent for the replacement and re-instatement of electronic data following the sudden and unforeseen erasure, destruction, corruption or distortion of electronic data caused by circumstances covered in a) above and not otherwise excluded under the terms of this section or the policy.</p>	<ol style="list-style-type: none"> 1. The amount of excess shown in the schedule. 2. Breakdown: <ol style="list-style-type: none"> a) of any computer equipment after ten years from the date of its manufacture b) resulting from wear and tear, depreciation or gradually operating cause and any replacement or re-instatement of electronic data as a result of such breakdown. 3. Repair, replacement or re-instatement: <ol style="list-style-type: none"> a) recoverable under any lease, hire, maintenance agreement or manufacturer's warranty, or where you are relieved of responsibility under such agreement b) covered elsewhere in this policy or by any other policy or indemnity c) of electronic data not stored in accordance with the manufacturer's recommendations d) of any computer equipment loaned out or hired out by you e) directly or indirectly arising from or relating to: <ol style="list-style-type: none"> i. any wilful or malicious act by you or any employee ii. the use of unproven software which has not been finalised or has not completed quality assurance or testing iii. the use of any telecommunications equipment not approved by the telecommunications authority iv. the loss of electricity or telecommunications supply: <ul style="list-style-type: none"> - where such removal, withholding or restriction of supply is a deliberate act by the supplier, unless for the purpose of safeguarding life - due to industrial action by the employees of the supplier. 4. Any indirect or consequential loss. 5. Any claim if you failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement.

Special requirements for Computer Breakdown

You are required as a condition precedent to **our** liability to:

1 DATA BACK-UP

in respect of cover b) above, to ensure that electronic data is backed-up and stored away from the **premises** in accordance with the level of sum insured as follows:

Sum insured for electronic data:	Minimum back-up frequency to be every:
a) up to £10,000	- 7 working days
b) £10,001 up to £25,000	- 2 working days
c) over £25,000	- working day

SPECIAL NOTE (not forming part of the policy wording):

1. We provide cover, subject to limitation, for the costs of re-instating computer data following damage by the insured events. However, we expect you to take reasonable steps to back-up the information held, and this special requirement explains the minimum steps we require. The requirement to store back-ups away from the premises can be met by simply storing an electronic copy of the data on another computer at a separate location sent by disc or email. Please ensure that this is carried out securely and in compliance with Data Protection regulations. It is very much in your own interest to minimise the disruption to your organisation, following such a loss of data.

2 ANTI-VIRUS MAINTENANCE

in respect of extension 2 VIRUS, HACKING OR DENIAL OF SERVICE, to continually use, maintain and upgrade any code or series of instructions, operating systems, software programs or firmware which protects against any computer **virus or similar mechanism** or unauthorised access to **your computer equipment**.

Extensions for Computer Breakdown

WHAT IS COVERED	WHAT IS NOT COVERED
<p>1 ADDITIONAL CHARGES AND EXPENSES Provided a claim is agreed by us under cover a) of this section, we will pay for the following additional charges or expenses incurred with our prior written consent:</p> <ol style="list-style-type: none"> hire or lease charges that you reasonably incur with respect to a new agreement for similar equipment following breakdown of computer equipment, but limited only to such charges incurred within the period of insurance in which the breakdown occurs expenses that you reasonably incur to prevent or minimise the interruption of or interference with your activities following a loss of electricity or telecommunications supply expenses that you reasonably incur in investigating possible repairs or re-instatement whether successful or not, following breakdown expenses that you reasonably incur in the modification or alteration of computer equipment, and for replacing or altering computer systems or electronic data to achieve compatibility, where replacement computer equipment is incompatible with existing and undamaged computer equipment expenses that you reasonably incur in the removal of computer equipment following breakdown. <p>The most we will pay is £2,500 for all claims under this extension in any one period of insurance.</p>	
<p>2 VIRUS, HACKING OR DENIAL OF SERVICE We will pay for the additional expenses that you reasonably incur with our prior consent for the repair, replacement or reinstatement of your computer equipment and electronic data caused by or resulting from a virus or similar mechanism or hacking or denial of service attack.</p> <p>The most we will pay is £500 for any claim and £1,000 in any one period of insurance.</p>	<ol style="list-style-type: none"> The amount of the section excess shown in the schedule. Expenses: <ol style="list-style-type: none"> for any computer equipment after ten years from the date of its manufacture recoverable under any lease, hire, maintenance agreement or manufacturer's warranty, or where you are relieved of responsibility under such agreement covered elsewhere in this policy or by any other policy or indemnity for electronic data not stored in accordance with the manufacturer's recommendations for any computer equipment loaned out or hired out by you directly or indirectly arising from or relating to any wilful or malicious act by you or any employee arising out of the use of unproven software which has not been finalised or has not completed quality assurance or testing. Any indirect or consequential loss. Any claim if you failed to comply with a special requirement and such failure caused, or increased the amount of, the loss.

Claims settlement for Computer Breakdown

If **computer equipment**:

- can be economically repaired **we** will pay for the repair to its condition when new
- cannot be economically repaired **we** will pay for its replacement by **computer equipment** of equal performance and/or capacity or where this is not possible by **computer equipment** with the nearest higher performance and/or capacity.

LIMITS

The most **we** will pay for all **claims** in any one **period of insurance** is the sum insured shown in the schedule.

The amount **we** pay under any extension to this section forms part of, and is not in addition to, the **period of insurance** limitation stated above other than in respect of the extension for Additional Charges and Expenses.

Section 11 Fidelity Guarantee

WHAT IS COVERED	WHAT IS NOT COVERED
<p>We will pay any claim made by the charitable body for any loss of:</p> <ol style="list-style-type: none"> money negotiable or non-negotiable instruments representing money or property any material property monetary balances held at a financial institution <p>belonging to the charitable body, or for which the charitable body is legally liable, as a result of a fraudulent or dishonest act.</p> <p>If this section and the Misappropriation of Money extension under the Money section are both operative under this policy, we will only pay for a claim made for loss of money under the section or the extension that provides the widest cover.</p>	<ol style="list-style-type: none"> The amount of excess shown in the schedule. Loss as a result of any fraudulent or dishonest act: <ol style="list-style-type: none"> where the fraudulent or dishonest act occurs prior to the retroactive date stated on the schedule where the fraudulent or dishonest act shall benefit another part of the charitable body for that part of any loss relating to additional expenses or fees in establishing the existence or magnitude of any loss with the exception of any amounts covered under extension 1 of this section of any payments or increases in salary, commissions, fees, bonuses, promotions, awards, profit share, pension contribution, or any other employee benefits which is committed by an employee who is normally resident outside of the territorial limits which cannot be proven to have been committed which is evidenced solely by an inventory or profit and loss computation where the employee concerned was known to have been involved in a previous fraudulent or dishonest act committed by an employee, where any trustee who was not in collusion had knowledge of or reasonably believed a fraudulent or dishonest act to have been committed by that employee on any previous occasion from a pension, retirement, superannuation, profit share or employee benefit scheme or programme of intangible property including but not limited to proprietary information, trade secrets, intellectual property, copyright, patent, trademark or design of money which the employee would have been entitled to receive from you but for the fraudulent or dishonest act covered elsewhere in this policy or by any other policy. Loss directly or indirectly arising from: <ol style="list-style-type: none"> terrorism extortion, kidnap, blackmail, ransom or any other form of duress or similar threat except where perpetrated by an employee. Any indirect or consequential loss including but not limited to profit dividends or loss of interest. Any claim made if you failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement or in the claims settlement provisions for this section.

Special requirements for Fidelity Guarantee

You are required as a condition precedent to **our** liability to comply with the following best practice requirements.

- 1 At least two written references must be obtained for all new **employees**, to cover a minimum period of two years immediately preceding their employment, and copies or notes of all such references are to be retained.
- 2 All cash book entries or other records of **money**, including cash or any other negotiable instruments representing money or property, are reconciled and balanced at least monthly with a check of receipts and vouchers, independently of **employees** involved in the original transactions.
- 3 All statements of accounts are issued at least monthly and directly to customers independently of **employees** receiving or collecting payment.
- 4 Any transaction with a value of over £5,000 requiring a validation by signature must have at least two manually inserted signatures.
- 5 All fund transfer instructions are segregated so that at least two **employees** are required to issue each fund transfer instruction or any amendment.
- 6 Accounts are audited or independently examined annually.
- 7 All **money** received to be paid into **your** bank accounts within three working days.
- 8 If **you** have any **stock**, a full stock-take must be taken independently of any **employee** normally involved with **stock** control, on a twice yearly basis.
- 9 The payment for goods or services shall involve the authorisation by an **employee** not involved with the commissioning or ordering of those goods or services.

Extension for Fidelity Guarantee

WHAT IS COVERED	WHAT IS NOT COVERED
1 FORMER EMPLOYEES For the purposes of this section, the definition of employee shall also include any former employee within 30 days of termination of their service with the charitable body .	

Claims settlement for Fidelity Guarantee

AUDITORS FEES

Within the LIMITS stated below, **we** will pay all auditors fees that **you** reasonably incur with **our** prior consent in formulating the amount of a loss in preparation of a **claim made** under this section.

LIMITS

The most **we** will pay for all **claims made** in any one **period of insurance** is:

- £5,000 in total where **you** failed to comply with a special requirement and such failure caused, or increased the amount of a loss
- the indemnity limit shown in the schedule.

The indemnity limit shall be considered as non-cumulative, and the most **we** will pay in any **period of insurance** is the indemnity limit shown in the schedule, regardless of how many years the policy has been in force.

Any and all **fraudulent or dishonest acts** committed by an **employee** shall be considered as one occurrence or event where that **employee** is involved or implicated.

Section 12 Trustees Indemnity

WHAT IS COVERED	WHAT IS NOT COVERED
<p>We will pay all amounts for any claim made which:</p> <ol style="list-style-type: none"> a trustee becomes legally liable to pay as damages and costs and expenses arising from any wrongful act would be covered under a) above but which the charitable body becomes legally liable or obliged to pay to indemnify the trustee by reason of any indemnity clause in your governing documents arising from any wrongful act the charitable body becomes legally liable to pay as damages and costs and expenses arising from any wrongful act. This cover does not apply where the charitable body is an unincorporated association and indemnity is claimed under a) above the trustee or charitable body becomes legally liable to pay as a result of damage to documents, provided that the damage: <ol style="list-style-type: none"> occurs while documents are held by or are being sent to or from the charitable body, their agent or any trustee or employee and is discovered during the period of insurance. <p>We will also pay any reasonable cost incurred by the trustee or charitable body in restoring or replacing documents.</p>	<ol style="list-style-type: none"> The amount of excess shown in the schedule. Any claim made for loss directly or indirectly arising from: <ol style="list-style-type: none"> damages and costs and expenses covered elsewhere in this policy or by any other policy or indemnity an agreement unless liability would have existed without the agreement goods sold, supplied, recalled, repaired, altered, manufactured, installed or maintained by you any bodily injury to any person damage (except to the extent insured under cover d) or the loss of use of any tangible property any trustee acting in the capacity as a trustee or administrator of a pension, retirement, superannuation, profit share or any other employee benefit scheme or programme pollution, contamination or seepage (except to the extent insured under the Pollution, Contamination and Seepage extension to this section) any defamation resulting from printer's errors any actual or alleged breach of statutory employment regulation, discrimination, harassment, retaliatory treatment or breach of any obligation to any former, present or prospective employee any failure or omission to effect insurance or maintain adequate insurance, or failure or omission to comply with the terms and conditions of such insurance any infringement of intellectual property rights, copyright, patent, trademark, moral rights, database rights or design, or act of passing-off any trustee acting in any capacity as external auditor, liquidator, receiver, administrator or administrative receiver any provision of advice, counselling, design, formula, pastoral care, specification or other professional service any breach of professional duty owed medical malpractice any trading losses, liabilities or debts or resulting from the charitable body's involvement in a joint venture or consortia, other than where the claim made arises from the wrongful act of a trustee employed by the joint venture or consortia at your request any legal action brought outside the European Union, the Channel Islands and the Isle of Man any wrongful act committed by a trustee of a charity, company or other organisation which has merged with the charitable body when the wrongful act giving rise to the claim made occurred prior to the merger any: <ol style="list-style-type: none"> personal guarantee or assurance you give to anyone (other than your assurance that you have authority to do something), or agreement that you shall pay any penalty or fixed sum of money to anyone unless you would still be legally liable even if that guarantee, assurance or agreement did not exist. Any event or circumstances which result in a claim against any trustee by another trustee or by the charitable body or by any other person or entity with a financial, managerial or executive interest in the charitable body. Fines, penalties or punitive, exemplary, aggravated or multiplied damages. Liquidated damages.

Section 12 Trustees Indemnity

WHAT IS COVERED	WHAT IS NOT COVERED
	<ol style="list-style-type: none">6. Indemnity to any trustee for their liability for any claim made for loss directly or indirectly arising from:<ol style="list-style-type: none">a) the consequences of any circumstances known to that trustee at the commencement of this cover which may have given rise to a claim madeb) that trustee receiving any remuneration, profit or advantage to which they were not legally entitledc) any actual dishonest, fraudulent, wilful, reckless, criminal or malicious act, conduct or omission of that trusteed) any wrongful act which that trustee knew to be a wrongful act or which was committed by that trustee in reckless disregard of whether it was a wrongful act or note) any defamation which that trustee knew, or ought to have known was defamatory.7. Any claim made if you failed to comply with a special requirement and such failure caused, or worsened the liability, unless otherwise stated in the special requirement.

Special requirement for Trustees Indemnity

You are required as a condition precedent to **our** liability to:

1 DATA BACK-UP

for **damage** to **documents** to ensure that electronically held items are backed up within thirty days of original setup or amendment and the back-up copies are stored at a different location.

SPECIAL NOTE (not forming part of the policy wording):

1. We provide cover, subject to limitation, for the costs of reinstating electronically held documents following damage. However, we expect you to take reasonable steps to back-up the information held, and this special requirement explains the minimum steps we require. Please ensure that this is carried out securely and in compliance with Data Protection regulations. It is very much in your own interest to minimise the disruption to your organisation, following such a loss of data.

Extensions for Trustees Indemnity

WHAT IS COVERED	WHAT IS NOT COVERED
<p>1 INVESTIGATION COSTS We will pay all reasonable representation costs which are incurred by the charitable body or any trustee for any investigation, constituted hearing, tribunal or proceedings instigated by the Charity Commission or other regulatory body.</p> <p>The most we will pay is £100,000 in any one period of insurance.</p>	<p>Costs covered elsewhere in this policy or by any other policy.</p>
<p>2 SPOUSES We will pay all amounts which the spouse, common law spouse or civil partner of a trustee becomes legally liable to pay as damages and costs and expenses solely by reason of the legal status of that spouse, common law spouse or civil partner and that by operation of law such liability is transferred or imputed to that spouse, common law spouse or civil partner, provided that a claim made for such liability upon you would have been covered under this section.</p>	
<p>3 LEGAL REPRESENTATIVES We will pay all amounts which the estate, heirs, legal representatives or assigns of a trustee become legally liable to pay as damages and costs and expenses as a result of the death, incompetency, incapacity, bankruptcy or insolvency of the trustee provided that a claim made for such liability upon you would have been covered under this section.</p>	
<p>4 RETIRED AND FORMER TRUSTEES In the event of this section being cancelled by you, we will continue to accept a claim made by you for a period of up to 6 consecutive years from the date of cancellation in respect of all amounts for which a retired trustee becomes legally liable to pay for a wrongful act that occurred prior to the date of his or her retirement and provided that the trustee retired before the date of cancellation of this section.</p> <p>For the purpose of this extension only, claim made relates to the period of the 6 years extension and not to the period of insurance stated in the policy definition.</p>	<ol style="list-style-type: none"> 1. Any liability of the charitable body. 2. Indemnity provided by any other insurance.
<p>5 POLLUTION, CONTAMINATION OR SEEPAGE We will pay all amounts for any claim made which:</p> <ol style="list-style-type: none"> a) a trustee becomes legally liable to pay as environmental defence costs arising from any wrongful act b) would be covered under a) above but which the charitable body becomes legally liable or obliged to pay to indemnify the trustee for environmental defence costs by reason of any indemnity clause in your governing documents arising from any wrongful act c) the charitable body becomes legally liable to pay as environmental defence costs arising from any wrongful act. <p>This cover does not apply where the charitable body is an unincorporated association and indemnity is claimed under a) above.</p> <p>The most we will pay is £100,000 in any one period of insurance.</p>	<ol style="list-style-type: none"> 1. Fines or penalties of any kind. 2. Any claim made for loss directly or indirectly arising from pollution, contamination or seepage of any kind, other than to the extent of the environmental defence costs.

Extensions for Trustees Indemnity

WHAT IS COVERED	WHAT IS NOT COVERED
<p>6 EXTENDED CLAIMS REPORTING PERIOD If we or you cancel (other than for non-payment of premium) or we refuse to offer renewal of this section of the policy and you do not replace the cover by any other similar policy with another insurer then you shall be entitled to an extension of the expiring period of cover provided by this section of 60 days in respect of claims made after the effective date of such cancellation or refusal to renew, provided that:</p> <ol style="list-style-type: none"> written notice is given to us within 15 days of the effective date of cancellation or non-renewal of this section the claim made arises from a wrongful act prior to the date of cancellation or refusal to renew. <p>The offer by us of terms, conditions or limits of indemnity that differ from those of the expiring period of insurance shall not constitute a refusal to renew.</p>	
<p>7 EMERGENCY COSTS AND EXPENSES In the event you are unable to contact us to obtain consent to authorise costs and expenses following a claim made, we agree to reimburse you for emergency costs and expenses incurred up to an aggregate inner limit of 10% of the indemnity limit stated in the schedule.</p>	

Claims settlement for Trustees Indemnity

LIMITS

The most **we** will pay in total to all parties for all **claims made**, including **costs and expenses**, in any one **period of insurance** is:

- £50,000 under cover d) for **damage to documents**
- the indemnity limit shown in the schedule.

The amount **we** pay under any extension to this section forms part of, and is not in addition to, the limitations stated above.

Section 13 Professional Indemnity

WHAT IS COVERED	WHAT IS NOT COVERED
<p>We will pay for any claim made for damages and costs and expenses which you, or at your request any employee, become legally liable to pay arising from any professional indemnity wrongful act.</p>	<ol style="list-style-type: none">1. The amount of excess shown in the schedule.2. Liability directly or indirectly arising from:<ol style="list-style-type: none">a) any bodily injury to any person or damage to, or loss of use of, any tangible property, unless arising directly from any negligent advice, design, formula or specification given in the provision of professional servicesb) any bodily injury sustained by an employeec) or out of, or in any way connected with, any actual or alleged:<ol style="list-style-type: none">i. physical or psychological abuse, orii. the intentional inappropriate administration or non-administration of any drug, medicine or substance, oriii. conduct of a sexual nature including sexual molestation, assault, gratification, coercion, harassment or pressure of any kind, oriv. repeated or continuing threatening, abusive or insulting words or behaviourd) medical malpracticee) pollution, contamination or seepagef) goods sold, supplied, recalled, repaired, altered, manufactured, installed or maintained by youg) the consequences of any circumstances known to you at the commencement of this cover which may give rise to a claim madeh) any professional indemnity wrongful act committed by a trustee, director or employee of any organisation which has merged with the charitable body when the professional indemnity wrongful act giving rise to any claim made was committed prior to the mergeri) damages and costs and expenses covered elsewhere in this policy or by any other policy or indemnityj) an agreement unless liability would have existed without the agreementk) your operation, administration or management of a pension, retirement, superannuation, profit share or any other employee benefit scheme or programmel) any investment, sale or purchase of shares, securities or stocks or direct advice on the investment of client funds, including breach of regulations or misuse of information relating to themm) any dishonest, fraudulent, wilful, reckless, criminal or malicious act, conduct or omission committed by or condoned by a trusteen) any indirect or consequential loss (including but not limited to lost profit, remuneration, or trading losses) arising from actual or alleged over-charging or improper receipt of feeso) any event or circumstances which result in a claim against any trustee by another trustee or by the charitable body or by any other person or entity with a financial, managerial or executive interest in the charitable bodyp) any defamation resulting from printer's errorsq) any defamation which you knew or ought to have known was defamatoryr) any breach of any obligation to any former, present or prospective employee for any kind of employment related disputes) any trading losses, liabilities or debts incurred by yout) or resulting from your involvement in a joint venture or consortiau) any failure or omission to effect insurance or maintain adequate insurance, or failure or omission to comply with the terms and conditions of such insurancev) any legal action or investigation brought or commenced in any court of law or other tribunal outside of the territorial limits or is brought or commenced within the territorial limits to enforce an award or judgement outside the territorial limits by reciprocal agreement or otherwise.

SPECIAL NOTE (not forming part of the policy wording):

1. We describe an act of 'abuse' within exclusion 2. c) under WHAT IS NOT COVERED opposite. Unless specifically excluded by the policy wording or by endorsement, we would normally provide cover for an act of abuse against a third party under the Public and Products Liability section. Under the Professional Indemnity section, whilst the act of abuse is excluded, if you give advice or guidance to a third party we only provide cover if such advice or guidance is alleged to be inadequate or not fit for purpose. The third party you have given advice or guidance to would need to arrange their own Public and Products Liability insurance, and if needed add an extension for abuse cover, which would not exclude circumstances for an act of abuse they could commit against another party.

Section 13 Professional Indemnity

WHAT IS COVERED	WHAT IS NOT COVERED
	<ol style="list-style-type: none">3. Fines, penalties or punitive, exemplary, aggravated or multiplied damages.4. Liquidated damages.5. Liability where the professional indemnity wrongful act occurred prior to the retroactive date (if applicable) stated on the schedule.6. Any claim made if you failed to comply with a special requirement and such failure caused, or worsened the liability.

Special requirement for Professional Indemnity

You are required as a condition precedent to **our** liability:

1. **INSURANCE CHECKS FOR LABOUR ONLY SUB-CONTRACTORS AND SELF-EMPLOYED**

to have made a check of the Professional Indemnity insurance held by any:

- labour only sub-contractor or anyone employed by them
- self-employed person

authorised by **you** to carry out **professional services**, to ensure that appropriate cover would be in force for the contracted **professional service**.

Claims settlement for Professional Indemnity

LIMITS

The most **we** will pay for all **claims made**, including **costs and expenses**, in any one **period of insurance** is the indemnity limit shown in the schedule.

Where a **claim made** can also be brought for the same event or circumstances under either the Pastoral Care or Libel and Slander (including Publishers' Indemnity) extensions (if operative) of the Public and Products Liability section, only the section or extension that provides the best settlement option for the **insured** will apply.

Section 14 Motor Policy Compensation

WHAT IS COVERED	WHAT IS NOT COVERED																				
<p>At your request, in the event of any driver authorised by you:</p> <ul style="list-style-type: none"> • being involved in a motor accident which is their fault, or • having their motor vehicle damaged whilst parked, and where no recovery can be made from any third party, occurring during the period of insurance when they are using their own motor vehicle in a voluntary capacity in respect of your activities, we will pay the amount of: <p>a) any policy contribution paid or required to be paid under the private motor insurance policy by the policyholder</p> <p>b) benefit for the loss or reduction of a policy No Claim Discount under the private motor insurance policy as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Annual Motor Premium (including IPT)</th> <th style="text-align: left;">BENEFIT</th> </tr> </thead> <tbody> <tr><td>Up to £200</td><td>£40</td></tr> <tr><td>£201 to £300</td><td>£60</td></tr> <tr><td>£301 to £400</td><td>£80</td></tr> <tr><td>£401 to £500</td><td>£100</td></tr> <tr><td>£501 to £750</td><td>£130</td></tr> <tr><td>£751 to £1,000</td><td>£160</td></tr> <tr><td>£1,001 to £1,250</td><td>£180</td></tr> <tr><td>£1,251 to £1,500</td><td>£200</td></tr> <tr><td>£1,501 & over</td><td>£230</td></tr> </tbody> </table> <p>subject to the claims settlement terms and limits below.</p> <p>A claim under this section will not affect any No Claim Discount you have earned under this policy.</p> 	Annual Motor Premium (including IPT)	BENEFIT	Up to £200	£40	£201 to £300	£60	£301 to £400	£80	£401 to £500	£100	£501 to £750	£130	£751 to £1,000	£160	£1,001 to £1,250	£180	£1,251 to £1,500	£200	£1,501 & over	£230	<p>Fire or windscreen claims.</p>
Annual Motor Premium (including IPT)	BENEFIT																				
Up to £200	£40																				
£201 to £300	£60																				
£301 to £400	£80																				
£401 to £500	£100																				
£501 to £750	£130																				
£751 to £1,000	£160																				
£1,001 to £1,250	£180																				
£1,251 to £1,500	£200																				
£1,501 & over	£230																				

SPECIAL NOTE (not forming part of the policy wording):

1. It is essential that, if a motor vehicle is being used for charitable activities, the motor insurer covering the motor vehicle should be informed of its use by the motor policyholder.
2. A 'policy contribution' is commonly known as an 'excess' and is the first amount of any claim for which you are responsible.

Claims settlement for Motor Policy Compensation

The authorised driver to provide **us** with:

- the name of the motor policyholder (if different), and
- the motor insurer's claim's reference, and
- a copy of the last motor renewal notice for a **claim** under b) above.

LIMITS

The most **we** will pay:

- the authorised driver or their legal representative for any **claim** for No Claim Discount and policy contribution is the sum insured shown in the schedule
- is £1,000 for any one authorised driver/motor policyholder in any one **period of insurance**.

Section 15 PR Crisis Communication

WHAT IS COVERED	WHAT IS NOT COVERED
<p>We will pay all expenses reasonably incurred for the services of marketing and public relations specialists chosen by us, or approved by our chosen service provider, to assist in the protection or restoration of your reputation or public and market confidence in your activities following adverse publicity anywhere in the world during the period of insurance.</p>	<ol style="list-style-type: none">We will not pay:<ol style="list-style-type: none">10% (ten percent), or25% (twenty five percent), if you fail to comply with any special claim condition to this section, of the total amount of each claim or the excess shown in the schedule, if higher.Adverse publicity directly or indirectly arising from:<ol style="list-style-type: none">the consequences of any circumstances known to any trustee at the commencement of this cover which may give rise to a claimany goods or products manufactured, sold, supplied, installed, recalled, repaired, altered or maintained by youany third party material contributed to any bulletin board, forum, chat room, web-log, newsgroup, social network or other interactive information service for which you are responsibleany unauthorised or malicious access, alteration or intrusion to computer equipment or systems by any trustee.Adverse publicity originating, distributed or propagated by any trustee.Any expenses where you refused or failed to provide a rebuttal when such opportunity was offered prior to the publication of adverse publicity.Adverse publicity where you have expressly or by implication agreed to the publication taking place.

Claims conditions for PR Crisis Communication

These special conditions replace General Conditions 5 and 6 of this policy for this section only.

You are required to:

- notify **us** immediately **you**:
 - become aware of **adverse publicity** or circumstances which may result in a **claim** under this section
 - receive any offer to make amends following **adverse publicity** and provide any details or information available.
- co-operate and undertake immediately any reasonable action required by the marketing or public relations specialists to mitigate any further **adverse publicity**.

SPECIAL NOTE (not forming part of the policy wording):

- In the event of a public relations (PR) crisis that may damage the reputation of, or affect public opinion about, your church:
 - you should immediately seek advice through our PUBLIC RELATIONS (PR) CRISIS & MEDIA ASSISTANCE HELPLINE SERVICE - see the Helpline Services section of this policy for contact details. If you require more than helpline advice then this section will help towards covering expenses incurred for the services of our chosen marketing and public relations specialists.
 - we would suggest that a suitable person is appointed as quickly as possible to act as a 'crisis co-ordinator'. This person will have the responsibility for receiving all enquiries relating to the 'crisis' and communicating such enquiries with our chosen marketing and public relations specialists. The appointment of a crisis co-ordinator should help reduce the risk of delay in getting advice to you.

Claims settlement for PR Crisis Communication

LIMITS

The most **we** will pay for:

- any **claim** resulting from unauthorised or malicious access, alteration or intrusion to **your computer equipment** or systems by a **virus or similar mechanism** or **hacking** or **denial of service attack** is £2,000
- all **claims** in any one **period of insurance** is the sum insured shown in the schedule.

We have a right of recovery against **you** following any damages paid as a result of a successful prosecution for **defamation** which was commenced by **you** against the origin, source, distributor or propagator of any **adverse publicity**.

Section 16 Legal Expenses

SPECIAL NOTE (not forming part of the policy wording):

1. The cover under this section has been arranged by us in conjunction with DAS Legal Expenses Insurance Company Limited (DAS).
2. DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Registered in England and Wales, number 103274.
3. We are responsible for paying any claims under this section but DAS manage all claims matters and correspondence on our behalf. The legal advice service and claims handling service is provided by DAS Law Limited and/or a preferred law firm on behalf of DAS.
4. DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority. DAS Law Limited is listed on the Financial Conduct Authority register to carry out insurance mediation activity, including the administration of insurance contracts, on behalf of DAS Legal Expenses Insurance Company Limited. Registered in England and Wales, number 5417859.
5. Please also refer to the notes under 'MAKING A CLAIM' in the front of this policy.

WHAT IS COVERED	WHAT IS NOT COVERED
<p>We will indemnify the insured person for any insured incident detailed below arising in connection with your activities as long as:</p> <ol style="list-style-type: none"> a) reasonable prospects exist for the duration of the claim; and b) the date of occurrence of the insured incident happens during the period of insurance and within the countries covered; and c) any legal proceedings will be dealt with by a court, or other body which DAS agrees to, within the countries covered. <p>We will pay an appointed representative on the insured's behalf costs and expenses incurred following an insured incident and any compensation awards that DAS has agreed to provided that:</p> <ol style="list-style-type: none"> 1. the most we will pay in costs and expenses if the insured does not use a preferred law firm or tax consultancy is the reasonable amount incurred taking into account what we would have paid to a preferred law firm or tax consultancy. The amount we will pay a law firm (where acting as the appointed representative) may vary from time to time but will not exceed £100 per hour 2. in respect of an appeal or the defence of an appeal the insured must tell DAS within the time limits allowed that the insured wants to appeal Before we pay the costs and expenses for appeals DAS must agree that reasonable prospects exist 3. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages the most we will pay in costs and expenses is the value of the likely award. <p>In the event of a claim, if the insured decides not to use the services of a preferred law firm or tax consultancy the insured may be responsible for the difference in costs between what we would have paid a preferred law firm or tax consultancy and the costs charged by your law firm, accountant or other suitably qualified person.</p>	<p>All insured incidents do not cover:</p> <ol style="list-style-type: none"> a) costs and expenses incurred before the written acceptance of a claim by DAS b) fines, penalties, compensation or damages which the insured person is ordered to pay by a court, or other authority, other than compensation awards as covered under insured incident 1.b) - Compensation awards and insured incident 2.c) i. - Legal Defence c) any legal action an insured person takes which DAS, or the appointed representative, have not agreed to or where the insured person does anything that hinders DAS or the appointed representative d) any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements e) any insured incident deliberately or intentionally caused by an insured person f) any claim relating to rights under a franchise or agency agreement entered into by the insured g) a dispute with us or DAS not otherwise dealt with under Special Condition 8 of this section h) any claim relating to a shareholding or partnership share in the insured i) costs and expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry This exclusion does not apply to insured event 7 - Personal Injury j) any claim where, either at the start of or during the course of a claim, the insured: <ol style="list-style-type: none"> i. is declared bankrupt ii. has filed a bankruptcy petition iii. has filed a winding-up petition iv. has made an arrangement with their creditors v. has entered into a deed or arrangement vi. is in liquidation or part or all of the insured's affairs or property are in the care or control of a receiver or administrator k) any claim where the insured person brings legal action resulting from one or more incidents arising at the same time, or from the same originating cause, which could result in the court making a Group Litigation Order l) any claim relating to written or verbal remarks that damage the insured person's reputation m) any claim where an insured person is not represented by a law firm, barrister or tax expert.

Section 16 Legal Expenses

WHAT IS COVERED	WHAT IS NOT COVERED
<p>INSURED INCIDENT:</p> <p>1 EMPLOYMENT DISPUTES AND COMPENSATION AWARDS</p> <p>a) EMPLOYMENT DISPUTES DAS will defend the insured's legal rights:</p> <ol style="list-style-type: none"> i. before the issue of legal proceedings in a court or tribunal following the dismissal of an employee, or ii. where an employee or ex-employee has contacted ACAS to commence the Early Conciliation procedure, or iii. in any unfair dismissal dispute under the ACAS Arbitration Scheme, or iv. in legal proceedings in respect of any dispute relating to: <ol style="list-style-type: none"> a) a contract of employment with the insured or b) an alleged breach of the statutory rights of an employee ex-employee or prospective employee under employment legislation. <p>b) COMPENSATION AWARDS Where DAS have accepted a claim under insured event 1.a) we will pay:</p> <ol style="list-style-type: none"> i. any basic and compensatory award and/or ii. an order for compensation following a breach of the insured's statutory duties under employment legislation <p>provided that:</p> <ol style="list-style-type: none"> A. in cases relating to performance and/or conduct the insured has throughout the employment dispute either: <ol style="list-style-type: none"> i. followed the ACAS Code of Disciplinary and Grievance Procedures, or ii. followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland, or iii. sought and followed advice from DAS Legal Advice Service. B. for an order of compensation following the insured's breach of statutory duty under employment legislation the insured has at all times sought and followed the advice given by DAS Legal Advice Service since the date when the insured knew or should have known about the employment dispute. C. for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy the insured has sought and followed the advice given by DAS Claims Department prior to serving notice of redundancy. D. the compensation is awarded by a tribunal or through ACAS Arbitration Scheme under a judgement made after full argument and otherwise than by consent or default or is payable under settlement approved in writing in advance by DAS. <p>c) EMPLOYEE CIVIL LEGAL DEFENCE At the insured's request DAS will defend the insured person's (other than the insured's) legal rights if an event arising from their work as an employee leads to civil action being taken against them:</p> <ol style="list-style-type: none"> i. under legislation for unlawful discrimination, or ii. as trustee of a pension fund set up for the benefit of the insured's employees. <p>d) SERVICE OCCUPANCY DAS will negotiate for the insured's legal rights against an employee or ex-employee to recover possession of premises owned by the insured or for which the insured is responsible.</p>	<p>In addition to the section exclusions the following are not covered in respect of the insured incident against which they appear:</p> <p>Any claim:</p> <ol style="list-style-type: none"> a) in respect of damages for personal injury or loss of or damage to property b) arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005. <p>Any:</p> <ol style="list-style-type: none"> a) compensation award relating to the following: <ul style="list-style-type: none"> • trade union activities, trade union membership or non-membership • pregnancy or maternity rights paternity parental or adoption rights • health & safety related dismissals brought under Section 44 of the Employment Rights Act 1996 • statutory rights in relation to trustees of occupational pension schemes b) non-payment of money due under the relevant contract of employment or statutory provision c) award ordered because the insured has failed to provide relevant records to employees under the National Minimum Wage laws d) compensation award or increase in compensation award ordered by a court or tribunal for failure to comply with a recommendation or order it has made, including non-compliance with a reinstatement or re-engagement order. <p>Any claim relating to defending the insured's legal rights other than defending a counter-claim.</p>

Section 16 Legal Expenses

WHAT IS COVERED	WHAT IS NOT COVERED
<p>2 LEGAL DEFENCE</p> <p>At the insured's request:</p> <p>a) CRIMINAL PRE-PROCEEDINGS COVER: DAS will defend the insured person's legal rights prior to the issue of legal proceedings when dealing with the:</p> <ul style="list-style-type: none"> - Police - Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer <p>where it is alleged that the insured person has or may have committed a criminal offence</p> <p>b) CRIMINAL PROSECUTION DEFENCE DAS will defend the insured person's legal rights following an event arising in direct connection with your activities which leads to the insured person being prosecuted in a court of criminal jurisdiction</p> <p>c) DATA PROTECTION AND INFORMATION COMMISSIONER REGISTRATION DAS will defend the insured person's legal rights:</p> <ul style="list-style-type: none"> i. if civil action is taken against the insured person for compensation under section 13 of the Data Protection Act 1998 We will also pay any compensation award made against the insured person under section 13 of the Data Protection Act 1998. ii. in an appeal against the refusal of the Information Commissioner to register the insured's application for registration <p>d) WRONGFUL ARREST DAS will defend the insured's legal rights following civil action taken against the insured for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the period of insurance</p> <p>e) STATUTORY NOTICE APPEALS DAS will represent the insured person in appealing against the imposition or terms of any Statutory Notice issued under legislation affecting your activities other than those issued in connection with the insured's licence, mandatory registration or British Standard Certificate of Registration</p> <p>f) JURY SERVICE AND COURT ATTENDANCE we will pay for an insured person's absence from work to:</p> <ul style="list-style-type: none"> i. perform jury service ii. attend any court or tribunal at the request of the appointed representative <p>The maximum we will pay is the insured person's net salary or wages for the time that the insured person is absent from work less any amount the insured, the court or tribunal, pays to them.</p> <p>provided that:</p> <ul style="list-style-type: none"> A. in so far as proceedings under the Health and Safety at Work etc Act 1974 are concerned, the countries covered shall be any place where the Act applies B. at the time of the insured incident, the insured has registered with the Information Commissioner in respect of insured incident 2.c) above. 	<p>Any claim:</p> <ul style="list-style-type: none"> a) which leads to the insured being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle b) relating to a Statutory Notice issued by an insured person's regulatory or governing body.

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WHAT IS COVERED	WHAT IS NOT COVERED
<p>3 STATUTORY LICENCE APPEAL DAS will represent the insured in appealing to the relevant statutory or regulatory authority, court or tribunal following a decision by a licensing or regulatory authority to suspend or alter the terms of or refuse to renew or cancel the insured's licence or mandatory registration or British Standard Certificate of Registration.</p>	<ol style="list-style-type: none"> 1. Assistance with the application process either in relation to an original application or application for renewal of a statutory licence or mandatory registration or British Standard Certificate of Registration. 2. Any licence appeal relating to the ownership, driving or use of a motor vehicle.
<p>4 CONTRACT DISPUTES DAS will negotiate for the insured's legal rights in a contractual dispute arising from that agreement or that alleged agreement which has been entered into by, or on behalf of, the insured for the purchase, hire, sale or provision of goods or of services</p> <p>provided that:</p> <ol style="list-style-type: none"> A. the amount in dispute exceeds £250 (including VAT) B. if the dispute relates to money owed to the insured, a claim under this section is made within 90 days of the money becoming due and payable C. if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £250 (including VAT). 	<ol style="list-style-type: none"> 1. The first £500 of any contract dispute claim where the amount in dispute exceeds £5,000. 2. Any dispute arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the date of occurrence is within the first 90 days of the indemnity provided by this section. 3. Any claim relating to the following: <ol style="list-style-type: none"> a) a dispute over the settlement amount payable under an insurance policy b) the: <ol style="list-style-type: none"> i. sale ii. purchase iii. terms of a lease iv. licence v. tenancy of land or buildings other than a dispute with a professional adviser in connection with these matters c) a loan, mortgage, pension, guarantee or any other financial product and choses in action d) a motor vehicle owned by, or hired by, or leased to, the insured other than agreements relating to the sale of motor vehicles where the insured is engaged in the business of selling motor vehicles. 4. A dispute with an employee or ex-employee which arises out of, or relates to, a contract of employment with the insured. 5. A dispute which arises out of the: <ol style="list-style-type: none"> a) sale or provision of computer hardware, software, systems or services b) purchase or hire of computer hardware, software, systems or services tailored by a supplier to the insured's own specification. 6. A dispute arising from a breach or alleged breach of professional duty by an insured person. 7. The recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.
<p>5 DEBT RECOVERY DAS will negotiate for the insured's legal rights, including enforcement of judgement, to recover money and interest due from the sale or provision of goods or services</p> <p>provided that:</p> <ol style="list-style-type: none"> A. the debt exceeds £250 (including VAT) B. the claim is made within 90 days of the money becoming due and payable C. DAS has the right to select the method of enforcement or to forego enforcing judgement if they are not satisfied that there are, or will be, sufficient assets available to satisfy judgement. 	<ol style="list-style-type: none"> 1. Any debt arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the debt is due within the first 90 days of the indemnity provided by this section. 2. Any claim relating to the following: <ol style="list-style-type: none"> a) the settlement payable under an insurance policy b) the: <ol style="list-style-type: none"> i. sale ii. purchase iii. terms of a lease iv. licence v. tenancy of land or buildings c) a loan, mortgage, pension, guarantee or any other financial product and choses in action d) a motor vehicle owned by or hired by or leased to the insured other than agreements relating to the sale of motor vehicles where the insured is engaged in the business of selling motor vehicles. 3. A dispute which arises out of the purchase, hire, sale or provision of computer hardware, software, systems or services. 4. The recovery of money and interest due from another party where the other party intimates that a defence exists. 5. Any dispute which arises from debts the insured has purchased from a third party.

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WHAT IS COVERED	WHAT IS NOT COVERED
<p>6 PROPERTY PROTECTION DAS will negotiate for the insured's legal rights in any civil dispute relating to material property which is owned by, or the responsibility of, the insured provided that the insured has established the legal ownership or right to the land that is the subject of the dispute following:</p> <ol style="list-style-type: none"> any event which causes physical damage to such material property, or a legal nuisance, or a trespass. 	<p>Any claim relating to:</p> <ol style="list-style-type: none"> a contract entered into by the insured goods in transit or goods lent or hired out goods at premises other than those occupied by the insured unless the goods are at such premises for the purpose of installations or use in work to be carried out by the insured mining subsidence defending the insured's legal rights other than in defending a counter-claim a motor vehicle owned by, or used by, or hired by, or leased to, an insured person other than damage to motor vehicles where the insured is engaged in the business of selling motor vehicles the enforcement of a covenant by, or against, the insured.
<p>7 PERSONAL INJURY At the insured's request, DAS will negotiate for an insured person's and their family members' legal rights following a specific or sudden accident that causes the death of, or bodily injury to, them.</p>	<p>Any claim relating to:</p> <ol style="list-style-type: none"> any illness or bodily injury, that develops gradually psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury defending an insured person's and their family members' legal rights other than in defending a counter-claim clinical negligence.
<p>8 TAX PROTECTION DAS will negotiate on behalf of the insured and at the request of the insured, the directors, trustees and partners of the insured in the event that one of the following enquiries is undertaken in direct connection with your activities:</p> <ol style="list-style-type: none"> a tax enquiry, being a written notice of enquiry, issued by HM Revenue & Customs, to carry out an Income Tax or Corporation Tax compliance check which either: <ol style="list-style-type: none"> includes a request to examine any aspect of the insured's books and records; or advises of a check of the insured's whole tax return a Charity Commission enquiry, being an investigation by the Charity Commission into the insured's business accounts an employer compliance dispute, being a dispute with HM Revenue & Customs concerning the insured's compliance with Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations a VAT dispute, being a dispute with HM Revenue & Customs following the issue of an assessment, written decision or notice of a civil penalty relating to the insured's VAT affairs <p>provided that the insured has taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed.</p>	<p>Any claim:</p> <ol style="list-style-type: none"> arising from a tax avoidance scheme caused by the failure to register for Value Added Tax or Pay As You Earn arising from any investigation or enquiries by, with or on behalf of HM Revenue & Customs Special Investigation Section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit under Public Notice 160 or by the Revenue and Customs Prosecution Office arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences relating to import or excise duties and import VAT.

Claims settlement for Legal Expenses

LIMITS

The most **we** will pay for all:

- compensation awards in any one **period of insurance** is £1,000,000
- claims under this section resulting from one or more events arising at the same time or from the same originating cause is the indemnity limit shown in the schedule.

Special conditions for Legal Expenses

1 YOUR REPRESENTATION

- a) On receiving a claim, if representation is necessary, **DAS** will appoint a **preferred law firm or tax consultancy** or in-house lawyer as the **insured's appointed representative** to deal with the **insured's** claim. They will try to settle the **insured's** claim by negotiation without having to go to court.
- b) If the appointed **preferred law firm or tax consultancy** or **DAS's** in-house lawyer cannot negotiate settlement of the **insured's** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the **insured** may choose a law firm or tax expert to act as the **appointed representative**. **DAS** will choose the **appointed representative** to represent the **insured** in any proceedings where **we** are liable to pay a compensation award.
- c) If the **insured** chooses a law firm as their **appointed representative** who is not a **preferred law firm or tax consultancy**, **DAS** will give the **insured's** choice of law firm the opportunity to act on the same terms as a **preferred law firm or tax consultancy**. However if they refuse to act on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to the **DAS Standard Terms of Appointment**. The amount **we** will pay a law firm (where acting as the **appointed representative**) may vary from time to time but will not exceed £100 per hour.
- d) The **appointed representative** must co-operate with **DAS** at all times and must keep **DAS** up to date with the progress of the claim.

2 YOUR RESPONSIBILITIES

An **insured person** must:

- a) co-operate fully with **DAS** and the **appointed representative**
- b) give the **appointed representative** any instructions that **DAS** ask them to.

3 OFFERS TO SETTLE A CLAIM

- a) An **insured person** must tell **DAS** if anyone offers to settle a claim and must not negotiate or agree to any settlement without the written consent from **DAS**.
- b) If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.
- c) **We** may decide to pay an **insured person** the reasonable value of the claim that the **insured person** is claiming or is being claimed against them instead of starting or continuing legal action. In these circumstances an **insured person** must allow **DAS** to take over and pursue or settle a claim in their name. An **insured person** must allow **DAS** to pursue at **our** expense and for the **insured person's** benefit, any claim for compensation against any other person and an **insured person** must give **DAS** all the information and help **DAS** need to do so.
- d) Where a settlement is made on a without-cost basis **DAS** will decide what proportion of that settlement will be regarded as **costs and expenses** and payable to **us**.

4 ASSESSING AND RECOVERING COSTS

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

5 CANCELLING AN APPOINTED REPRESENTATIVE'S APPOINTMENT

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

6 WITHDRAWING COVER

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

7 EXPERT OPINION

DAS may require the **insured** to get, at the **insured's** own expense, an opinion from an expert, that **DAS** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **DAS** and the cost agreed in writing between the **insured** and **DAS**. Subject to this **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the **insured** will recover damages (or obtain any other legal remedy that **DAS** have agreed to) or make a successful defence.

8 ARBITRATION

If there is a disagreement between the **insured** and **DAS** about the handling of a claim and it is not resolved through **DAS's** internal complaints procedure the **insured** may be able to contact the Financial Ombudsman Service for help.

In instances where the Financial Ombudsman Service cannot help (e.g. the **insured** is not an eligible complainant) there is a separate arbitration process.

The arbitrator will be a barrister chosen jointly by the **insured** and **DAS**.

If there is a disagreement over the choice of arbitrator **DAS** will ask the Chartered Institute of Arbitrators to decide.

All costs of resolving the matter must be paid by the party whose argument is rejected.

If a decision is not clearly made against either party the arbitrator will decide how the costs are shared.

9 KEEPING TO THE TERMS OF THIS SECTION

An **insured person** must:

- a) keep to the terms and conditions of this section and of the policy
- b) take reasonable steps to avoid and prevent claims
- c) take reasonable steps to avoid incurring unnecessary costs
- d) send everything **DAS** ask for in writing, and
- e) give **DAS** full and factual details of any claim and give **DAS** any information they need
- f) report any claim to **DAS** as soon as they become aware of it and within 180 days of the **date of occurrence**

10 LAW THAT APPLIES

This section is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **your** business is registered. Otherwise the law of England and Wales applies.

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

General Exclusions

(Applicable to the whole policy except where varied under any operative Legal Expenses cover or as otherwise stated)

This policy does not cover:

1 RADIOACTIVE CONTAMINATION

any expense, consequential loss, legal liability or **damage** to any property directly or indirectly arising from:

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.

This exclusion does not apply to any cover for Employers Liability, except in respect of liability of any principal and liability assumed by agreement, and Personal Accident.

2 WAR RISKS

any contingency, liability or **damage** occasioned by or happening through war, invasion, act of foreign enemy, hostilities or war like 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 or martial law.

This exclusion does not apply to any cover for Employers Liability.

3 SONIC BANGS

damage arising directly from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

4 CONFISCATION

damage caused by or happening through confiscation or destruction or requisition by order of any government or any public authority.

5 TERRORISM

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

This insurance also excludes any **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 **terrorism**.

If **we** allege that by reason of this exclusion any **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: Personal Accident, Employers Liability (other than liability arising outside the **territorial limits**), Public and Products Liability (other than liability arising outside the **territorial limits**) and Legal Expenses.

6 POLLUTION OR CONTAMINATION

a) in respect of any cover for **your** insured property of any description, including electronic data, Business Interruption or Book Debts pollution or contamination except (unless otherwise excluded) **damage** caused by:

- i. pollution or contamination which itself results from fire, lightning, explosion, aircraft, riot, malicious persons, earthquake, subterranean fire, storm, flood, escape of water, impact, falling trees, falling aerials, escape of oil, sprinkler leakage, subsidence, theft or attempted theft, glass and sanitary fixtures
- ii. fire, lightning, explosion, aircraft, riot, malicious persons, earthquake, subterranean fire, storm, flood, escape of water, impact, falling trees, falling aerials, escape of oil, sprinkler leakage, subsidence, theft or attempted theft, glass and sanitary fixtures which itself results from pollution or contamination.

b) in respect any cover for liability to third parties

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

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

Pollution or contamination shall be deemed to mean:

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

7 INDIRECT LOSS

any indirect losses which result from the event that caused **you** to make a **claim**, except as specifically provided for under this policy.

This exclusion does not apply to any cover for Personal Accident, Employers Liability, Public and Products Liability, Professional Indemnity, Property Owners Liability, Trustees Indemnity and Legal Expenses.

General Exclusions

This policy does not cover:

8 MORE SPECIFIC INSURANCE

property more specifically insured under another policy.

9 DATE RELATED COMPUTER FAILURE

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

- a) correctly to 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:

fire, explosion, lightning, smoke, aircraft or other aerial devices dropped from them, theft or attempted theft, impact by any road vehicle, train or animal, riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances, malicious people or vandals, storm or flood, escape of water from any tank, apparatus or pipe, escape of fuel oil from any fixed oil-fired heating installation

if covered by this policy.

This exclusion does not apply to any cover for Personal Accident and Employers Liability.

10 ELECTRONIC RISKS

a) in respect of any cover for property of any description, including electronic data, Business Interruption or Book Debts

- i. **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 directly or indirectly
- ii. consequential loss caused by or arising from **virus or similar mechanism** or **hacking** or **denial of service attack**.

b) in respect of any cover for liability to third parties including Public and Products Liability, Property Owners Liability and Trustees Indemnity

liability arising from **damage** to information represented or stored electronically including but not limited to code or series of instructions, operating systems, software programs or firmware.

This exclusion does not apply to any cover for Employers Liability.

11 ASBESTOS

in respect of any cover for liability to third parties including Public and Products Liability, Property Owners Liability and Trustees Indemnity

liability arising directly or indirectly from:

a) any 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 activities** or any contract work undertaken and:

- i. **you** have complied with any legal obligations to manage **asbestos** and
- ii. any discovery of **asbestos** by **you** is unintentional and accidental and
- iii. where, upon discovery of **asbestos**, all work immediately stops and
- iv. 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

b) fears of the consequences of exposure to, or inhalation of **asbestos**.

This exclusion does not apply to any cover for Employers Liability.

12 CORPORATE MANSLAUGHTER AND CORPORATE HOMICIDE

any liability, fines, costs or expenses of whatsoever nature arising from or related to any action brought against **you**, or any other company or organisation insured by this policy, under the Corporate Manslaughter and Corporate Homicide Act 2007 or any replacement or amending legislation, except as provided by the Corporate Manslaughter extensions to the Employers Liability and Public and Products Liability sections of this policy.

This exclusion does not apply to any cover for Legal Expenses.

General Conditions

(Applicable to the whole policy except where varied under any operative Legal Expenses cover or as otherwise stated)

NOTE – Reference to **claim** in these General Conditions is deemed also to refer to **claim made**.

1 COOLING-OFF (PRIVATE CUSTOMERS ONLY)

If **you** are an individual person and any part of the insurance by this policy has been requested by **you** for purposes which are outside **your** trade, business or profession then the following cooling-off and cancellation conditions apply.

Your right to cancel in the cooling-off period

If at inception or renewal of this policy and after receiving the full written documentation (either in paper or electronic format), including the schedule, **you** change **your** mind and no longer require the cover then **you** have 14 days (cooling-off period) from either the date **you** received the full documentation or the date the cover commenced, whichever is the later, to tell **us**, or **your** insurance advisor, in writing that **you** wish to cancel the policy. In such circumstances **we** will make a full refund of premium.

If the policy is not cancelled within the cooling-off period, then the insurance is in force and **you** are committed to pay the premium.

2 CANCELLATION (OTHER THAN COOLING-OFF IN GENERAL CONDITION 1)

Your right to cancel

- **You** can cancel this policy providing **you** give **us** notice in writing (including electronic format) and that there is no Long Term Undertaking in force.
- As long as **you** have not made a **claim** **we** will refund the premium for the remainder of the **period of insurance**, suitably adjusted if the premium is paid by instalments and provided that the amount of refund due is not less than £25.
- If **you** have made a **claim** in the current **period of insurance** then the full annual premium is due and no refund will be allowed. If the premium is paid by instalments then any premium owing for the remainder of the **period of insurance** must be paid by **you** or it will be deducted from any **claim** settlement.

Our right to cancel (14 days notice)

We have the right to cancel the policy by giving **you** 14 days notice in writing sent by special delivery to **your** last known address. Valid reasons for cancelling **your** policy may include, but are not limited to:

- a criminal conviction incurred by **you**, or any **trustee** of **yours**, which results in a custodial sentence
- continuation of the policy which would result in **us** breaching any applicable law or regulation that applies to the policy
- **us** reasonably suspecting fraud.

If **we** cancel the policy **we** will refund the premium (unless stated otherwise within the policy) for the remainder of the **period of insurance**, suitably adjusted if the premium is paid by instalments.

Our right to cancel (non-payment of premium)

Unless otherwise agreed by **us** in writing, if the premium is:

- payable by instalments and an instalment is not received by the due date, the policy will be cancelled from the date the instalment was due
- not payable by instalments and the payment is not received by the due date, the policy will be cancelled from the date the payment was due.

We will not cancel the policy for failure to pay the premium or instalment of premium if such failure is due to error on **our** part or on the part of **your** insurance advisor, bank or building society.

3 MISREPRESENTATION OR NON-DISCLOSURE

It is **your** legal duty to make a fair presentation of the information required by **us** to provide the insurance by this policy.

We will treat the policy as void (i.e. as if it had not existed) if there is any deliberate or reckless misrepresentation or non-disclosure of any material circumstance and there will be no return of premium.

Where any misrepresentation or non-disclosure of any material circumstance is not deliberate or reckless and if the material particular(s) had been fairly presented or disclosed **we** would:

- a) not have agreed to provide the insurance on any terms, **we** have the right to treat the policy as void (i.e. as if it had not existed) and **we** will return the premium paid.
- b) not have charged additional premium but would have entered into the policy on different terms, **we** have the right to impose those additional terms from inception of the policy or the date the risk changed.
- c) have charged a higher premium, **we** have the right to limit the amount of any **claim** payment under the policy to the same proportion that the premium charged bears to the higher premium.

Our rights under b) and c) above may both apply at the same time.

4 FRAUD

If **you** or anyone acting for **you**:

- make(s) a false or fraudulent **claim**
- support(s) a **claim** by any fraudulent document, device or statement

then **we**:

- will not pay the **claim** and **we** have the right to recover from **you** any part payments made prior to discovery of the fraudulent act
- have the rights to:
 - a) refuse any **claim** arising after a fraudulent act
 - b) cancel the policy from the date of a fraudulent act even if the policy expired before the discovery of the fraudulent act
 - c) keep the premium.

We will still remain responsible for legitimate **claims** before the fraudulent act.

General Conditions

5 CLAIMS PROCEDURE (YOUR DUTIES)

Contact details can be found under Making A Claim.

Special conditions apply for the PR Crisis Communication section and legal expenses claims under the Legal Expenses section.

When **you** become aware of a possible **claim** under this policy **you** shall (at **your** expense):

- notify **us** immediately
- immediately tell the police if **damage** is caused by theft, attempted theft, malicious acts, riot or civil commotion
- take all practical steps to recover any property lost or to minimise the **damage**
- within 30 days (7 days in the case of **damage** by riot, civil commotion, strikers, labour disturbances and malicious persons) advise **us** in writing giving full details, and complete **our** appropriate claim form
- in respect of any **claim** for Business Interruption, submit to **us** within 30 days after the expiry of the **indemnity period**, or within such further time as **we** may in writing allow, a statement setting out particulars of the **claim** together with details of all other insurances covering any part of the **damage** or resulting business interruption
- give all assistance, information and documentation **we** may reasonably require within any timescales **we** may set at the time
- send to **us**, unanswered, every writ, summons or other communication immediately it is received
- send to **us** written details of any related inquest, legal inquiry, prosecution or procedure immediately it is known to **you**
- if **we** require, provide to **us** a statutory declaration of the truth of the **claim**.

When **you** become aware of a possible **claim** under this policy **you** shall not:

- admit, deny, negotiate or settle a **claim** without **our** written consent
- abandon any property to **us**.

6 CLAIMS PROCEDURE (OUR RIGHTS)

Special conditions apply for the PR Crisis Communication section and legal expenses claims under the Legal Expenses section.

If **you** make a **claim** under this policy **we** have the right:

- to enter any building where **damage** has occurred and take, and keep, possession of any property covered by this policy
- to the salvage of any property covered by this policy
- at any time to start, take over, defend and conduct any legal action or prosecution in **your** name
- to settle any liability **claim** by payment of the indemnity limit (less any sum or sums already paid or incurred) or any less amount for which, at **our** discretion, the **claim** can be settled. **We** will then relinquish control of the **claim** and be under no further liability
- to arrange a post mortem at **our** expense in the event of a death benefit **claim** under the Personal Accident or Personal Accident Assault cover.

7 SUBROGATION

Before or after **we** settle any **claim** under this policy **you** shall, at **our** request and at **our** expense do, or permit to be done, anything necessary or reasonably required by **us** in order to:

- enforce any rights and remedies against
- obtain relief or indemnity from

other parties, to which **we** would be entitled after settlement of that **claim**.

8 CLAIMS SETTLEMENT

Where more than one **excess** applies to any one **claim** only the highest **excess** will be deducted from the amount of settlement.

9 OTHER INSURANCE

- If at the time of a **claim** there is any other insurance covering anything insured by this policy, other than in respect of insurances for legal liabilities, Money or Personal Accident, **we** will only pay **our** proportionate share.
- In respect of any covers, including their respective extensions and endorsements, for legal liabilities or Money (but not Personal Accident or Personal Accident Assault) **we** will only pay for any amount over the limit obtainable under such other insurance which is or would be payable but for the existence of this policy.
- In respect of any covers, including their respective extensions and endorsements, for Personal Accident or Personal Accident Assault, irrespective of the number of policies issued by **us**, **we** will not pay benefits for the same insured person under more than one policy for any one occurrence. The policy or section that provides the greatest benefit will apply.
- If any other insurance is subject to any condition of underinsurance (average) the appropriate cover under this policy will be subject to the same condition of underinsurance (average) if it is not already included.

General Conditions

10 ARBITRATION

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

- an agreed arbitrator, or if an arbitrator cannot be agreed
- 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.

11 RIGHTS OF THIRD PARTIES

A person or company who is not 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 REASONABLE CARE

At all times **you** must take all reasonable steps to:

- prevent or minimise **damage** or **bodily injury**
- protect the property covered under this policy
- maintain the property covered under this policy in a good state of repair
- exercise and use reasonable care in the selection and supervision of **employees**
- comply with all statutory and other obligations and regulations imposed by any authority
- make safe or repair any defects in the property covered under this policy immediately they are identified.

13 ALTERATION OF RISK

The policy will be cancelled at the date any of the undermentioned alterations occur after the start of the policy unless **we** agree otherwise in writing:

- **your** interest ceases, except by will or operation of law
- an administrator, liquidator or receiver is appointed or if **you** enter into a voluntary arrangement
- any change, or additional circumstance, which increases the risk of **damage**, accident or liability, such as:
 - a) the **buildings** being, or expected to be, **unoccupied**
 - b) structural alterations or major repairs
 - c) any demolition, groundwork, excavation or construction being carried out adjacent to the **premises**
 - d) changes in, or additions to, **your** organisation, **your activities**, the **premises** or its use.

If **we** agree to maintain or amend cover **we** have the right to charge additional premium and, if necessary, amend the terms of cover from the date of the alteration.

14 NO CLAIMS DISCOUNT

If the premium by this policy is subject to a No Claims Discount and no **claim** is made or pending during the twelve months immediately preceding the renewal of the policy, then a No Claims Discount will be allowed from the renewal premium.

15 INDEX-LINKING

If any property damage section of this policy is subject to index-linking then:

- the sum(s) insured by that section as shown in the schedule will be adjusted automatically to reflect general changes in rebuilding costs and inflation trends
- the renewal premium will be calculated on revised sums insured that include previous index-linking increases
- in the event of a **claim** the adjustments will continue during the period of repair or **reinstatement** provided such repair or **reinstatement** is carried out without delay.

16 SANCTIONS

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

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

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

Endorsements

The following endorsements and any supplementary endorsements are operative only if the number shown against them appears in the schedule. Each endorsement is subject otherwise to the terms, exceptions and conditions of the policy.

1 INTRUDER ALARM – SPECIAL REQUIREMENTS

You have provided details to **us** of an intruder alarm system within the **buildings** at **your premises**.

You must, as a condition precedent to **our** liability under any operative Buildings, Contents or Money section(s) of the policy for **damage** caused by theft or attempted theft from the **buildings**, ensure that **you** comply with the following special requirements:

- the intruder alarm is put into full and proper operation whenever the alarmed portion of the **premises** is left unattended
- the alarm system is maintained under contract with an alarm company
- **you** obtain **our** prior approval of any alteration to the alarm system as described in the installer's specification
- **you** immediately inform both the alarm company and **us** in the event of notification by the police authorities of the withdrawal or possible withdrawal of police response to alarm calls
- **you** keep a register of authorised persons holding keys and information of pass-codes.

We will not pay any **claim** if **you** failed to comply with any special requirement above and such failure caused, or increased the amount of, the loss.

2 EXCLUSION OF THEFT (BUILDINGS, CONTENTS AND ALL RISKS)

- Event 4 of sections 1 and 2 is not operative.
- Under section 3, **damage** by theft or attempted theft from the **buildings** is not covered.

3 EXCLUSION OF STORM OR FLOOD (BUILDINGS AND CONTENTS)

Event 8 of sections 1 and 2 is not operative.

10 INCOME – INCLUDING GIFTS, DONATIONS AND COLLECTIONS

The policy definition of **income** is deleted and replaced by the following:

income

the **money** paid or payable to **you** in the course of **your activities** including lettings, fund-raising activities, gifts, donations and collections

13 RESTRICTION OF THEFT COVER FROM PREMISES (CONTENTS AND ALL RISKS)

Under:

- event 4 of section 2
- section 3

we do not cover **damage** by theft, or any attempted theft, not involving entry to or exit from the **buildings** by forcible and violent means.

17 EXCLUSION OF GLASS COVER (BUILDINGS AND CONTENTS)

We do not cover any breakage of **fixed glass** or any other glass under:

- section 1, or
- extension 1 (Glass and Sanitary Fittings) of section 2.

19 RESTRICTION OF COVER – FIRE RISKS OR AIRCRAFT ONLY (BUILDINGS AND CONTENTS)

Cover under sections 1 and 2 is inoperative except for:

- events 1 (fire, subterranean fire, explosion, lightning or earthquake), 2 (smoke), and 3 (aircraft or other aerial devices) of sections 1 and 2, and
- the following extensions under section 1:
 - Transfer of Interest
 - Additional Fees and Costs in respect of cover c) only - European Union and Public Authorities

28 TENANTS' IMPROVEMENTS

Where a separate sum insured for tenants' improvements is shown under the Buildings section in the schedule:

- a) any separate sum insured for **buildings** shall be deemed as excluding tenants' improvements
- b) cover for tenants' improvements includes fixed external fittings, lighting, plant or equipment which **you** own as tenant of the **premises**
- c) the following extensions to the Buildings section do not apply to the cover for such tenants' improvements:
 - CAPITAL ADDITIONS
 - DAMAGE TO GROUNDS
 - CLEARING OF DRAINS
 - BEQUEATHED PROPERTY
 - GLASS BOARDING UP
 - HEADSTONES, MONUMENTS AND MEMORIALS

30 EXCLUSION OF MALICIOUS DAMAGE (BUILDINGS AND CONTENTS)

Event 7 of sections 1 and 2 is not operative.

32 EXCLUSION OF FIRE RISKS COVER (BUILDINGS)

Events 1 (fire, subterranean fire, lightning, explosion or earthquake) and 2 (Smoke) of section 1 are not operative.

Endorsements

40 **EXCLUSION OF FLOOD (BUILDINGS AND CONTENTS)** Event 8 of sections 1 and 2 is deleted and replaced by the following:

WHAT IS COVERED	WHAT IS NOT COVERED
8 Storm.	<ol style="list-style-type: none"> 1. The excess shown in the schedule. 2. Damage by: <ol style="list-style-type: none"> a) the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal or dam other than water tanks, apparatus or pipes b) inundation from the sea whether resulting from storm or otherwise. 3. Damage: <ol style="list-style-type: none"> a) by frost b) by subsidence, heave or landslip c) by storm while the buildings are unoccupied d) due solely to change in water table level e) as defined within event 9 (escape of water) f) to fences, gates or decking g) to swimming pools, paths, drives, car parks and other paved or hard-standing areas.

41 **EXCLUSION OF THEFT FROM UNATTENDED VEHICLES (ALL RISKS)**

Under section 3 **we** do not cover **damage** caused by or resulting from theft from any unattended motor vehicle.

46 **LONG TERM UNDERTAKING (3 YEARS) or LONG TERM UNDERTAKING (5 YEARS)**

or A discount has been allowed off the net premium on this policy. For this discount **you** agree to offer annually for:

- 884
- three years, if endorsement 46
 - five years, if endorsement 884

is shown on the schedule, the insurance under this policy on the terms and conditions in force at the expiry of each **period of insurance**.

You also agree to pay the premium annually in advance or, with **our** agreement, by instalments.

It is understood that:

- a) **we** shall be under no obligation to accept an offer to renew this policy made in accordance with this undertaking
- b) the sums insured may be reduced at any time to correspond with any reduction in value or activity.

This undertaking applies to any policy(ies) that **we** may issue in place of this policy and the same discount will be allowed off the net premium on the replacement policy(ies).

Payment of the premium at the renewal date immediately following the expiry of the current undertaking, as specified in the schedule, shall be deemed acceptance by **you** of:

- the continuation of the undertaking for a further three, or five years, in line with the original undertaking
- this undertaking and the policy terms.

SPECIAL NOTES (not forming part of the policy wording):

1. This undertaking is a legally binding contract between you and us.
2. If you break the undertaking we are at least entitled to recover from you the total amount of discount allowed for the period of the undertaking up to the date it is broken.
3. If we make any changes to the terms and conditions that are to your benefit then the undertaking is unaffected.
4. If we make any changes to the terms and conditions otherwise than in 3) above then you are no longer required to renew the policy(ies) with us.
5. If there is a material change in the risk that requires a change in the terms and conditions before the undertaking expires then from the date of the change either a new undertaking or the existing undertaking will be (re)negotiated and agreed.
6. If you discuss this insurance with a new intermediary or any other insurer before the undertaking expires then you must tell them about its existence.

47 **RESTRICTION OF COVER – FIRE, AIRCRAFT, IMPACT, STORM OR FLOOD ONLY (BUILDINGS AND CONTENTS)**

Cover under sections 1 and 2 is not operative except for:

- **damage** caused by events 1 (fire, subterranean fire, explosion, lightning or earthquake), 2 (smoke), 3 (aircraft or other aerial devices), 5 (impact) or 8 (storm or flood)
- the Transfer of Interest, Additional Fees and Costs, Damage to Grounds, Clearing of Drains and Glass Boarding Up extensions under section 1.

Endorsements

501 INTRUDER ALARM SECURITY – SPECIAL REQUIREMENTS (NO MAINTENANCE CONTRACT)

You have provided details to **us** of an intruder alarm system, which has been installed after 15/10/2005, within the **buildings** at **your premises**.

You must, as a condition precedent to **our** liability under any operative Buildings, Contents or Money section(s) of the policy for **damage** caused by theft or attempted theft from the **buildings**, ensure that **you** comply with the following special requirements:

- a) set the alarm system so that it is fully functional whenever **you** leave the **buildings** unattended
- b) keep the alarm system maintained in full working order in accordance with the manufacturer's instructions
- c) obtain **our** prior permission before undertaking changes to the alarm system specification.

We will not pay any **claim** if **you** failed to comply with any special requirement above and such failure caused, or increased the amount of, the loss.

SPECIAL NOTE (not forming part of the policy wording):

1. As from October 2005 the British Standards for intruder alarm systems were replaced by a new European Standards Directive, the interim standard being known as PD6662: 2004. The standard sets out various grades and options dependent upon the level of risk hazard, e.g. Grade 1 is low risk whereas Grade 3 is medium to high risk. The grading system is fairly complex but your alarm installer should have made it clear in the specification provided for your system exactly to which level the system has been installed. If in doubt you should seek their advice.

504 INTRUDER ALARM SECURITY – SPECIAL REQUIREMENTS (WITH MAINTENANCE CONTRACT)

You have provided details to **us** of an intruder alarm system, which has been installed after 15/10/2005, within the **buildings** at **your premises**.

You must, as a condition precedent to **our** liability under any operative Buildings, Contents or Money section(s) of the policy for **damage** caused by theft or attempted theft from the **buildings**, ensure that **you** comply with the following special requirements:

- a) for all grades of alarm system:
 - i. set the alarm system so that it is fully functional whenever **you** leave the **buildings** unattended
 - ii. obtain **our** prior permission before undertaking changes to the alarm system specification.

For the following types of alarm system **you** must additionally:

- b) Grade 1 – with Maintenance Contract
 - i. keep in force a maintenance contract for the system
- c) Grade 2 or 3 conforming to PD6662: 2004
 - i. keep in force a maintenance contract for the system with an NSI or SSAIB approved alarm company
 - ii. keep a register of authorised persons holding keys and information of pass codes
 - iii. immediately inform the alarm company and **us** should the Police withdraw or give notice of withdrawal of response to alarm calls.

We will not pay any **claim** if **you** failed to comply with any special requirement above and such failure caused, or increased the amount of, the loss.

SPECIAL NOTE (not forming part of the policy wording):

1. As from October 2005 the British Standards for intruder alarm systems were replaced by a new European Standards Directive, the interim standard being known as PD6662: 2004. The standard sets out various grades and options dependent upon the level of risk hazard, e.g. Grade 1 is low risk whereas Grade 3 is medium to high risk. The grading system is fairly complex but your alarm installer should have made it clear in the specification provided for your system exactly to which level the system has been installed. If in doubt you should seek their advice.

567 WORK ABROAD EXCLUSION

Under sections 7 (Employers Liability) and 8 (Public and Products Liability) **we** do not cover any liability arising directly or indirectly from any of **your activities** undertaken outside the **territorial limits** including any temporary visits.

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