



**The
Church of Scotland
Insurance Scheme
Policy**

V3.7 January 2020

CONTENTS

Introduction	3
About the Scheme Policy	3
Policy Sections	5
Contact Details	6
Important Information	7
Preamble and Contract of Insurance	9
General Definitions	10
General Exclusions	14
General Conditions	17
Endorsements	22
Section I Church Buildings Fire, Lightning, Explosion	25
Section II Church Buildings (Other Insured Contingencies)	27
Section III Manses	31
Section IV (A) Contents	34
Extensions to Sections I, II, III and IV (A)	36
Exceptions to Sections I, II, III and IV (A)	46
Section IV (B) Loss of Revenue	48
Section IV (F) Theft	59
Section IV (G) Glass	63
Section IV (I) Money and Personal Accident Assault	64
Section IV (M) Personal Accident	70
Section IV (R) Legal Liabilities	74
Section IV (S) All Risks	92
Section IV (T) Goods in Transit	98
Section IV (V) Frozen Foods	102
Section IV (X) Miscellaneous	103
Section V Engineering	104
Section VI Breach of Duty	112
Section VII Charity Trustee Indemnity	119
Excesses	129

Introduction

(The Introduction and the Sections that follow until Page 8 do not form part of the Policy)

The purpose of the Church Scheme is to provide a tailored and value for money insurance offering for congregations and their related insurance risks.

The Church of Scotland General Trustees are the owners of most ecclesiastical buildings that belong to the Church of Scotland. They require that such buildings are insured under the Scheme. The General Assembly has also instructed all Financial Boards and Courts to insure all ecclesiastical buildings, contents and liabilities through the Scheme.

The Church of Scotland Insurance Services Ltd is authorised and regulated by the Financial Conduct Authority, and administers the scheme from its office in Edinburgh. Any profits are passed under Gift Aid to the General Trustees to assist them in meeting their charitable objectives of supporting parish ministry and assisting congregations in the provision of suitable buildings.

About the Scheme Policy

The Scheme Policy has been developed with your needs in mind and incorporates a range of automatic policy covers to create a package policy at an affordable premium.

The policy is divided into a number of sections (a full list is provided on Page 5) with the first three providing cover for ecclesiastical buildings including manses. Other sections complete the package arrangements providing cover for Church Contents and Liabilities.

There are also some optional extensions and the Scheme is sufficiently flexible to allow the standard package limits to be extended upon request. Your Policy Schedule provides a summary of the operative covers and the Policy document contains all the terms and conditions that apply.

The Policy is designed to provide cover for the normal activities of your church including the provision of cafe facilities, and charity shops. It also provides cover for non hazardous fundraising events. However if you are in any doubt whether any of the activities you are planning to undertake including the letting of church property are catered for under the terms of the policy then do please consult with us in advance and we can then advise you regarding the insurance position.

If your needs or circumstances change, please also tell us. For example if any of your buildings become unoccupied or you are planning to undertake major building work as exclusions apply.

We will send you an updated Policy Schedule whenever the cover is changed and at each annual renewal date. Please retain the latest Policy Schedule with your Policy booklet, together with any special notices we send you about the Policy.

It is important that you should take the time to carefully read the Policy and the Policy Schedule that are provided. If you have any queries or wish to change your cover, contact us immediately. It is your responsibility to ensure that the sums insured you select are adequate to provide full cover in the event of any damage.

The underwriting of this scheme is led by Aviva Insurance Limited and Axa Insurance UK plc also participates. The relevant company information is provided as follows:

Aviva Insurance Limited. Registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH. Aviva Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

AXA Insurance UK plc. Registered in England No 78950. Registered Office: 5 Old Broad Street, London EC2N 1AD. AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Policy Sections

The following table outlines all the Scheme Policy Sections. The sections that form part of the standard package offering are shown in bold red type.

Sections	Outline of Cover
Section I: Churches and Church Halls	Fire, Lightning and Explosion
Section II: Churches and Church Halls	Malicious Damage, Storm and Flood and Falling Trees, Escape of Water or Oil, Aircraft, Riot and Civil Commotion, Earthquake, Impact, Accidental Damage
Section III: Manses	As per Sections I and II above
Section IV (A): Contents	As per Sections I and II above
Section IV (B): Loss of Revenue.	As per Sections I and II above
Section IV (F): Theft.	Theft
Section IV (G): Glass.	Accidental Damage
Section IV (I): Money.	Loss of money
Section IV (M): Personal Accident.	Accidental bodily injury
Section IV (R): Employers, Public and Products Liability.	Legal Liability
Section IV (S): All Risks.	Away from the premises cover for items over the policy limits
Section IV (T): Goods in Transit	Loss in transit of stock/materials in trade
Section IV (V): Frozen Foods	Deterioration of stock following temperature change
Section IV (X): Miscellaneous.	As per Schedule
Section V: Engineering insurance for lifts, boilers, storage tanks etc.	Sudden and unforeseen Damage/Breakdown
Section VI: Breach of Duty.	Breach of Duty
Section VII: Charity Trustee Indemnity.	Charity Trustee Indemnity

Contact Details

Church of Scotland Insurance Services Ltd

Claims Service 0131 220 4119

In the first instance call us regarding your claim on the telephone number stated above. We are available Monday to Friday between 9.00 am and 5.00 pm. Please leave a message if we are not available and we will return your call as soon as possible.

If it is out of hours you may also wish to visit our web site at www.cosic.co.uk where you can obtain claims advice and an electronic claim form.

Other Church Scheme Enquiries 0131 220 4119

If there is anything else we can help you with please ring us on the above number or e-mail us at enquiries@cosic.co.uk. We are available Monday to Friday 9.00am to 5.00pm.

Aviva Insurance Limited

Out of Hours Claims Service 0800 0151498

You can call a claims line provided by Aviva which operates 24 hours a day, 365 days a year. **The following Helplines are also available to You**

Legal and Tax Helpline 0345 300 1899

Call this helpline anytime, day or night, for advice on legal or tax matters in the United Kingdom. The advice is free and you pay for the cost of the telephone call only.

Risk Solutions Helpline 0345 366 6666

Call for advice on safety, fire, security and other issues that can affect your business. Most enquiries can be dealt with over the telephone, but if an immediate answer cannot be given, your enquiry will be dealt with within one working day. This service is available during office hours with an answering service outside these times.

Counselling Service Helpline 0117 934 0105

This is a confidential service available to your employees to help deal with personal issues such as bereavement, divorce, the threat of violence in the workplace and bullying at work.

Telephone Call Recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

Important Information

Complaints Procedure

Our Promise of Service

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

What will happen if you complain

- We will acknowledge your complaint promptly.
- We aim to resolve all complaints as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update within 10 working days of receipt and give you an expected date of response.

What to do if you are unhappy

If you are unhappy with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting the chief executive at:

Church of Scotland Insurance Services Ltd
121 George Street,
Edinburgh, EH2 4YN
Telephone 0131 220 4119
Fax 0131 220 3113
E Mail enquiries@cosic.co.uk

If you are unhappy with the outcome of your complaint you may refer the matter to the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone:
0800 023 4567 (calls from UK landlines and mobiles are free) or
0300 123 9123

Or simply log on to their website at www.financial-ombudsman.org.uk.

Whilst we are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure does not affect your right to take legal action.

Important Information

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website www.fscs.org.uk

Choice of Law

The appropriate law as set out below will apply unless you and the insurer agree otherwise:

1. The law applying in that part of the UK, Channel Islands or Isle of Man in which you normally live or (if applicable) the first named policyholder normally lives; or
2. In the case of a business, the law applying in that part of the UK, Channel Islands or Isle of Man where it has its principal place of business; or
3. Should neither of the above be applicable, the law of England and Wales will apply.

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

Customers with Disabilities

This policy and other associated documentation are also available in large print, audio and Braille. If you require any of these formats please contact Church of Scotland Insurance Services Ltd.

Preamble and Contract of Insurance

The Contract of Insurance

Your policy wording, the information You have provided and/or the application form/ statement of fact, the Policy Schedule, or notice issued by Us at renewal and any endorsement together form the contract of insurance between Us and You, and must be read together.

In return for You having paid or agreed to pay the premium, We will provide the cover set out in this policy, to the extent of and subject to the terms contained in or endorsed on this policy.

Important

This policy is a legal contract. You must tell Us about any material circumstances which affect Your insurance and which have occurred either since the policy started or since the last renewal date.

A circumstance is material if it would influence Our judgement in determining whether to provide the cover and, if so, on what terms. If You are not sure whether a circumstance is material ask Your insurance adviser. If You fail to tell Us it could affect the extent of cover provided under the policy.

You should keep a written record (including copies of letters) of any information You give Us or Your insurance adviser when You renew this policy.

Breach of Term

We agree that where there has been a breach of any term (express or implied) which would otherwise result in Us automatically being discharged from any liability, then such a breach shall result in any liability We might have under this policy being suspended. Such a suspension will apply only from the date and time at which the breach occurred and up until the date and time at which the breach is remedied. This means that We will have no liability in respect of any loss occurring, or attributable to something happening, during the period of suspension.

Terms not relevant to the actual loss

Where there has been non-compliance with any term (express or implied) of this policy, other than a term that defines the risk as a whole, and compliance with such term would tend to reduce the risk of:

- loss of a particular kind, and/or
- loss at a particular location, and/or
- loss at a particular time,

then We agree that We may not rely on the non-compliance to exclude, limit or discharge Our liability under this policy if You show that non-compliance with the term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

General Definitions

Each time any of the words or phrases listed in this Section in bold type appear in the policy wording starting with a capital letter, it will have the same meaning shown below. Each Section of the Policy may also contain definitions which are specific to that Section and will take precedence for that Section.

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

Act of Terrorism:

Acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of HM Government in the United Kingdom or any other government de jure or de facto.

Authorised Volunteers: Voluntary workers acting under Your authority whilst engaged in Your Business.

Buildings: The buildings described in the Policy Schedule being used by You for the Business, including but not limited to landlord's fixtures and fittings permanently attached thereto, fixed pews, pulpits, pipe organs, screen panelling, bells and clocks, walls, gates, fences, yards, car parks, roads, pavements, outbuildings, tenants improvements, underground pipes, cables and wires that belong to You or for which You are responsible at the Premises.

Business: Ecclesiastical activities, including but not limited to cafes/restaurants and charity shop activity conducted for the benefit of the church and/or other charitable purposes. The Business also includes:(1) ownership, use and upkeep of Your premises, (2) upkeep of vehicles and plant which are owned and used by You, (3) Your canteen, social, sports, educational and welfare organisations for the benefit of any Employee, (4) Your first aid, fire, security and ambulance services, (5) Your participation in exhibitions.

Communion Ware: Communion plate, crosses, candlesticks, vases, alms dishes, altar cloths, frontals and eucharistical vestments belonging to You or for which You have accepted responsibility.

Computer and Electronic Equipment: All computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, and any electronic equipment, data processing equipment, information repository, telecommunication equipment, computer controlled or programmed machinery, equipment capable of processing data and/or similar devices, whether physically or remotely connected thereto.

Contents: The contents including musical instruments (other than pipe organs), communion plate, vestments, furniture, furnishings, stock, materials in trade, and all other contents all belonging to You or for which You have accepted responsibility and situated within the Buildings.

Contents does not include:

- (1) Money, credit or debit cards;
- (2) motor vehicles licensed for road use and their accessories, caravans, trailers, watercraft or aircraft;
- (3) wearing apparel and personal effects;
- (4) living creatures, trees, shrubs, plants or other vegetation;
- (5) any items specifically itemised or more specifically insured.

General Definitions

Damage: Physical loss or destruction of and/or damage to the Property Insured.

Data: All information which is

- (1) electronically stored, or
- (2) electronically represented, or
- (3) contained on any current and back-up disks, tapes or other materials or devices used for the storage of data

including but not limited to operating systems, records, programs, software or firmware, code or series of instructions.

Data Storage Materials: Any materials or devices used for the storage or representation of Data including but not limited to disks, tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or devices which may or may not also constitute Computer and Electronic Equipment.

Defined Contingencies

- (1) fire
- (2) lightning
- (3) explosion
- (4) aircraft and other aerial devices or articles dropped from them
- (5) earthquake
- (6) riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances
- (7) storm or flood
- (8) escape of water from any tank apparatus or pipe
- (9) falling trees
- (10) impact
- (11) escape of oil
- (12) malicious persons other than thieves
- (13) theft or attempted theft
- (14) accidental damage.

Denial of Service Attack: Any actions or instructions with the ability to damage, interfere with, or otherwise affect the availability of Computer and Electronic Equipment or Data, including but 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 within, between or amongst networks.

Documents: Any (1) project models or displays, (2) deeds, wills or agreements (3) maps, plans, records, photographs, negatives, calculations or drawings, (4) written or printed books, letters, certificates, documents or forms of any nature whatsoever (5) computer software, files, documents and systems records which are the property of the Insured or are under the Insured's custody or control. This definition shall not include evidence of share ownership (whether in electronic or other form) or Money.

General Definitions

Employee: Any person who was or is

- (1) under a contract of service or apprenticeship with You;
- (2) borrowed by or hired to You;
- (3) a labour master or supplied by a labour master;
- (4) employed by labour only sub-contractors;
- (5) self-employed;
- (6) under a work experience or training scheme;
- (7) a voluntary helper;
- (8) a governor;
- (9) a trustee;

while working under Your control in connection with The Business,

- (10) an outworker or homeworker when engaged in work on Your behalf.

Empty Buildings: Premises that are no longer used for church services either on a temporary or a permanent basis and/or that become Unoccupied. Please also see General Conditions.

Excess/Excesses: The amount(s) shown at the end of this Policy or more specifically shown in the Schedule which We will deduct from each and every claim at each separate premises. You will repay any such amount paid by Us.

Failure: Any partial or complete reduction in the performance, availability, functionality or ability to recognise or process any date or time, of any Computer and Electronic Equipment, electronic means of communication or website.

General Policy Exclusions: Exceptions and exclusions which apply to the Policy in addition to any contained in each Section of the Policy.

General Policy Conditions: Conditions which apply to the Policy in addition to any contained in each Section of the Policy.

Geographical Limits: England, Scotland, Wales, Northern Ireland, The Channel Islands and the Isle of Man.

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.

Loss of Data: Physical or electronic or other loss or destruction or alteration or loss of use, whether permanent or temporary, of or damage to Data, of whatsoever nature, in whole or in part, including, but not limited to, Loss of Data resulting from loss or damage to Computers and Electronic Equipment or Data Storage Materials, including while stored on Data Storage Materials.

Money: Current coins, bank and currency notes; cheques (other than pre-signed blank cheques whether crossed or uncrossed); postal orders, money orders, securities for money, bankers drafts; unused postage stamps, travellers cheques, National Savings certificates, Premium Savings Bonds, National Insurance stamps and stamped National Insurance cards, credit and debit card sales vouchers, giro cheques, Value Added Tax invoices, luncheon vouchers, gift tokens, phone cards and unused credit on postal franking machines.

General Definitions

Period of Insurance: From the effective date until the expiry date stated in the Policy Schedule.

Policy: The contract between You, The Policyholder, and Us, the insurers, describing the terms, conditions and exceptions of the coverage provided.

Policy Schedule/Schedule: The document which specifies Your details and details of the Property Insured, Period of Insurance, limits of indemnity, other limits and any endorsements that apply to the Policy.

Premises: The premises specified in the Policy Schedule.

Proposal: Any signed proposal form, renewal declaration, statement of fact and any additional information supplied by You or on Your behalf.

Property Insured: Property insured as detailed in the Policy Schedule.

Section: A subdivision of the Policy which sets out the cover, terms, conditions, exclusions and exceptions applying to that part of the Policy in addition to any other Policy terms.

The Insured: The officers, elders, committee and board members of the kirk session, management committee and congregational board of the church named as the policyholder on the Policy Schedule and at their request any duly authorised group or club belonging to the church.

Trustee: Trustee of Your church.

Unattended Vehicle: Any vehicle where neither You or any person(s) authorised by You are able to keep the vehicle under observation and able to observe and reasonably prevent any attempt to interfere with it.

Unoccupied: Any building or portion of a building that is

- (1) not physically occupied by You during Your normal working hours, and/or
- (2) not used for the purposes of the Business, and/or
- (3) empty, vacant, disused, unused, untenanted or unfurnished, and/or
- (4) awaiting refurbishment, redevelopment, renovation or demolition;

for a period in excess of 45 consecutive days.

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

We/Us/Our/Aviva: Aviva Insurance Ltd Subscription: 65%, Sections I, II, III, IV(A), IV(B), IV(F), IV(G), IV(I), IV(M), IV(S), IV(T), and IV(V), 100% all other Sections.

AXA Insurance UK plc Subscription: 35%, Sections I, II, III, IV(A), IV(B), IV(F), IV(G), IV(I), IV(M), IV(S), IV(T), and IV(V).

The liability of each of the insurers is limited to the percentage shown against their name.

You/Your/Yours: The body of persons shown as the Policyholder in the Policy Schedule.

General Exclusions

Each of the following General Policy Exclusions apply to all Sections of the Policy. There are additional exclusions which apply to some Sections and these are stated in the relevant Section.

We will not indemnify You in respect of

(1) War Risks

Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event

- (a) (i) war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
- (ii) mutiny or military uprising, martial law
- (b) nationalisation, confiscation, requisition, seizure, damage or destruction by or by the order of any government or any local or public authority, and
- (c) any action taken in controlling, preventing, suppressing or in any way relating to (1)(a) and/or (1)(b) above

However,

- (1) exception (1)(a)(ii) shall only apply in respect of the following Sections, when insured by this policy
 - (a) Section I – Churches and Church Halls
 - (b) Section II – Churches and Church Halls
 - (c) Section III – Manses
 - (d) Section IV (F) – Theft
 - (e) Section IV (G) – Glass
 - (f) Section IV (I) – Money
 - (g) Section IV (S) – All Risks
 - (h) Section IV (T) – Goods in Transit
 - (i) Section V – Engineering
- (2) exceptions (1)(a)(b) and (c) do not apply to the following Sections, when Insured by this Policy
 - (a) Section IV (R) – Cover 1 – Employers Liability
 - (b) Section VI – Breach of Duty
 - (c) Section VII – Charity Trustee Indemnity
- (3) exception (1)(b) does not apply to the following Sections, when insured by this Policy
 - (a) Section IV (R) – Cover 2 – Public and Products Liability
 - (b) Section IV (M) – Personal Accident
- (4) exceptions (1)(a) and (c) do not apply to the Personal Accident Section, when Insured by this Policy, when the Insured Person is undertaking an Insured Journey.

General Exclusions

(2) Radioactive Contamination

Death or disablement, loss or destruction of or damage to any property, any loss or expense whatsoever, any consequential loss or any legal liability

- (a) directly or indirectly caused by or contributed to by or arising from
 - (i) ionising radiations or contamination by radioactivity from nuclear fuel or from nuclear waste from the combustion of nuclear fuel
 - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component
- (b) directly or indirectly caused by or contributed to or arising from the use of any weapon or device
 - (i) dispersing radioactive material and/or ionising radiation
or
 - (ii) using atomic or nuclear fission and/or fusion or other like reaction
- (c) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this will not apply in respect of radioactive isotopes at The Premises (other than nuclear fuel or nuclear waste) used in the course of The Business for the purposes for which they were intended.

However,

- (1) in relation to the Legal Liabilities Section (Cover 1 – Employers Liability), exception (2)(a) only applies when You under a contract or agreement have undertaken to
 - (a) indemnify another party
 - (b) assume the liability of another party
- (2) exceptions (2)(a) and (b) do not apply to the following Sections, when insured by this Policy
 - (a) Section VI – Breach of Duty
 - (b) Section VII – Charity Trustee Indemnity.

(3) Excluded Property

- (a) Money, negotiable instruments and specie
 - (b) securities and bonds
 - (c) bullion
 - (d) furs
 - (e) explosives and hazardous substances
 - (f) property in transit
- unless specifically mentioned.

However, exceptions (3)(a) to (f) do not apply to the Legal Liabilities Section of the Policy.

General Exclusions

(4) Electronic Risks and Date Recognition

Any claim which arises directly or indirectly from or consists of the failure or inability of any

- (a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device
- (b) media or systems used in connection with anything referred to in (a) above whether Your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of
 - (i) recognising, using or adopting any date, day of the week or period of time otherwise than as, or other than, the true or correct date, day of the week or period of time
 - (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.

However

- (1) We will not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency arising under any of the following Sections, but only to the extent that such claim would otherwise be insured under that Section
 - (a) Section I – Churches and Church Halls
 - (b) Section II – Churches and Church Halls
 - (c) Section III – Manses
 - (d) Section V – Engineering
- (2) exceptions (4)(a) and (b) do not apply to the following Sections, when insured by this policy
 - (a) Section IV (M) – Personal Accident
 - (b) Section IV (R) – Legal Liabilities, Cover 1 – Employers Liability
 - (c) Section VI – Breach of Duty
 - (d) Section VII – Charity Trustee Liability.

General Conditions

Each of the following General Conditions apply to all Sections of the Policy. There are additional conditions which apply to some Sections and these are stated in the relevant Section.

(1) Duty of Care

You must maintain the Buildings, Contents and any equipment in a satisfactory state of repair and take all reasonable steps to prevent damage to the Property Insured or accident or injury to any person. You must also comply with all legal requirements and safety regulations and conduct The Business in a lawful manner.

(2) Unoccupied Premises

When the Premises becomes Unoccupied it is a condition of the Policy that You give Us notice as soon as possible.

Upon the Premises becoming Unoccupied cover is restricted and We shall be entitled to amend the basis of cover; or impose special terms or charge an additional premium.

(3) Alteration of Risk

You must tell Us of any change of circumstances after the start of the Policy which

(a) increases the risk of Damage, injury, or liability,

or

(b) Your interest ceases except by will or operation of law.

You will not be insured under the Policy from the date of such alteration or when Your interest ceases, unless We have agreed in writing to accept the alteration.

(4) Arbitration

If any difference shall arise as to the amounts that should be paid under this Policy (liability being otherwise admitted) such difference shall be resolved by arbitration by referral to an arbitrator who will be jointly appointed in accordance with statutory provisions.

(5) Cancellation

(a) We may cancel the Policy or any Section of it by sending not less than 30 days notice in writing to You at Your last known address for correspondence.

(b) You may cancel the Policy at any time after the date We have received the premium, by providing 30 days' notice in writing

We will refund a proportionate part of the premium for the unexpired period provided that there have been no

(i) Claim(s) made under the policy for which We have made payment

(ii) Claim(s) made under the policy which are still under consideration

(iii) Incident(s) which You are aware of and are likely to give rise to a claim which has yet to be reported to Us

during the current period of insurance.

(c) We will cancel this policy from inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by Us to Your last known correspondence address.

General Conditions

(6) Claims Procedure

If in relation to any claim You have failed to fulfil any of the following conditions, You may lose Your right to indemnity or payment for that claim.

You must

- (a) tell Us immediately of any event or occurrence which may result in a claim
- (b) notify the police immediately of loss, destruction or damage caused by malicious persons or thieves
- (c) at Your expense, provide Us with a written claim containing as much information as possible of the loss, liability, destruction, damage, accident or injury, including the amount of the claim within
 - (i) 30 days,
 - or
 - (ii) 7 days in the case of loss, destruction or damage caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious personsof becoming aware of the event or occurrence, or such further time that We may allow.
- (d) provide Us with all information and help We require in respect of the claim,
- (e) pass to Us unanswered, immediately, all communications from third parties in relation to any event which may result in a claim under this Policy,
- (f) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this Policy without Our written agreement,
- (g) allow Us to take over and conduct in Your name the defence or settlement of any claim. You will also allow Us to prosecute at Our own expense and for Our own benefit, any claim for indemnity or compensation against any other person and You must give Us all information and assistance required.

(7) Contribution

Applicable to the Legal Liabilities Section

- (a) If the insurance provided by this Section is also covered by another policy (or would but for the existence of this Section), We will only indemnify You in respect of any excess beyond the amount which would be payable under such other insurance had this Section not been effected.

Applicable to all other Sections insured by this Policy

- (b) Where any loss, destruction, damage or liability covered by the policy is also covered by another policy, (or would be but for the existence of this policy), We will only pay a rateable share of the loss.
- (c) If the other insurance is subject to a condition of average and this policy is not, this policy will become subject to the same condition of average.
- (d) If the property Insured covered by the other insurance is subject to a provision excluding proportional payment in whole or in part, the payment We make will be limited to the proportion of loss, destruction or damage as the Sum Insured bears to the value of the property.

General Conditions

(8) Discharge of Liability

We may at any time pay

- (a) the Limit of Indemnity,
or
 - (b) the Sum Insured,
or
 - (c) a smaller amount for which a claim can be settled
- after deduction of any sum already paid.

We will not make any further payment except for costs and expenses incurred prior to the payment of the claim.

(9) Fraud

If a claim made by You or anyone acting on Your behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

- (1) refuse to pay the claim,
- (2) recover from You any sums paid by Us to You in respect of the claim,
- (3) by notice to You cancel the policy with effect from the date of the fraudulent act without any return of premium.

If We cancel the policy under (3) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have in respect of the provision of cover before the time of the fraudulent act.

If this policy provides cover to any person other than You and a claim made by such person or anyone acting on their behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

- (1) refuse to pay the claim,
- (2) recover any sums paid by Us in respect of the claim (from You or such person, depending on who received the sums or who benefited from the cover provided),
- (3) by notice to You and such person cancel the cover provided for such person with effect from the date of the fraudulent act without any return of premium in respect of such cover.

If We cancel a person's cover under (3) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have under such cover occurring before the time of the fraudulent act.

(10) Identification

The Policy and the Policy Schedule will be read as one contract.

General Conditions

(11) Non Disclosure, Misrepresentation or Misdescription

1. Before this policy was entered into

If You have breached Your duty to make a fair presentation of the risk to Us before this policy was entered into, then:

- where the breach was deliberate or reckless, We may avoid this policy and refuse all claims, and keep all premiums paid;
- where the breach was neither deliberate nor reckless, and but for the breach:
 - We would not have agreed to provide cover under this policy on any terms, We may avoid this policy and refuse all claims, but will return any premiums paid
 - We would have agreed to provide cover under this policy but on different terms (other than premium terms), We may require that this policy includes such different terms with effect from its commencement, and/or
 - We would have agreed to provide cover under this policy but would have charged a higher premium, Our liability for any loss amount payable shall be limited to the proportion that the premium We charged bears to the higher premium We would have charged, as outlined in Schedule 1 to the Insurance Act 2015.

2. Before a variation was agreed

If You have breached Your duty to make a fair presentation of the risk to Us before any variation to this policy was agreed, then:

- where the breach was deliberate or reckless, We may cancel this policy with effect from the date of the variation, and keep all premiums paid;
- where the breach was neither deliberate nor reckless, and but for the breach:
 - We would not have agreed to the variation on any terms, We may treat this policy as though the variation was never made, but will return any additional premiums paid
 - We would have agreed to the variation but on different terms (other than premium terms), We may require that the variation includes such different terms with effect from the date it was made, and/or
 - We would have agreed to the variation but would have increased the premium, or would have increased it by more than We did, or would not have reduced it or would have reduced it by less than We did, Our liability for any loss amount payable shall be limited on a proportionate basis, as outlined in Schedule 1 to the Insurance Act 2015.

This condition operates in addition to any provisions relating to underinsurance in this policy.

(12) Reinstatement

When We decide, or are required to reinstate or replace any property, You will at Your expense provide:

- (a) plans
- (b) documents
- (c) books
- (d) information

which We require.

General Conditions

We will not be obliged to reinstate property exactly but only in a satisfactory manner as circumstances allow. The maximum amount We will pay in respect of one item is the Limit of Indemnity or Sum Insured for that item.

In respect of Buildings, Contents, and Loss of Revenue Sections the sums insured described by each item in the Policy Schedule will not be reduced by the amount of any claim unless We provide written notice to the contrary within 30 days of the claim being notified.

(13) Subrogation

Anyone making a claim under this Policy must, at Our request and expense, do everything We reasonably require, to

- (a) enforce a right or remedy,
- or
- (b) obtain relief or indemnity

from other parties to which We will become entitled or subrogated because of payment for or making good loss, destruction, damage, accident or injury.

We may require You to carry out such actions before or after We make any admission of or payment of a claim.

(14) Subjectivity

At the inception of or during each Period of Insurance, the insurance provided by this policy may be subject to You

- (a) (i) providing Us with any additional information
- (ii) completing any actions agreed between You and Us
- (iii) allowing Us to complete any actions agreed between You and Us
- (b) If required by Us, allowing Us access to The Premises and/or The Business to carry our survey(s) and Your compliance with any risk improvements identified.

If this is the case, the Schedule will clearly state the information required and/or the actions to be completed and the dates We require such information or actions to be completed by.

Upon completion of these requirements (or if they are not completed by the required dates) We may, at Our option:

- (i) modify Your premium
- (ii) amend the terms and conditions of this policy
- (iii) require You to make alterations to The Premises and/or comply with any risk improvements identified
- (iv) exercise Our right to cancel Your policy under Policy Condition (5) Cancellation
- (v) leave the policy terms, conditions and premium unaltered

If We proceed with any of (i) (ii) or (iii) above, You have the right to cancel this policy from a date agreed by You and Us. Providing no claims have been made We will refund a proportionate part of the premium paid for the unexpired period of cover.

Endorsements

The following endorsements apply only if shown in Your Policy Schedule:

Endorsement SW1 – Theft (Co-insurance/Increased Excess)

The standard excess of £250 is increased to £500 in respect of all claims involving theft of external non-ferrous metals and any ensuing damage where the premises are protected by SmartWater, the signage displayed and the use registered with SmartWater Technology Limited. Otherwise you will be responsible for 50% of each and every claim subject to a minimum amount of £500.

Unoccupied Premises

If in relation to any claim for Damage while the Premises are Unoccupied, You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (1) carry out internal and external inspection of the Buildings at least every seven days
 - (a) maintain a weekly log of such inspections to be retained for a period of at least 12 months
 - (b) as soon as possible, repair, or arrange to repair, any damage or defects found including the removal of graffiti
 - (c) carry out a monthly management check of the weekly inspections log.
- (2) remove all loose combustible items, including furniture, pallets, mail/flyers, waste, refuse, stock and materials in trade, and gas bottles, either within or outside the buildings, from the Premises.
- (3) securely lock all external doors, close and secure all windows,
- (4)
 - (a) turn off all sources of power, fuel and water at the mains and wherever possible, chain and padlock the isolation valves,
 - (b) drain all water and fuel supply tanks, apparatus and pipes.

However, where the buildings are protected by

- (i) an Intruder Alarm, CCTV or Fire Detection System You must provide sufficient power for their effective operation.
 - (ii) a sprinkler installation, You must provide sufficient power or water supplies for its effective operation and sufficient heat to prevent it freezing.
- (5) advise Us immediately if the buildings are to be occupied by contractors for renovation alteration or conversion purposes or if the buildings are to become occupied or used.

Firebreak Doors and Shutters

If in relation to any claim for Damage to the Property Insured caused by or resulting from fire or explosion You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (1) close and secure all firebreak doors and shutters outside of business hours
- (2) keep all firebreak doors and shutters in efficient working order.

Endorsements

Portable Space Heaters

If in relation to any claim for Damage to the Property Insured caused by or resulting from fire or explosion You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (1) not place portable space heaters
 - (i) where they are liable to be overturned or suffer mechanical damage
 - (ii) where flammable atmospheres exist
 - (iii) on combustible surfaces
- (2) keep portable space heaters clear of combustible materials
- (3) maintain a clear space of at least one metre around portable space heaters by using a non-combustible guard
- (4) not refill portable space heaters while alight nor for a period of 30 minutes after the heater has been switched off
- (5) switch off all portable space heaters when The Premises are unattended.

Cooking Equipment

If in relation to any claim for Damage to the Property Insured caused by or resulting from fire or explosion, You have failed to fulfil any of the following conditions, You will lose your right to indemnity or payment for that claim.

- (1) All Cooking Equipment must be installed, operated and maintained in accordance with the manufacturers' instructions.
- (2) All Deep Frying Equipment must be fitted with a thermostat temperature control or cut out devices and maintained in efficient working order.
- (3) All Cooking Equipment including flues and extract system ducting, must be kept from contact with and not in close proximity to combustible material including any such material within or forming part of the building.
- (4) All extraction hoods, canopies, canopy exhaust plenums, filters and grease traps must be thoroughly cleaned of all greasy and oily deposits and other waste materials at least every month.
- (5) The entire internal area of all flues and extract system ducting, including extraction motors and fans must be thoroughly cleaned by a competent person, with the removal of all greasy and oily deposits and other waste materials, at least annually.
- (6) Suitable fire extinguishers and/or blankets must be kept in the frying and cooking area, maintained in accordance with manufacturer's instructions, and staff are trained how to use them.
- (7) No Cooking Equipment must be left unattended while the heat source is operating nor for a period of 20 minutes after the heat source has been switched off.

For the purpose of this condition; Cooking Equipment means all cooking and frying equipment including Deep Frying Equipment. Deep Frying Equipment means equipment used for frying by immersing in fat or oil.

Endorsements

Use of Security Devices

In relation to any claim for Damage to the Property Insured caused by theft or attempted theft You will lose Your right to indemnity unless You ensure that all existing devices for securing the Premises including any intruder alarms are put into full and effective operation and all keys are removed from the locks to a secure place.

Section I Church Buildings Fire, Lightning, Explosion

Guidance Note (not forming part of the Policy)

This Section is intended to provide cover for your church and church hall buildings together with any other buildings described in the Policy Schedule. This Section is compulsory and provides cover for the Insured Contingencies of Fire, Lightning, and Explosion.

What is Covered

We will indemnify You in respect of Damage to the Property Insured occurring during the Period of Insurance at The Premises by each of the Insured Contingencies as shown in the Schedule.

Insured Contingencies

Contingency	What is not covered
Fire	<ul style="list-style-type: none"> (a) Damage to the Property Insured caused by explosion resulting from fire. (b) Damage to that portion of the Property Insured caused by its own self ignition, leakage of electricity, short circuiting, or over-running. (c) Damage caused by <ul style="list-style-type: none"> (i) the Property Insured's own spontaneous fermentation or heating (ii) the Property Insured undergoing any process involving the application of heat. (d) Damage caused by riot and/or civil commotion. (e) The amount of any Excess applicable to this Section.
Lightning	The amount of any Excess applicable to this Section.
Explosion <ul style="list-style-type: none"> (a) of boilers (b) of gas in a building not being part of any gas works used for domestic purposes or used for lighting or heating the building. 	<ul style="list-style-type: none"> (a) Damage caused by earthquake or underground fire. (b) The amount of any Excess applicable to this Section.

Section I Church Buildings Fire, Lightning, Explosion

Basis of Claims Settlement – Reinstatement

In the event of Damage to the Buildings, the basis upon which We will calculate the amount We will pay in respect of any claim will be the reinstatement of the Buildings destroyed or damaged subject to the following conditions.

- (1) Where the Buildings are
 - (a) destroyed, We will pay for their rebuilding or replacement by similar buildings in a condition as good as, but not better or more extensive than their condition when new.
 - (b) damaged, We will pay for the replacement or repair of the damaged portion to a condition as good as, but not better than or more extensive than their condition when new, however, We will not pay more than We would have done if the property had been completely destroyed.
- (2) The above includes the costs necessary to comply with any European Union Legislation, Act of Parliament or Bye Laws of any public authority but this will not apply in respect of any charge or assessment arising from capital appreciation following compliance with any legislation or Bye Law or for costs incurred
 - (a) for Damage not insured by this Section
 - (b) where notice was served on You before the Damage occurred
 - (c) where an existing requirement must be completed within a stipulated time
 - (d) for property or parts of the property, other than foundations, which have not suffered Damage.
- (3) The Work of Reinstatement must begin and be carried out as quickly as possible.
- (4) Provided that the Premises are not Unoccupied at the time of Damage, the Work of Reinstatement may be carried out on another site and in a manner suitable to Your needs, subject to Our liability not being increased.
- (5) The Basis of Settlement will be amended to Indemnity if You
 - (a) do not incur the cost of replacing or repairing the Buildings
 - (b) or someone acting on Your behalf, have insured the Buildings under another policy which does not have a similar basis of reinstatement
 - (c) do not comply with any of the terms of this clause.

Basis of Settlement – Indemnity

In the event of Damage to the Buildings, if the Reinstatement Basis of Settlement is not to apply, the basis upon which We will calculate the amount We will pay in respect of any claim will be

- (1) the cost of replacement or repair of the Buildings destroyed or damaged to a condition as good as, but not better or more extensive than their condition immediately prior to the Damage
or at Our option
- (2) the reduction in value of the Property Insured.

Limits

The most that is payable for any claim, is the sum insured shown against each item, the Total Sum Insured or any other maximum amount payable or limit of liability specified in this Section or in The Schedule.

Section II Church Buildings (Other Insured Contingencies)

Guidance Note (not forming part of the Policy)

This Section extends cover for your church and church hall buildings together with any other buildings described in the Policy Schedule. This Section is compulsory and provides cover for the additional Insured Contingencies shown below

What is Covered

We will indemnify You in respect of Damage to the Property Insured occurring during the Period of Insurance at The Premises by each of the Insured Contingencies as shown in the Schedule.

Insured Contingencies

Contingency	What is not covered
<p>Explosion</p>	<p>(a) Damage to the Property Insured caused by or consisting of the bursting of a boiler, economiser, vessel, machine or apparatus, where the internal pressure is due to steam only and belongs to You or is under Your control.</p> <p>(b) Damage to any vessel, machine or apparatus, or its contents caused by its own bursting.</p> <p>However, We will indemnify You in respect of Damage not otherwise excluded if the vessel, machine or apparatus is the subject of a contract providing inspection or maintenance required by statutory regulation.</p> <p>(c) The amount of any Excess applicable to this Section.</p>
<p>Aircraft</p> <p>Aircraft and other aerial devices including articles dropped from them.</p>	<p>The amount of any Excess applicable to this Section.</p>
<p>Riot, Civil Commotion and Malicious Damage</p> <p>Riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons.</p>	<p>(a) Damage to the Property Insured caused by or resulting from</p> <ul style="list-style-type: none"> (i) work stoppages (ii) theft or attempted theft caused by malicious persons not acting on behalf of or in connection with any political organisation. <p>(b) Damage when The Premises are Unoccupied.</p> <p>(c) The amount of any Excess applicable to this Section.</p>

Section II Church Buildings (Other Insured Contingencies)

Contingency	What is not covered
Earthquake	The amount of any Excess applicable to this Section.
Storm and Flood and Falling Trees	<ul style="list-style-type: none"> (a) Damage to the Property Insured resulting solely from a change in the water table level, or (b) Damage to the Property Insured caused by <ul style="list-style-type: none"> (i) frost (ii) subsidence, ground heave or landslip (iii) escape of water from any tank, apparatus or pipe. (c) Damage to fences, gates and moveable property in the open except where such Damage is caused by falling trees. (d) The amount of any Excess applicable to this Section.
Escape of Water/Oil Escape of water from any tank, apparatus, or pipe or escape of fuel from any fixed oil heating installation.	<ul style="list-style-type: none"> (a) Damage to the Property Insured by water discharged or leaking from an automatic sprinkler installation. (b) Damage when The Premises are Unoccupied. (c) Damage to any tank, apparatus, pipe or fixed oil heating installation. (d) The amount of any Excess applicable to this Section.
Impact Impact by any vehicle or animal or by goods falling there from	<ul style="list-style-type: none"> (a) In respect of Damage to any goods being carried. (b) The amount of any Excess applicable to this Section.

Section II Church Buildings (Other Insured Contingencies)

Contingency	What is not covered
Accidental Damage	<ul style="list-style-type: none"> (a) Damage to the Property Insured when The Premises are Unoccupied. (b) Damage to the Property Insured caused by or consisting of <ul style="list-style-type: none"> (i) an existing or hidden defect (ii) gradual deterioration or wear and tear (iii) faulty or defective design or materials used in its construction (iv) faulty or defective workmanship, operating error or omission by You or any of Your Employees (v) corrosion, rust or rot (vi) shrinkage, evaporation, loss of weight, dampness or drying (vii) scratching, vermin, insects, mould or fungus (viii) change in temperature, colour, flavour, texture or finish (ix) nipple or joint leakage (x) failure of welds (xi) the Property Insured's own mechanical or electrical breakdown or derangement (xii) subsidence, ground heave or landslip (xiii) normal settlement of new structures or its own cracking or collapse (xiv) acts of fraud or dishonesty (xv) disappearance, unexplained inventory shortage, misfiling, misplacing of information or clerical error (xvi) theft or attempted theft (xvii) Damage resulting from the Property Insured undergoing any process of production or packaging, treatment, testing or commissioning, service or repair. (xviii) Accidental damage to fixed glass. (c) The amount of any Excess applicable to this Section.

Section II Church Buildings (Other Insured Contingencies)

Basis of Claims Settlement – Reinstatement

In the event of Damage to the Buildings, the basis upon which We will calculate the amount We will pay in respect of any claim will be the reinstatement of the Buildings destroyed or damaged subject to the following conditions.

- (1) Where the Buildings are
 - (a) destroyed, We will pay for their rebuilding or replacement by similar buildings in a condition as good as, but not better or more extensive than their condition when new.
 - (b) damaged, We will pay for the replacement or repair of the damaged portion to a condition as good as, but not better than or more extensive than their condition when new, however, We will not pay more than We would have done if the property had been completely destroyed.
- (2) The above includes the costs necessary to comply with any European Union Legislation, Act of Parliament or Bye Laws of any public authority but this will not apply in respect of any charge or assessment arising from capital appreciation following compliance with any legislation or Bye Law or for costs incurred
 - (a) for Damage not insured by this Section
 - (b) where notice was served on You before the Damage occurred
 - (c) where an existing requirement must be completed within a stipulated time
 - (d) for property or parts of the property, other than foundations, which have not suffered Damage.
- (3) The Work of Reinstatement must begin and be carried out as quickly as possible.
- (4) Provided that the Premises are not Unoccupied at the time of Damage, the Work of Reinstatement may be carried out on another site and in a manner suitable to Your needs, subject to our liability not being increased.
- (5) The Basis of Settlement will be amended to Indemnity if You
 - (a) do not incur the cost of replacing or repairing the Buildings
 - (b) or someone acting on Your behalf, have insured the Buildings under another policy which does not have a similar basis of reinstatement
 - (c) do not comply with any of the terms of this clause.

Basis of Settlement – Indemnity

In the event of Damage to the Buildings, if the Reinstatement Basis of Settlement is not to apply, the basis upon which We will calculate the amount We will pay in respect of any claim will be

- (1) the cost of replacement or repair of the Buildings destroyed or damaged to a condition as good as, but not better or more extensive than their condition immediately prior to the Damage
or at Our option
- (2) the reduction in value of the Property Insured.

Limits

The most that is payable for any claim, is the sum insured shown against each item, the Total Sum Insured or any other maximum amount payable or limit of liability specified in this Section or in The Schedule.

Section III Manses

Guidance Note (not forming part of the Policy)

This Section forms part of the standard package and provides cover for your buildings occupied for domestic purposes such as Manse property or other buildings occupied for such purposes by the Minister and or members of the congregation.

What is Covered

We will indemnify You if this Section is operative and during the Period of Insurance the Property Insured suffers Damage caused by any of the Insured Contingencies described in Sections I and II plus the additional Insured Contingency mentioned below.

Insured Contingencies

What is covered	What is not covered
The Insured Contingencies listed in Sections I and II.	The exclusions listed in Sections I and II.
<p>Subsidence</p> <p>Subsidence or ground heave of the site of the Property or landslip.</p> <p>Including Damage to</p> <p>(1) forecourts, car parks, driveways, footpaths, swimming pools, terraces or patios</p> <p>(2) walls, gates, hedges or fences</p> <p>only if</p> <p>(a) such property is specifically insured by this Section</p> <p>and</p> <p>(b) Damage also occurs to the building to which such property applies and that building is insured by this Section.</p>	<p>(1) Damage caused by</p> <p>(a) collapse of any building</p> <p>(b) the normal settlement, shrinking and cracking of any building</p> <p>(c) coastal or river erosion</p> <p>(d) defective design or inadequate construction of foundations</p> <p>(e) any demolition, construction, erection, ground or excavation works, carried out at the site of The Premises or the site of any adjoining premises, unless We have agreed otherwise in writing</p> <p>(f) settlement or movement of made up ground.</p> <p>(2) Damage as a result of movement of solid floor slabs.</p> <p>However, We will indemnify You in respect of Damage not otherwise excluded if there is Damage to the foundations beneath the exterior walls of The Premises at the same time.</p> <p>(3) The amount of any Excess applicable to this Section.</p>

Section III Manses

Extensions

The insurance by this Section is extended as follows subject otherwise to all the terms and conditions of the Policy.

What is covered	What is not covered
<p>Breakage or Collapse of Television & Radio Aerials</p> <p>Damage caused by the breakage or collapse of television and radio aerials, aerial fittings, masts or satellite dishes.</p>	<p>The amount of any Excess applicable to this Section.</p>
<p>Loss of Rent and Alternative Accommodation</p> <p>Where a residence cannot be lived in or if access to it is denied as a result of Damage</p> <p>(1) (a) loss of rent, including ground rent and management charges, You should have received but have lost</p> <p>(b) (i) the cost of reasonable alternative accommodation incurred by any owner or lessee if this is necessary</p> <p>(ii) the cost of reasonable alternative accommodation in kennels and/or catteries for dogs and/or cats belonging to any owner or lessee in residence, where such pets are not permitted in any alternative accommodation.</p> <p>(2) temporary storage of Your furniture</p> <p>The maximum We will pay in respect of any one claim is 20% of the Sum Insured on the building in which the residence is contained.</p>	<p>The amount of any Excess applicable to this Section.</p>
<p>Fixed Glass and Sanitary Fittings</p> <p>Damage to fixed glass and sanitary fittings which form part of the buildings. This includes glass in solar-panel units, baths, shower trays, shower screens, bidets, wash basins, splashbacks, pedestals, sinks, toilet pans and cisterns (and their fixtures and fittings).</p>	<p>(1) Damage to glass in light fittings, signs, stock and materials in trade, goods held in trust, vehicles or vending machines.</p> <p>(2) Damage to glass caused by scratching, gradual deterioration, wear and tear or change in colour or finish.</p> <p>(3) Breakage of glass whilst the Premises are Unoccupied.</p> <p>(4) Breakage of glass whilst in transit or being fitted.</p> <p>(5) Breakage of glass by workmen carrying out repairs or alterations at the premises.</p> <p>(6) The amount of any excess applicable to this Section.</p>

Section III Manses

Basis of Claims Settlement – Reinstatement

In the event of Damage to the Buildings, the basis upon which We will calculate the amount We will pay in respect of any claim will be the reinstatement of the Buildings destroyed or damaged subject to the following conditions.

- (1) Where the Buildings are
 - (a) destroyed, We will pay for their rebuilding or replacement by similar buildings in a condition as good as, but not better or more extensive than their condition when new.
 - (b) damaged, We will pay for the replacement or repair of the damaged portion to a condition as good as, but not better than or more extensive than their condition when new, however, We will not pay more than We would have done if the property had been completely destroyed.
- (2) The above includes the costs necessary to comply with any European Union Legislation, Act of Parliament or Bye Laws of any public authority but this will not apply in respect of any charge or assessment arising from capital appreciation following compliance with any legislation or Bye Law or for costs incurred
 - (a) for Damage not insured by this Section
 - (b) where notice was served on You before the Damage occurred
 - (c) where an existing requirement must be completed within a stipulated time
 - (d) for property or parts of the property, other than foundations, which have not suffered Damage.
- (3) The Work of Reinstatement must begin and be carried out as quickly as possible.
- (4) Provided that the Premises are not Unoccupied at the time of Damage, the Work of Reinstatement may be carried out on another site and in a manner suitable to Your needs, subject to our liability not being increased.
- (5) The Basis of Settlement will be amended to Indemnity if You
 - (a) do not incur the cost of replacing or repairing the Buildings
 - (b) or someone acting on Your behalf, have insured the Buildings under another policy which does not have a similar basis of reinstatement
 - (c) do not comply with any of the terms of this clause.

Basis of Settlement – Indemnity

In the event of Damage to the Buildings, if the Reinstatement Basis of Settlement is not to apply, the basis upon which We will calculate the amount We will pay in respect of any claim will be

- (1) the cost of replacement or repair of the Buildings destroyed or damaged to a condition as good as, but not better or more extensive than their condition immediately prior to the Damage
or at Our option
- (2) the reduction in value of the Property Insured.

Limits

The most that is payable for any claim, is the sum insured shown against each item, the Total Sum Insured or any other maximum amount payable or limit of liability specified in this Section or in The Schedule.

Section IV (A) Contents

Guidance Note (not forming part of the Policy)

This Section forms part of the standard package and extends cover for your church and church hall Contents. The Policy Schedule will show if this Section is in force, and cover is available for all of the Insured Contingencies described in Sections I and II of this Policy.

What is Covered

We will indemnify You up to the Sums Insured described in the Policy Schedule if during the Period of Insurance the Property Insured suffers Damage at the Premises caused by any of the Insured Contingencies described in Section IV (A) of Your Policy Schedule.

Basis of Claims Settlement – Reinstatement

In the event of Damage to Your Contents, the basis upon which We will calculate the amount We will pay in respect of any claim will be the reinstatement of the property destroyed or damaged subject to the following conditions.

- (1) Where the Property Insured is
 - (a) destroyed, We will pay for its replacement by similar property in a condition as good as, but not better or more extensive than its condition when new.
 - (b) damaged, We will pay for the replacement or repair of the damaged property to a condition as good as, but not better than or more extensive than its condition when new, however, We will not pay more than We would have done if the property had been completely destroyed.
- (2) Where Computers and Electronic Office Equipment are insured by this Section and such property is
 - (a) lost or destroyed beyond economic repair, We will pay for its replacement by new Computer or Electronic Office Equipment of equal performance and/or capacity but if this is not possible, by Computer or Electronic Office Equipment of the nearest higher performance and/or capacity
 - (b) damaged, if an economic repair is possible, We will pay for the repair of the Computer or Electronic Office Equipment, to its condition when new, however We will not pay more than We would have done if the Computer or Electronic Office Equipment had been completely destroyed.
- (3) The Work of Reinstatement must begin and be carried out as quickly as possible.
- (4) The Basis of Settlement will be amended to Indemnity
 - (a) in respect of stock and materials in trade, motor vehicles or any pedal cycles or personal effects included within the Contents item
 - (b) if You do not incur the cost of replacing or repairing the property
 - (c) if You, or someone acting on Your behalf, have insured the Contents under another policy which does not have a similar basis of reinstatement
 - (d) if You do not comply with any of the terms of this clause.
- (5) The following condition of Average will apply

If the Sum Insured at the time the Damage occurred is less than 85% of the amount necessary to replace the whole of the Property Insured at the time of replacement, you will be liable to bear a proportionate share of the loss.

Section IV (A) Contents

Basis of Settlement – Indemnity

In the event of Damage to the property, if the Reinstatement Basis of Settlement is not to apply, the basis upon which We will calculate the amount We will pay in respect of any claim will be

- (1) the cost of replacement or repair of the property destroyed or damaged to a condition as good as, but not better or more extensive than their condition immediately prior to the Damage
or at Our option
- (2) the reduction in value of the Property Insured

The following condition of Average will apply

If the Sum Insured at the time of Damage is less than the total value of the Property Insured You will

- (a) be responsible for the difference
- (b) bear a proportionate share of the loss.

Stock and Donated Stock

In the event of Damage to stock or donated stock indemnity shall be based on the costs to replace the stock at the time of the Damage less any allowance for deterioration, depreciation, obsolescence or depletion.

Second Hand Goods

In the event of Damage to second hand goods indemnity shall be based on the purchase price or market value whichever is the less. You must ensure that a record of the purchase price together with invoices and receipts are kept.

Data or Documents

We will pay the value of the physical materials with the clerical costs or computer time needed to reproduce the electronic data or documents. Not included are a) the costs of finding any information needed for the reproduction of electronic data or documents, and; b) the value to You of the electronic data or the information in the documents.

Matching Sets

We will not pay for the cost of replacing any undamaged item which forms part of a set, or suite or any other item of a uniform nature, colour or design, including carpets when Damage occurs to as specific part and replacements cannot be matched.

Limits

The most that is payable for any claim under this Section, is the sum insured shown in the Policy Schedule plus any applicable index linking.

Extensions to Sections I, II, III and IV (A)

The following extensions of cover apply to Sections I, II and III where the property concerned is Buildings and Section IV (A) where the property concerned is Contents, if that Section has been selected and is shown in Your Policy Schedule. Subject otherwise to all other terms and conditions of the Policy.

Archaeological Expenses

We will indemnify you in respect of the on-site expenses of Archaeological Rescue Work (including the recording of standing and collapsed fabric and damaged floor surfaces but not the excavation of below ground deposits) necessarily and reasonably incurred with Our consent as a result of Damage to the Buildings.

The maximum We will pay in respect of any one claim is £250,000.

We will not indemnify you in respect of

- (a) The costs of any Archaeological Research Work which may be enabled or facilitated as a result of Damage but which is not a necessary part of the process of repair or rebuilding
- (b) The costs of analysis of data subsequent to Archaeological Rescue Work (except in so far as such costs are a necessary and integral part of the process of repair or rebuilding)
- (c) The costs of conservation or scientific analysis of materials or objects retrieved in the course of Archaeological Rescue Work.

Definitions applicable to this Clause:

Archaeological Rescue Work

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

Archaeological Research Work

Any archaeological exercise other than Archaeological Rescue Work.

Bequeathed Property

If property is bequeathed to the Church following the administration of a deceased persons assets situated anywhere in Scotland, England, Wales, Northern Ireland, The Channel Islands or the Isle of Man, We will indemnify You against Damage up to the following limits

- (1) Buildings £250,000
- (2) Contents
 - (i) £10,000 any one item
and
 - (ii) £25,000 any one claim.

You must

- (1) provide Us with details of any bequeathed property as soon as reasonably possible, but at least within three months from the commencement date of Your interest in the bequeathed property,
- (2) specifically insure such property with Us from the date it legally belongs to You,
- (3) pay the agreed additional premium.

Extensions to Sections I, II, III and IV (A)

We will not indemnify You

- (a) if the bequeathed property is more specifically insured,
- (b) in respect of
 - (i) vehicles licensed for road use including accessories on or attached to the vehicle
 - (ii) caravans or trailers
 - (iii) watercraft or aircraft
 - (iv) livestock
 - (v) growing crops or treesunless specifically agreed in writing by Us,
- (c) in respect of items more specifically excluded under the Policy Conditions.

Capital Additions

We will indemnify You in respect of Damage to

- (1) new Buildings and/or machinery and plant built or acquired during the Period of Insurance
- (2) alterations, additions and improvements to Buildings and/or machinery and plant made during the Period of Insurance, but not in respect of any appreciation in value

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

The maximum We will pay in respect of any one premises is 10% of the total Buildings Sum Insured under Sections I, II and III or 10% of the Contents Sum Insured under Section IV (A) whichever is applicable subject to a maximum of £500,000.

You must

- (i) provide Us with details of such additional Buildings and/or Machinery and Plant as soon as possible but, in any event, within six months of the date You became responsible for the insurance of such Buildings and/or Machinery and Plant and before the expiry of the Period of Insurance and specifically insure such property with Us from the date Our liability commenced
- (ii) pay the agreed premium.

Contract Works

Where You have entered into a contract or agreement for the extension, alteration or refurbishment of any of The Premises the insurance by each item on Buildings is extended to include contract works (including unfixed materials on site) to the extent required by contract conditions and We note the interest of the contractor and sub-contractor as specified in the contract where such interests are required.

This extension is limited to contracts having a value of up to £250,000 including professional fees and VAT.

We will not indemnify You

- (a) where the original contract value including professional fees and VAT is in excess of £250,000.
- (b) where a more specific insurance policy is in force
- (c) in respect of the first £500 in respect of any claim for Theft or Malicious Damage.

Extensions to Sections I, II, III and IV (A)

For the purposes of this extension, contract works include temporary or permanent works completed or to be completed by or on behalf of You at The Premises.

Guidance Note (not forming part of the Policy)

*Please refer to **Church of Scotland Insurance Services Ltd** where any contract price is in excess of £250,000 including professional fees and VAT.*

The following information is required:

- (a) the nature of the works to be carried out*
- (b) the contract conditions*
- (c) the contract period*
- (d) the contract price*

A separate policy will be needed and an additional premium paid.

Contents away from the Premises

We will indemnify You in respect of Damage to Contents belonging to You or for which You are responsible and used by You in connection with the Business whilst anywhere in England, Wales, Scotland, Northern Ireland, The Channel Islands or the Isle of Man.

The maximum We will pay in respect of any one item is £15,000 and £30,000 for all claims in any one Period of Insurance.

If in relation to any claim for Damage by Theft or attempted theft of Communion Ware and/or office equipment including portable computer equipment under this extension You have failed to fulfil any of the following conditions You will lose Your right to indemnity or payment for that claim.

You must ensure that

- (1) when Communion Ware and/or office equipment is left in any Unattended Vehicle,
 - (a) the vehicle is securely locked and all security devices set in operation, all keys removed, and all security devices maintained in accordance with manufacturer's instructions,
 - (b) the Communion Ware and/or office equipment is stored in the boot or the parcel shelf if the vehicle is a private car
- (2) When Communion Ware and/or office equipment is in transit by air it is carried as hand luggage unless instructed otherwise by airline staff.
- (3) When Communion Ware and/or office equipment is in transit by ship or ferry it is kept in a securely locked cabin or road vehicle aboard such vessel.

Contract Sale Price

If stock and materials in trade which have been sold but not yet delivered, suffer Damage insured by this Policy, and as a result the contract of sale is cancelled under the conditions of sale, Our liability will be calculated on the basis of the contract price for the stock and materials in trade which have suffered Damage. Any calculation for the purpose of Average will be on the basis of the contract price for all stock and materials in trade which have been sold but not yet delivered, whether suffering Damage or not.

Extensions to Sections I, II, III and IV (A)

Customers' Goods

Any stock and materials in trade Item(s) stated in the Policy Schedule extends to include

- (1) Your customers' goods
- (2) goods for which Your customers are legally responsible

while these goods are temporarily in Your custody or control and for which You have accepted responsibility but only to the extent that they are not more specifically insured.

Debris Removal

Unless a separate item for costs of removal of debris is insured under this Section, the Sum Insured for each item on Buildings and Contents, in the Policy Schedule, includes costs and expenses You incur with Our consent for the removal of debris, dismantling, demolishing, shoring up or propping of those parts of the Property Insured which have suffered Damage.

We will not indemnify You in respect of such costs and expenses

- (1) incurred in removing debris from anywhere other than the site of the Damage and the area immediately adjacent to it
- (2) arising from pollution or contamination of property not insured by this Section
- (3) more specifically insured.

The maximum We will pay for costs and expenses in respect of stock and materials in trade is £25,000.

Defibrillators

We will indemnify You in respect of Damage to Defibrillators belonging to You or for which You are responsible. This also applies whilst they are temporarily removed from their casing/box.

The maximum We will pay in respect of any one claim is £2,500. The Excess stated in The Schedule will be reduced to £50 in respect of each and every claim under this extension.

Description of Property

In determining the item under which property is insured We will accept the description given in Your business records.

Drains

The Sum Insured under each Buildings item includes costs and expenses You incur with Our consent for cleaning and/or clearing of drains, sewers or gutters for which You are responsible following Damage to the Property Insured.

Environmental Clause

We will indemnify You for additional costs in respect of Damage insured by Sections I, II, and III in excess of £10,000 necessarily and reasonably incurred with Our consent, in rebuilding or repairing Buildings at The Premises in a manner that aims to improve energy efficiency following Damage.

The maximum amount We will pay under this Clause during the Period of Insurance is 10% of the amount We have paid or agreed to pay in respect of the claim for Buildings or £2,500 whichever is the lower, after the application of all other terms and conditions of the policy.

Extensions to Sections I, II, III and IV (A)

We will not provide cover:

- (1) for the additional cost of complying with any European Union legislation, Act of Parliament, or byelaws of any public authority
- (2) for work planned before the Damage or costs for replacing undamaged property
- (3) for any Unoccupied Building
- (4) if You elect not to rebuild or repair the Building.

Exhibitions

We will indemnify You in respect of Damage insured under Section IV(A) to Contents while

- (1) at any exhibition which does not exceed seven days
- (2) in the course of demonstration, construction, erection or dismantling at any such exhibition
- (3) in transit thereto and therefrom

in the European Economic Area.

The maximum We will pay in respect of any one claim is £25,000.

We will not indemnify You in respect of Damage

- (1) caused by or happening through
 - (a) defective or inadequate packing, insulation or labelling
 - (b) evaporation or ordinary leakage
 - (c) delay
 - (d) inadequate documentation
 - (e) shortage in weight.
- (2) occurring outside of the European Economic Area.

Falling Trees

This clause will only apply when the Insured Contingency of Storm and Flood and Falling Trees is stated as applicable in the Policy Schedule.

We will indemnify You in respect of

- (1) the cost of removing fallen trees belonging to You or for which You are responsible
- (2) the cost of felling, lopping or pruning trees belonging to You or for which You are responsible at The Premises to prevent the immediate threat of Damage to property or for safeguarding life.

The maximum We will pay in respect of (1) and/or (2) above is £5,000 any one incident.

Fire and Rescue Services Damage

We will indemnify You in respect of costs and expenses incurred in reinstating or repairing landscape gardens and grounds following damage caused by the Fire and Rescue Services or other emergency services equipment or personnel in the course of combating fire.

The maximum We will pay in respect of any one claim is £25,000.

Extensions to Sections I, II, III and IV (A)

Fire and Security Equipment

We will indemnify You in respect of costs and expenses incurred in

- (1) refilling, recharging or replacing any portable fire extinguishing appliances, local fire suppression systems, fixed fire suppression systems, sprinkler installations or sprinkler heads.
- (2) re-setting fire and/or intruder alarms and/or closed circuit television equipment following Damage insured by this Section.

The maximum We will pay in respect of any one claim is £25,000.

If in relation to any claim under this clause You have failed to maintain such equipment in accordance with the manufacturer's instructions You will lose Your right to indemnity for that claim.

We will not indemnify You in respect of any costs and expenses recoverable from Your maintenance company or Fire and Rescue Service.

Fly Tipping

We will indemnify You for the reasonable costs of clearing and removing any property illegally deposited in or around The Premises insured under this policy.

The maximum We will pay for any one claim or in any one Period of Insurance at each of The Premises is £5,000. We will not pay the first £500 of any claim.

Headstones, Monuments and Memorials

We will indemnify You in respect of costs and expenses incurred in making safe any headstone, monument or memorial not belonging to You but which have been rendered dangerous following Damage insured by this Section.

Provided that:

- (1) (a) such headstone, monument or memorial is at the Premises, or;
(b) in a churchyard under Your control
- (2) (a) prior to making a claim You take all reasonable steps to recover the cost from those responsible for the upkeep; and
(b) where any recovery is made following settlement of a claim under this extension any amount We have paid will be refunded to Us.

We will not indemnify You in respect of

- (1) the cost of reinstating or repairing any headstone, monument or memorial
- (2) Damage caused by wear, tear or gradual deterioration.

The maximum We will pay in respect of any one Period of Insurance is £2,500.

Hire Agreement

If the Property Insured by Section IV(A) is the subject of hire agreements, We will include the interest of the owners in any indemnity provided by this Section. You must provide the name of any other interested party in the event of a claim.

Extensions to Sections I, II, III and IV (A)

Insect Nest Removal

We will pay the cost of removing the nests of wasps, bees or hornets and other insects harmful to humans from The Premises.

The maximum We will pay in respect of any one claim is £500. We will not pay the cost of removing such nests that were already in the Building prior to inception of this policy.

Incompatibility of Software or Programs

If Damage to Computer and Electronic Office Equipment results in existing software or programs being incompatible with the replacement Computer and Electronic Office Equipment (as defined in the Basis of Settlement – Reinstatement clause above,) We will, at Our option, indemnify You in respect of either

- (1) the necessary modifications to the replacement Computer and Electronic Office Equipment,
- (2) the conversion of the existing software or programs into a format which is compatible with the replacement Computer and Electronic Office Equipment, and the cost of replacing incompatible Data Carrying Materials where necessary.

The maximum We will pay for any or all claims arising out of one cause is £25,000 or the Sum Insured specified in the Policy Schedule.

Lamps, Signs and Nameplates

We will indemnify You in respect of Damage to lamps, signs and nameplates at The Premises.

The maximum We will pay in respect of any one item is £2,500.

Legal Expenses for the Eviction of Squatters

We will indemnify You in respect of the legal costs and expenses payable to a lawyer or other suitably qualified person who has been appointed to act for You with Our prior agreement in any civil action to evict anyone in the Property Insured who does not have Your permission to be there.

All legal proceedings will be dealt with by a Court or other body that We agree to within the Geographical Limits. The maximum We will pay in any one Period of Insurance is £2,500.

We will not pay

- (1) for any dispute where the cause of the action arises within 90 days of the inception date of this policy
- (2) for any dispute where the cause of the action involves Your tenant

Machinery Re-erection Costs

The sum insured for each Contents item extends to include the cost of re-erecting any machinery following Damage insured by Section IV (A).

Metered Services

We will indemnify You in respect of

- (a) loss of oil, gas or metered water from the water or heating system or electricity from a metered system following Damage.
- (b) the cost of decontaminating the grounds of The Premises following accidental discharge of oil from any oil fired heating installation or storage tank.

The maximum We will pay is £25,000 any one claim.

Extensions to Sections I, II, III and IV (A)

(c) the cost of replacing liquid petroleum gas or oil following accidental discharge from the storage container at The Premises.

The maximum We will pay is £5,000 any one claim.

(d) theft of oil from any storage tank used for the heating system used at The Premises

The maximum We will pay is £5,000 in any Period of Insurance.

We will not indemnify You in respect of any charges incurred while The Premises are Unoccupied.

Munitions of War

General Exclusions 1 (a) and (c) will not apply in respect of Damage to the Property Insured caused by or resulting from the detonation of munitions of war or parts thereof, at or within one mile of the boundary of The Premises, provided that the presence of such munitions does not result from a state of war current at the time of the Damage.

Non-invalidity

The insurance by this Section will not be invalidated by any act, omission or alteration, either unknown to You or beyond Your control, which increases the risk of Damage.

However, You must

- (1) notify Us immediately You become aware of any such act, omission or alteration, and
- (2) pay any additional premium We require.

Professional Fees

Unless a separate item for professional fees is insured under this Section, the sum insured for each item on Buildings and Contents includes an amount for professional fees, necessarily incurred, in reinstating or repairing the Property Insured, following Damage insured by this Section.

We will not indemnify You in respect of fees

- (1) more specifically insured
- (2) incurred in preparing a claim.

Property at Fundraising and Catering Events

We will indemnify You in respect of Damage insured by this Section to Contents while

- (1) at any fundraising event or event where You are providing outside catering which does not exceed seven days
- (2) in the course of demonstration, construction, erection or dismantling at any such exhibition
- (3) in transit thereto and therefrom in the European Economic Area

The maximum We will pay in respect of any one claim is £5,000.

We will not indemnify You in respect of Damage

- (1) Caused by or happening through
 - (a) defective or inadequate packing, insulation or labelling
 - (b) evaporation or ordinary leakage
 - (c) delay
 - (d) inadequate documentation
 - (e) shortage in weight
- (2) occurring outside the European Economic Area.

Extensions to Sections I, II, III and IV (A)

Raffle Prizes and Donations

We will indemnify You in respect of Damage to raffle prizes and donated goods to be used for fund raising events situate anywhere in England, Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man.

The maximum We will pay is £500 in respect of any one item and £2,500 in respect of any one claim.

Seasonal Increase

Where Contents are insured, the sum insured for stock and materials in trade in the Policy Schedule is increased by 25% or £500,000, whichever is the lower, during the months of November, December and January or for any other period selected by You and stated in the Policy Schedule.

Services

Where Buildings are insured or You are liable as a tenant, We will indemnify You in respect of Damage to service pipes and cables, including their associated meters and instruments, which connect The Premises to the public mains.

Subrogation

In the event of any claim under this Section, We agree to waive any rights, remedies or relief to which We may be entitled by subrogation against any company

- (1) whose relationship to You is either a parent or subsidiary
 - (2) which is a subsidiary of a parent company of which You are a subsidiary
- as defined within the relevant legislation current at the time of Damage.

Temporary Removal

We will indemnify You in respect of Damage to the Property Insured except for

- (1) documents, manuscripts, business books, Data Storage Materials, plans and designs
and

- (2) stock and materials in trade

while temporarily removed for cleaning, renovation or repair or similar purposes

- (1) to another part of The Premises
- (2) to any other premises in England, Wales, Scotland, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man including whilst in transit by road, rail or inland waterway.

The maximum We will pay in respect of any one claim is

- (1) 10% of the item Sum Insured specified in the Policy Schedule
or
- (2) £250,000

whichever is the lower.

Extensions to Sections I, II, III and IV (A)

We will not indemnify You in respect of

- (a) property more specifically insured
- (b) Damage occurring elsewhere than at The Premises to motor vehicles or motor chassis licensed for normal road use
- (c) property removed for more than 90 consecutive days unless We agree a longer period in writing.

Theft Damage to Buildings

This extension will only apply where the Insured Contingency - Riot, Civil Commotion and Malicious Damage applies in the Policy Schedule.

Where Buildings are insured under this Section, We will indemnify You in respect of Damage to such Buildings including landlords' fixtures and fittings and non-ferrous metals at the Premises caused by theft or attempted theft.

We will not indemnify You in respect of Damage

- (a) caused to any property other than buildings and landlords' fixtures and fittings
- (b) caused by any person lawfully on the Premises
- (c) while the Premises are Unoccupied
- (d) more specifically insured by You or on Your behalf.

The maximum We will pay, inclusive of any subsequent Damage which results from a cause not otherwise excluded is £50,000 for any one claim and in any one Period of Insurance.

Trace and Access

We will indemnify You in respect of reasonable costs and expenses incurred with Our consent

- (1) in locating the actual source of Damage, and;
- (2) any repairs directly arising from (1)

caused by the escape of water from any tank, apparatus or pipe or leakage of fuel including gas from any fixed heating installation, provided such Damage is insured by this Section.

The maximum We will pay in respect of any or all claims in any one Period of Insurance is £50,000.

Trade Samples

We will indemnify You in respect of Damage to trade samples whilst anywhere in the European Economic Area including while in transit thereto and therefrom.

The maximum We will pay is £500 in respect of any one item and £10,000 for any one claim.

Transfer of Interest

If at the time of Damage to a Building insured under this Section You have entered into a contract to sell Your interest in it but (1) the contract has not yet been completed and (2) the building has not yet been insured by or on behalf of the purchaser

We will indemnify the purchaser to the extent that this Section insures the Building if the purchase is subsequently completed.

This will not affect either Your or Our rights and liabilities up to the date of completion of the purchase.

Extensions to Sections I, II, III and IV (A)

Workmen

Repairs and minor structural alterations may be carried out at The Premises without affecting the cover.

Automatic Reinstatement

The sums insured stated in the Policy Schedule will not be reduced by the amount of any claim unless We give notice to the contrary. However You must pay any additional premium required by Us to reinstate the limit.

Exceptions to Sections I, II, III and IV (A)

We will not indemnify You in respect of

- (1) (a) consequential loss or damage

However, We will indemnify You in respect of rent when this cover is specified in The Schedule and the Damage is not otherwise excluded.

- (b) Damage more specifically insured by You or on Your behalf

- (c) (i) Damage insured by any marine policy

- (ii) Damage which would be insured under any marine policy if this policy did not exist.

However, We will indemnify You in respect of Damage not otherwise excluded for any sum beyond the amount which would have been payable under the marine policy had this insurance not existed.

- (d) Damage caused by pollution or contamination.

However, We will indemnify You in respect of Damage to the Property Insured, not otherwise excluded, caused by

- (i) pollution or contamination which results from any Contingency insured under this Section

- (ii) any Contingency insured under this Section which results from pollution or contamination.

- (2) any Damage to the Property Insured resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss

- (a) Terrorism

- (b) civil commotion in Northern Ireland

- (c) any action taken in controlling preventing suppressing or in any way relating to a) and/or b) above.

Exceptions to Sections I, II, III and IV (A)

Terrorism means

- (i) in respect of Damage occurring in England, Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands), acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of HM Government in the United Kingdom or any other government de jure or de facto
- (ii) in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to
 - the use or threat of force and/or violence
and/or
 - harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

In any action suit or other proceedings where We allege that any Damage results from Terrorism as defined above and is therefore not covered under this Section the burden of proving that any such Damage is covered under this Section will be upon You.

- (3) (a) Loss of Data
- (b) any Damage to Computer and Electronic Equipment or Failure resulting directly or indirectly from, or in connection with
 - (i) Virus or Similar Mechanism,
 - (ii) Denial of Service Attack,
 - (iii) unauthorised access to or use of Computer and Electronic Equipment.

However, We will indemnify You in respect of subsequent Damage to the Property Insured caused by or resulting from the Insured Contingencies which is not otherwise excluded.

Section IV (B) Loss of Revenue

Guidance Note (not forming part of the Policy)

This Section forms part of the standard package and extends cover for Loss of Revenue following major property damage which interrupts the normal operation of the church e.g. lost revenue from the interruption to service collections. In addition You may also suffer a loss of revenue if You are unable to hire out premises to other organisations. The standard package provides cover up to a maximum of £100,000 the Policy Schedule will show if you have selected a different amount.

Definitions

Revenue: The money paid or payable to the Insured including donations, church collections and rent adjusted for the Maximum Indemnity Period selected.

Loss of Revenue: The difference between the Revenue You would have received during the Indemnity Period if there had been no Damage and the Revenue You actually received during that period.

Less (a) any savings during the Indemnity Period from expenses payable which stop or are reduced as a result of the interruption or interference, (b) any Revenue earned from conducting the Business elsewhere during the Indemnity Period, and (c) any loss which has been made worse by unnecessary delay on Your part in repairing or replacing the property which has suffered Damage.

Additional Expenditure: Extra expenses necessarily and reasonably incurred with Our permission, during the Indemnity Period for the purpose of avoiding or minimising the interruption or interference with the Business and the consequent loss of Revenue.

Indemnity Period: The period during which the results of the Business are affected by the Damage, starting from the date of the Damage and ending not later than the period selected by You and shown in the Policy Schedule.

Specified Diseases: Any of the following contracted by any person.

(a)	Mumps	(b) Viral haemorrhagic fever
Acute Encephalitis	Ophthalmia neonatorum	caused by the following
Acute poliomyelitis	Paratyphoid fever	virus's
Anthrax	Puerperal fever	Lassa virus
Chicken pox	Plague	Junin virus
Cholera	Rabies	Machupo virus
Diphtheria	Relapsing fevers	Sabia virus
Dysentery	Rubella	Guanarito virus
Erysipeloid	Scarlet fever	Ebola virus
Legionellosis	Smallpox	Marburg virus
Legionnaires Disease	Tetanus	Crimean-Congo
Leprosy	Toxoplasmosis	haemorrhagic fever virus
Leptospirosis	Tuberculosis	Hanta virus
Lyme Disease	Typhoid fever	Rift Valley fever virus
Malaria	Typhus fever	Yellow fever virus
Measles	Viral hepatitis,	Dengue virus
Meningitis	Whooping cough	
Meningococcal septicaemia	Yellow fever	

Section IV (B) Loss of Revenue

What is covered	What is not covered
<p>Loss of Revenue and Additional Expenditure</p> <p>We will indemnify You in respect of any interruption or interference with the Business resulting from Damage to property used by You at The Premises for the purpose of The Business occurring during the Period of Insurance caused by any of the Insured Contingencies listed under Sections I, II, III, IV(A) and IV(F) as specified in the Policy Schedule</p>	<p>We will not indemnify You under this Section unless</p> <p>(1) There is in force at the time of Damage, an insurance policy covering Your interest in the property at The Premises for the Damage</p> <p>and</p> <p>(2) (i) Payment has been made or liability admitted for such Damage</p> <p>or</p> <p>(ii) payment would have been made or liability would have been admitted for such Damage but for the exclusion of losses below a stated amount in such insurance policy.</p> <p>We will not indemnify You in respect of any Damage resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or other sequence to the loss</p> <p>(a) Terrorism</p> <p>(b) civil commotion in Northern Ireland</p> <p>(c) any action taken in controlling, preventing, suppressing, or in any way relating to (a) and/or (b) above.</p> <p>Terrorism means</p> <p>(i) in respect of Damage occurring in England, Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands) acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence HM Government in the United Kingdom or any other government de jure or de facto</p>

Section IV (B) Loss of Revenue

What is covered	What is not covered
	<p>(ii) in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to</p> <ul style="list-style-type: none"> • the use or threat of force and/or violence and/or • harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means <p>caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.</p> <p>In any action, suit or other proceedings where We allege that any Damage results from Terrorism as defined above and is therefore not covered by this Section, the burden of proving that any such Damage is covered under this Section will be upon You.</p>
<p>Professional Accountant's Charges</p> <p>We will also pay reasonable costs payable by You to Your professional accountants for producing information required under the terms of General Policy Condition 6 (c) Claims Procedure.</p>	

Basis of Settlement

We will pay the Loss in Revenue plus Additional Expenses incurred during the Indemnity Period.

Limit

The Indemnity Period is restricted to the number of months shown in the Schedule as the Maximum Indemnity Period.

The maximum We will pay in respect of any one claim is

- (a) for any Item, the Sum Insured stated in The Schedule
- (b) in aggregate, the Total Sum Insured stated in The Schedule.

Section IV (B) Loss of Revenue

Additional Contingencies

The insurance by this Section is extended to include interruption or interference with The Business during the Period of Insurance, which results from the Additional Contingencies described below.

Provided that

- (1) The Additional Contingencies do not apply in respect of any Extensions to this Section.
- (2) The amounts or limits stated are inclusive of any amounts payable under the provisions of any Clauses applicable to this Section.

The maximum We will pay is the Sum Insured for Loss of Revenue or the Maximum Limit stated against the Additional Contingency below, whichever is the lower.

Definitions

For the purposes of the Cancellation, Postponement, Abandonment and Relocation Costs, Additional Contingency the following definitions apply:

Abandonment: The inability to complete the Event once commenced

Accidental: Sudden, violent, unforeseen and identifiable event.

Accidental Bodily Injury: Injury caused by Accidental and/or violent means.

Cancellation: The inability to proceed with the Event prior to commencement.

Event: Any fundraising event, exhibition or conference organised by You.

Illness: Illness or disease (not resulting from Accidental Bodily Injury) contracted anywhere in the World.

National Mourning: Any day designated by the government as a day of national mourning and which is marked by mourning and memorial activities observed among the majority of a country's populace.

Postponement: The unavoidable deferment of the Event to another time.

Principal Performer: A person whose role in a production is such that, in the reasonable opinion of the theatrical company, his or her absence would result in the performance being unable to take place.

Relocation: The unavoidable transfer of the Event to another venue.

Section IV (B) Loss of Revenue

Additional Contingencies	What is not covered
<p>Action by Police, Government or Other Competent Authority</p> <p>The prevention or restriction of access to, or closure of, the Premises, by any Police, Government or other competent Authority, due to an emergency event within one mile of the boundary of The Premises.</p>	<p>We will not indemnify You in respect of</p> <ol style="list-style-type: none"> (1) any loss in respect of any action taken in controlling, preventing or suppressing the spread of any disease, (2) in respect of any danger or disturbance caused wholly or partly by You, or through Your misconduct, connivance, neglect or omission (3) for an interruption period lasting less than 12 consecutive hours.
<p>Cancellation Postponement Abandonment and Relocation Costs</p> <p>We will indemnify You in respect of Your loss of expenditure, which is otherwise irrecoverable, less any recoveries and savings, following Cancellation Postponement, Abandonment or Relocation of any planned Event situated anywhere in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man as a result of any cause outwith Your control.</p> <p>In respect of</p> <ol style="list-style-type: none"> (1) Weather <ul style="list-style-type: none"> We will only indemnify You for Cancellation, Postponement, Abandonment or Relocation of a planned Event caused by or due to adverse weather where it <ol style="list-style-type: none"> (a) is reasonably deemed by You on the date of the Event to pose serious threat to the safety of those attending (b) results in conditions that any local authority, government organisation or emergency/rescue services consider a serious threat to the safety of those attending the Event (c) prevents You from undertaking the necessary set up time to enable the Event to proceed because access to the Event venue is physically impossible or there is concern for safety of those responsible for set up. 	<p>We will not indemnify You in respect of</p> <ol style="list-style-type: none"> (1) Cancellation, Postponement, Abandonment or Relocation <ol style="list-style-type: none"> (a) caused by <ol style="list-style-type: none"> (i) withdrawal, insufficiency or lack of finance in respect of the Event or inadequate sales or profits or anticipated profits arising from the Event (ii) Your failure to pay, Your financial failure or Your default, insolvency, bankruptcy, liquidation, winding up, administration or any arrangement with Your creditors (iii) inadequate response or support or withdrawal of support by any person, business or organisation or exhibitor other than those stated in (2) Cancellation due to non appearance shown under Relocation of the Definitions (iv) any breach of contract by You or Your Event organiser (v) labour disputes or industrial action (vi) any public transport travel delays or Cancellations (vii) an illegal or unlawful act committed by You, or any Employee or Your Event organiser

Section IV (B) Loss of Revenue

Additional Contingencies	What is not covered
<p>(2) Cancellation due to non appearance. We will only indemnify You in respect of Cancellation of a planned Event as a result of the non appearance of any Principal Performer of the theatrical company if</p> <p>(a) such non appearance is as a direct consequence of Illness of, or Accidental Bodily Injury to, such Principal Performer which prevents him or her, on the advice of a registered medical practitioner, from performing in, or appearing at, any planned Event</p> <p>and</p> <p>(b) no suitable replacement is available.</p> <p>The maximum We will pay in respect of</p> <p>(a) any one day is £1,000</p> <p>(b) any one Period of Insurance is £1,000</p>	<p>(viii) any alterations to, variance at or scheduled work to be carried out at the Event venue which renders the venue and its facilities unusable unless such alterations, variance or scheduled work were unknown by You at the time of booking</p> <p>(ix) Your lack of due care or diligence</p> <p>(x) adverse weather in respect of outdoor or under canvas Events unless agreed by Us</p> <p>(b) as a result of</p> <p>(i) failure to organise necessary licences, authority to hold, permits, visas or other legal requirements prior to the Event</p> <p>(ii) any restrictions imposed by any local authority or rescue/ emergency services unless as stated under (1) (b) shown under Relocation of the Definitions</p> <p>(iii) National Mourning</p> <p>(iv) any restrictions in movements of people or animals in imposition of quarantine due to a Specified Disease or any human infectious disease</p> <p>(2) the first £100 of each and every claim</p> <p>(3) Terrorism as defined in Your policy.</p>

Section IV (B) Loss of Revenue

Additional Contingencies	What is not covered
<p>Subject to the following Condition</p> <p>If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.</p> <p>You must</p> <ol style="list-style-type: none"> (1) in the event of a loss prove to Our reasonable satisfaction that You have paid and are unable to recover the expenditure of a planned Event or You are legally liable to pay such expenditure and are unable lawfully to avoid such liability (2) ensure that any contracts in connection with the Event are in writing and duly executed (3) observe and comply with the requirements of any law, ordinance, court or regulatory body (4) make all necessary arrangements for the successful fulfilment of the Event 	
<p>Essential Personnel</p> <ol style="list-style-type: none"> (1) Death of any of Your ministers or other principals, (2) or total and permanent disablement of any of Your ministers or other principals, which prevents them from attending to their normal occupation <p>due to injury caused by accidental and violent means.</p> <p>We will pay the Additional Expenditure You necessarily and reasonably incur solely to prevent or limit a reduction in Revenue as insured by this Section, during the Indemnity Period which but for such Additional Expenditure would have taken place.</p> <p>The maximum We will pay in respect of any one Period of Insurance is £10,000.</p>	

Section IV (B) Loss of Revenue

Additional Contingencies	What is not covered
<p>Failure of Electricity, Gas, Water or Telephones</p> <p>Accidental failure of Your Supply of</p> <p>(a) electricity, gas or water supplies at the terminal ends of Your suppliers feed to The Premises</p> <p>(b) telecommunications and internet services at the incoming line terminals or receivers at The Premises.</p> <p>The maximum We will pay in respect of any one Period of Insurance will be, in respect of</p> <p>(a) the Sum Insured as stated in the Schedule</p> <p>(b) £10,000 or as stated in the Policy Schedule.</p>	<p>We will not indemnify You in respect of an accidental failure</p> <p>(a) caused by the deliberate act of the supplier including the exercising of their right to withdraw or restrict supply</p> <p>(b) caused by strikes or other industrial action</p> <p>(c) of the water supply or telecommunications caused by drought</p> <p>(d) of telecommunication or internet services caused by atmospheric or weather conditions but this will not exclude failure due to Damage to equipment caused by such conditions</p> <p>(e) of telecommunication or internet services caused by failure of any satellite</p> <p>(f) for a period less than</p> <p>(i) 4 hours in respect of electricity, water or gas supply or</p> <p>(ii) 24 hours in respect of telecommunication or internet services unless as a result of Damage to the land based premises of those suppliers located in Scotland, England, Wales, Northern Ireland, the Channel Islands or the Isle of Man.</p> <p>(iii) lasting more than 7 consecutive days for your supply of electricity, gas or water unless the failure results from Damage to any generating substation, land-based premises, water works or pumping station of Your supplier(s) of electricity, gas or water in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.</p> <p>The maximum We will pay will be £10,000 any one loss and in any one Period of Insurance, for failure resulting from accidental means other than Damage.</p>

Section IV (B) Loss of Revenue

Additional Contingencies	What is not covered
<p>Specified disease, vermin pests and defective sanitation, murder or suicide.</p> <p>(1) the occurrence of a Specified Disease at The Premises or within a 5 mile radius of the boundary of the premises</p> <p>(2) any person contracting an illness caused by food or drink poisoning which is directly attributable to food or drink supplied from The Premises</p> <p>(3) the discovery of an organism at The Premises which is likely to result in any person contracting an illness caused by food or drink poisoning or a Specified Disease</p> <p>(4) (i) the discovery of vermin or pests or (ii) any accident causing defects in the drains or other sanitary arrangements at The Premises</p> <p>(5) any occurrence of murder or suicide at The Premises which restricts their use on the order or advice of the competent authority and directly results in a Loss of Revenue</p> <p>The Maximum Indemnity Period in respect of this Additional Contingency is 3 months.</p>	<p>We will not indemnify You in respect of</p> <p>(a) any costs incurred in cleaning, repair, replacement, recall or checking of property</p> <p>(b) any claim arising directly or indirectly from an occurrence of Legionellosis or Legionnaires Disease if You have failed to comply at all times with the Health & Safety Commissions Approved Code of Practice, 'The Prevention and Control of Legionellosis (including Legionnaires Disease)' Ref ISBN-0-7176-1772-6 or any supplementary replacement or amending Code of Practice.</p>

Extensions

The insurance by this Section is extended to include Damage during the Period of Insurance at The Premises or situations or to the property described below by any Insured Contingency stated in the Schedule as applying to this Section, resulting in interruption or interference with The Business.

The maximum We will pay is the Sum Insured for Loss of Revenue or the Maximum Limit stated against the Extension below, whichever is the lower. The amounts or limits stated are inclusive of any amounts payable under the provisions of any Clauses applicable to this Section.

Section IV (B) Loss of Revenue

Extension	What is not covered
<p>Prevention of Access</p> <p>Property within one mile of the boundary of The Premises which physically prevents or restricts access to or use of The Premises.</p> <p>The maximum We will pay in respect of any one Period of Insurance will be £50,000 or the Sum Insured for Loss of Revenue whichever is lower or an amount specified against this Extension as stated in the Policy Schedule.</p>	<p>We will not indemnify You in respect of any interruption or interference lasting less than 12 consecutive hours.</p>
<p>Second Hand and Donated Stock and materials in trade</p> <p>In the event of Damage to stock and materials in trade at The Premises, which has been donated to You and is insured under the Contents Section of the Policy; whether or not such stock and materials in trade is replaced, We will indemnify You up to the potential revenue which would otherwise be earned by You from such donated stock and materials in trade based on Your sales records and accounts for the same 12 month period.</p> <p>The maximum We will pay under this Extension will be £5,000 or as stated in the Policy Schedule.</p>	
<p>Archaeological Digs</p> <p>We will indemnify You for additional Loss of Revenue or Additional Expenditure 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 maximum We will pay in one Period of Insurance is £25,000</p>	

Section IV (B) Loss of Revenue

Extension	What is not covered
<p>Completion of Voluntary Work</p> <p>We will indemnify You for the cost of employing a contractor to complete minor works of maintenance, repair or redecoration at the Premises when the work having been commenced by a volunteer, cannot be completed by the expected date because the volunteer has sustained Accidental Bodily Injury which prevents the volunteer from working.</p> <p>The maximum We will pay any one claim is £1,000</p> <p>Note: Accidental Bodily Injury is defined in Section IV(M) Personal Accident</p>	<p>(i) Accidental Bodily Injury suffered other than whilst acting under Your authority and engaged on Your Business.</p> <p>(ii) Accidental Bodily Injury resulting from any cause listed in “What is not covered” in Section IV(M) Personal Accident</p>
<p>Event Locations</p> <p>(a) Any situation where You are holding a fundraising event, exhibition or other activity at any premises in the European Economic Area</p> <p>(b) Damage to Your property at or while in transit to or from any such situation</p> <p>The maximum We will pay in respect of any one claim is £10,000.</p>	
<p>Unspecified Suppliers</p> <p>Any premises of Your contracted suppliers of goods and or services within England, Wales, Scotland, Northern Ireland, Channel Islands or the Isle of Man.</p> <p>We will not indemnify You in respect of Damage at any premises of suppliers of electricity, gas, water or telecommunications services.</p> <p>The maximum We will pay under this Extension will be £10,000 or as stated in The Schedule.</p>	

Section IV (F) Theft

Guidance Note (not forming part of the Policy)

This Section forms part of the standard package and extends cover for theft or attempted theft. The Policy Schedule will show the items being covered and their sums insured.

What is covered	What is not covered
<p>Theft or Attempted Theft</p> <p>We will indemnify You up to the sums insured described in the Policy Schedule in respect of Damage to the Property Insured during the Period of Insurance</p> <p>(1) in The Premises by Theft or attempted theft.</p> <p>(2) Damage to the Buildings at The Premises for which you are responsible for the repairs, by Theft or attempted Theft involving entry or exit from The Premises by forcible and violent means.</p> <p>(3) by Theft involving violence or threat of violence to You, Your Authorised Volunteers, Trustees or Employees.</p>	<p>We will not indemnify You in respect of theft or attempted theft of Insured Property</p> <p>(a) consisting of Communion Ware, rare books and works of art, furs, curios and antiques, jewellery or precious stones, and Money unless they are contained within a securely locked cabinet or safe within a locked part of the Premises.</p> <p>(b) in any part of the Premises not occupied by You in connection with The Business.</p> <p>(c) in yards, open sided buildings, compounds, or other open spaces unless specifically mentioned in the Policy Schedule.</p> <p>(d) when the Premises are Unoccupied.</p> <p>(e) caused by or consisting of acts of fraud or dishonesty.</p> <p>(f) caused by or consisting of disappearance, unexplained or inventory shortage or misfiling, misplacing of information or clerical error.</p> <p>(g) consisting of</p> <ul style="list-style-type: none"> (i) Stocks of non-ferrous metals (ii) securities and bonds (iii) furs (iv) explosives (v) hazardous goods (vi) Bullion <p>unless specifically mentioned as insured in the Policy Schedule.</p> <p>(h) Where You, Your Authorised Volunteers, Trustees or Employees are involved as principal or accessory</p> <p>(i) caused by any person lawfully in The Premises.</p>

Section IV (F) Theft

What is covered	What is not covered
	<p>(j) loss of Data and any Damage to Computer and Electronic Equipment or Failure resulting directly or indirectly from, or in connection with a</p> <ul style="list-style-type: none"> (i) Virus or Similar Mechanism (ii) Denial of Service Attack (iii) Unauthorised access to or use of Computer and Electronic Equipment. <p>(k) The amount of any Excess applicable to this Section.</p>
<p>Changing Locks</p> <p>Damage in respect of the cost of changing locks at the Premises following loss of keys, including safe keys, by theft or attempted theft from</p> <ul style="list-style-type: none"> (1) The Premises (2) Your Home or the homes of Your Authorised Volunteers, Trustees, and Employees, or whilst in Your or their custody following theft involving violence or threat of violence to You or them. <p>If the keys belong to a safe they must be</p> <ul style="list-style-type: none"> (i) removed from the Premises overnight (ii) kept in a secure place away from the safe when You or Your Authorised Volunteers, Trustees, and Employees occupy The Premises. <p>The maximum We will pay in respect of any one loss is £5,000.</p>	

Section IV (F) Theft

Basis of Claims Settlement – Reinstatement

In the event of Damage to Your Contents, the basis upon which We will calculate the amount We will pay in respect of any claim will be the reinstatement of the property destroyed or damaged subject to the following conditions.

- (1) Where the Property Insured is
 - (a) destroyed, We will pay for its replacement by similar property in a condition as good as, but not better or more extensive than its condition when new,
 - (b) damaged, We will pay for the replacement or repair of the damaged property to a condition as good as, but not better than or more extensive than its condition when new, however, We will not pay more than We would have done if the property had been completely destroyed.
- (2) Where Computers and Electronic Office Equipment are insured by this Section and such property is
 - (a) lost or destroyed beyond economic repair, We will pay for its replacement by new Computer or Electronic Office Equipment of equal performance and/or capacity but if this is not possible, by Computer or Electronic Office Equipment of the nearest higher performance and/or capacity,
 - (b) damaged, if an economic repair is possible, We will pay for the repair of the Computer or Electronic Office Equipment, to its condition when new, however We will not pay more than We would have done if the Computer or Electronic Office Equipment had been completely destroyed.
- (3) The Work of Reinstatement must begin and be carried out as quickly as possible.
- (4) The Basis of Settlement will be amended to Indemnity
 - (a) in respect of stock and materials in trade, motor vehicles or any pedal cycles or personal effects included within the Contents item
 - (b) If You do not incur the cost of replacing or repairing the property
 - (c) If You, or someone acting on Your behalf, have insured the Contents under another policy which does not have a similar basis of reinstatement
 - (d) If You do not comply with any of the terms of this clause.
- (5) The following condition of Average will apply.

If the Sum Insured at the time the Damage occurred is less than 85% of the amount necessary to replace the whole of the Property Insured at the time of replacement, You will be liable to bear a proportionate share of the loss.

Section IV (F) Theft

Basis of Settlement – Indemnity

In the event of Damage to the property, if the Reinstatement Basis of Settlement is not to apply, the basis upon which We will calculate the amount We will pay in respect of any claim will be

(1) the cost of replacement or repair of the property destroyed or damaged to a condition as good as, but not better or more extensive than their condition immediately prior to the Damage

or at Our option

(2) the reduction in value of the Property Insured.

The following condition of Average will apply.

If the Sum Insured at the time of the Damage is less than the total value of the Property Insured You will

(a) be responsible for the difference

(b) bear a proportionate share of the loss.

Stock and Donated Stock

In the event of Damage to stock or donated stock indemnity shall be based on the costs to replace the stock at the time of the Damage less any allowance for deterioration, depreciation, obsolescence or depletion.

Second Hand Goods

In the event of Damage to second hand goods indemnity shall be based on the purchase price or market value whichever is the less. You must ensure that a record of the purchase price together with invoices and receipts are kept.

Data or Documents

We will pay the value of the physical materials with the clerical costs or computer time needed to reproduce the electronic data or documents. Not included are a) the costs of finding any information needed for the reproduction of electronic data or documents, and; b) the value to You of the electronic data or the information in the documents.

Matching Sets

We will not pay for the cost of replacing any undamaged item which forms part of a set, or suite or any other item of a uniform nature, colour or design, including carpets when Damage occurs to as specific part and replacements cannot be matched.

Limits

The most that is payable for any claim under this Section, is the sum insured shown in the Policy Schedule plus any applicable index linking.

Section IV (G) Glass

Guidance Note (not forming part of the Policy)

This Section forms part of the standard package and provides cover to your fixed glass including stained, and leaded glass for accidental damage.

What is covered	What is not covered
<p>Glass</p> <p>We will indemnify You if during the Period of Insurance there is Damage to glass at Your Premises as a result of;</p> <p>(1) accidental breakage (including the cost of boarding up) of glass at the Premises</p> <p>(2) (a) Damage at The Premises to</p> <p style="padding-left: 20px;">(i) contents of display windows</p> <p style="padding-left: 20px;">(ii) window and door frames</p> <p style="padding-left: 20px;">(b) the cost of removing and reinstating obstructions to replacing glass</p> <p style="padding-left: 20px;">(c) the cost of replacing alarm foil, lettering, painting, embossing, silvering</p> <p>occurring during the Period of Insurance.</p> <p>(3) breakage of fixed</p> <p style="padding-left: 20px;">(a) washhand basins, pedestals, baths, sinks</p> <p style="padding-left: 20px;">(b) lavatory bowls, bidets, cisterns</p> <p style="padding-left: 20px;">(c) shower trays, splashbacks at the Premises.</p>	<p>We will not indemnify You in respect of</p> <p>(a) Damage to glass in</p> <p style="padding-left: 20px;">(i) light fittings</p> <p style="padding-left: 20px;">(ii) signs</p> <p style="padding-left: 20px;">(iii) stock and materials in trade or goods in trust</p> <p style="padding-left: 20px;">(iv) vehicles</p> <p style="padding-left: 20px;">(v) vending machines.</p> <p>(b) Damage to glass caused by scratching, gradual deterioration or wear and tear, or change in colour or finish.</p> <p>(c) breakage of glass</p> <p style="padding-left: 20px;">(i) while the Premises are Unoccupied</p> <p style="padding-left: 20px;">(ii) in transit or while being fitted</p> <p style="padding-left: 20px;">(iii) by workmen carrying out alterations or repairs to The Premises.</p> <p>(d) The amount of any Excess applicable to this Section.</p>

Section IV (I) Money and Personal Accident Assault

Guidance Note (not forming part of the Policy)

This Section forms part of the standard package and extends cover to include Money belonging to the church or for which You are responsible in connection with the Business. The standard package includes 1 unit of cover. You can add further units if You require (up to a maximum) and each unit provides cover up to certain specified limits. The Policy Schedule will show the actual number of units in force.

A single unit provides cover for Cash and other negotiable items; in transit; on the premises during working hours; in bank night safe; at the private residence of an authorised person for £2000. Personal Assault Cover is included when a unit is purchased for the limits shown in the definition below.

Certain other cover is provided for fixed amounts i.e. they do not vary if additional units are purchased. Crossed cheques and other non-negotiable items for £500,000, Money in collection tins for £100 any one claim, and £500 any one Period of Insurance is included. Damage to clothing and personal effects caused by theft or attempted theft of money for £500 is also included.

Definitions

Business Hours: Your normal working hours and any other period during which You or any of Your Authorised Volunteers, Trustees and Employees, entrusted with Money is on the Premises in connection with the Business.

Insured Person: You or Your Authorised Volunteers, or Trustees, or Employees.

Loss of Hearing: Total and permanent loss of hearing in one or both ears.

Loss of Limb: In respect of

- (1) an arm
 - (a) physical severance of all four fingers,
or
 - (b) total and permanent loss of use of an entire hand or arm
at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand)
and/or
- (2) a leg
 - (a) physical severance
or
 - (b) total permanent loss of use of an entire leg
at or above the talo-tibial joint (the ankle).

Loss of Sight: Includes total and permanent loss of sight which will be deemed to have occurred

- (1) in both eyes when the Insured Person's name has been added to the register of blind persons on the authority of a fully qualified ophthalmic surgeon specialist
- (2) in one eye when the degree of sight is 3/60 or less on the Snellen Scale (which means the Insured Person is only able to see at three feet that which they should normally be able to see at 60 feet) and We are satisfied that the condition is permanent and without expectation of recovery.

Loss of Speech: Total and permanent loss of speech.

Section IV (I) Money and Personal Accident Assault

Permanent Total Disablement: Permanent disablement (other than Loss of Hearing, Loss of Limb, Loss of Sight or Loss of Speech) which wholly prevents the Insured Person from engaging in or giving attention to their usual occupation, and lasts without interruption for more than 12 months from the date of the accident, and in all probability will continue for the remainder of the Insured Person's life.

Temporary Partial Disablement: Disablement which prevents the Insured Person from attending to a substantial part of their usual occupation.

Temporary Total Disablement: Disablement which entirely prevents the Insured Person from engaging in their usual occupation.

Units of Cover:

In respect of **Money** each Unit includes

- (a) Crossed cheques and other non-negotiable items for a fixed limit of £500,000.
- (b) the number of units shown in the schedule multiplied by £2,000 for Money
 - (i) in transit
 - (ii) in the custody of collectors for 24 hours from the time they receive it or until the next working day whichever is later
 - (iii) on contract sites while You or Your Authorised Volunteers, Trustees, and Employees, are working there
 - (iv) on the Premises
 - (v) at Your home or that of Your Authorised Volunteers, Trustees, and Employees,
 - (vi) in a bank night safe until removed by the bank.
- (c) Money in vending or gaming machines on the Premises for a fixed limit of £500.
- (d) Money in collection tins or boxes anywhere in Scotland, England, Wales, Northern Ireland, the Channel Islands and the Isle of Man for a fixed limit of £100 any one loss and £500 in any one period of insurance (this limit does not change irrespective of the number of units purchased).
- (e) Phone cards to the value of £250 any one loss and in any one period of insurance (this limit does not change irrespective of the number of units purchased).

In respect of **Personal Assault** the Contingencies are as follows and the Benefits for a single unit of cover are as shown

- (a) Death occurring within 24 months of Bodily Injury, £10,000.
- (b) Loss of Hearing and/or Loss of Sight and/or Loss of Speech or one or more limbs within 24 months of Bodily injury £10,000.
- (c) Loss of Limb occurring within 24 months of Bodily Injury £10,000.
- (d) Permanent Total Disablement within 24 months of Bodily Injury £100 per week, subject to a maximum of 104 weeks.
- (e) Temporary Total Disablement within 24 months of Bodily Injury £100 per week, subject to a maximum of 104 weeks.
- (f) Temporary Partial Disablement within 24 months of Bodily Injury £50 per week, subject to a maximum of 104 weeks.

Section IV (I) Money and Personal Accident Assault

Money

What is covered	What is not covered
<p>Money</p> <p>We will indemnify You in respect of loss of Money in accordance with the number of units shown in Your Policy Schedule if during the period of insurance You suffer a loss of Money which</p> <p>(a) belongs to You, or (b) You are responsible for</p> <p>in connection with the Business.</p> <p>We will indemnify You in respect of the cost of replacement or repair following loss of or damage to any</p> <p>(a) safe or strongroom at The Premises (b) case, bag or waistcoat used for carrying Money</p> <p>following theft or attempted theft of Money occurring during the Period of Insurance.</p>	<p>We will not indemnify You in respect of</p> <p>(a) loss or shortages due to</p> <p>(i) clerical or accounting errors or omissions (ii) accountancy depreciation (iii) currency fluctuation consequential loss of any kind.</p> <p>(b) loss due to the fraud or dishonesty of</p> <p>(i) any Authorised Volunteers, Trustees, or Employee of Yours which is not discovered within seven working days of the loss (ii) more specifically insured elsewhere.</p> <p>(c) loss from any Unattended Vehicle.</p> <p>(d) loss or damage arising outside Scotland, England, Wales, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man.</p> <p>(f) loss resulting directly or indirectly from</p> <p>(i) forgery (ii) fraudulent alteration or substitution (iii) fraudulent use of a computer or electronic transfer.</p> <p>(g) loss resulting from use of any form of payment which proves to be</p> <p>(i) counterfeit (ii) false (iii) invalid (iv) Uncollectible (v) irrecoverable for any reason.</p> <p>(h) loss of Money resulting directly or indirectly from, or in connection with</p> <p>(i) Virus or Similar Mechanism (ii) Denial of Service Attack (iii) unauthorised access to or use of Computer and Electronic Equipment.</p> <p>(i) The amount of any Excess applicable to Your Policy.</p>

Section IV (I) Money and Personal Accident Assault

What is covered	What is not covered
	<p>(j) any loss of Money resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss</p> <ul style="list-style-type: none"> (a) Terrorism (b) civil commotion in Northern Ireland (c) any action taken in controlling, preventing, suppressing, or in any way relating to (a) and/or (b) above. <p>Terrorism means</p> <ul style="list-style-type: none"> (i) in respect of loss of Money occurring in England, Wales and Scotland only but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands, acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence HM Government in the United Kingdom or any other government de jure or de facto (ii) in respect of loss of Money occurring in any territory not specified in (i) above any act or acts including but not limited to <ul style="list-style-type: none"> ■ the use or threat of force and/or violence, and/or ■ harm or damage to life or to property or the threat of such harm or damage including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means <p>caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.</p> <p>In any action, suit or other proceedings where We allege that any damage results from Terrorism as defined above and is therefore not covered by this Section, the burden of proving that any such damage is covered under this Section will be upon You.</p>

Section IV (I) Money and Personal Accident Assault

Extensions

The insurance by this Section is extended as follows subject otherwise to all the terms and conditions of the Policy.

What is covered	What is not covered
Fundraising Events The money limits (b) (i) to (vi) and (d) are increased by 100% for the period two days before to seven days after a fundraising event.	
Clothing and Personal Belongings Loss of or damage to clothing and personal belongings owned by You or any of Your Authorised Volunteers, Trustees, or Employees, following theft or attempted theft involving violence or threat of violence which arises in connection with The Business. The maximum Insurers will pay for any one person is £500, irrespective of the number of units purchased.	

Conditions

If in relation to any claim in respect of loss of Money in transit You have failed to fulfill any of the following conditions, You will lose Your right to indemnity or payment for that claim.

Records and Key Security

You must

- (1) keep a complete record of Money in a secure place other than in a safe or strongroom containing Money
- (2) ensure that outside Business Hours, the safe or strongroom is kept locked and the keys are removed from the Premises unless the Premises are occupied by You or Your Authorised Volunteers, Trustees, or Employees, in which case the keys must be kept in a secure place away from any safe or strongroom.
- (3) ensure that whenever the Premises are closed for business or left unattended, all security devices to protect the Premises are properly fitted and put into full operation.

Section IV (I) Money and Personal Accident Assault

Personal Assault

What is covered	What is not covered
<p>Personal Assault</p> <p>We will pay to You, or Your personal representatives compensation for bodily injury suffered as a result of theft or attempted theft, involving violence or threat of violence, which occurs in the course of The Business during the Period of Insurance and solely, directly and independently of any other cause results in any of the Contingencies defined in accordance with the number of units shown in Your Policy Schedule.</p>	
<p>Medical and Dental Expenses</p> <p>Where compensation is payable for Contingency (e) or (f), We will pay up to 15% of this amount in respect of medical and/or dental expenses which have been incurred in respect of the Insured Person.</p>	

Conditions

Amounts Payable

- (1) We will pay
 - (a) the compensation in accordance with the number of Units as stated in the Schedule
 - (b) weekly compensation at four weekly intervals
 - (c) compensation under contingencies (e) and (f) for a maximum of two years from the date that the disablement started.
- (2) Weekly compensation being paid for the same injury will end if We pay compensation under any of Contingencies (a) to (d).
- (3) Insurance will end for the Insured Person if We pay compensation under any of contingencies to (d).

Medical Evidence:

- (1) We may, at Our option, arrange for a claimant to undergo a medical examination, or in the event of death a post mortem examination.
- (2) You or Your legal representative will supply to Us, at Your expense, any
 - (i) certificate
 - (ii) information
 - (iii) evidencein the format We require.

Section IV (M) Personal Accident

Guidance Note (not forming part of the Policy)

This Section forms part of the standard package and extends cover to include personal accident cover for any of Your Authorised Volunteers, Trustees and Employees. The standard package includes cover for a single unit for the limits specified below. These limits may be extended upon request. The Policy Schedule will show the number of units in force.

The cover provided is only whilst the person is undertaking the Business of Your church.

Definitions

Accidental Bodily Injury: Injury caused by accidental and/or violent means occurring within 24 months from the date of the accident by which such injury is caused.

Insured Person: You or Your Authorised Volunteers, or Trustees, or Employees aged between 16 and 80 years of age.

Loss of Hearing: Total and permanent loss of hearing in one or both ears.

Loss of Limb: In respect of

- (1) an arm
 - (a) physical severance of all four fingers,
or
 - (b) total and permanent loss of use of an entire hand or arm
at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand)
and/or
- (2) a leg
 - (a) physical severance
or
 - (b) total permanent loss of use of an entire leg
at or above the talo-tibial joint (the ankle).

Loss of Sight: Includes total and permanent loss of sight which will be deemed to have occurred

- (1) in both eyes when the Insured Person's name has been added to the register of blind persons on the authority of a fully qualified ophthalmic surgeon specialist
- (2) in one eye when the degree of sight is 3/60 or less on the Snellen Scale (which means the Insured Person is only able to see at three feet that which they should normally be able to see at 60 feet) and We are satisfied that the condition is permanent and without expectation of recovery.

Loss of Speech: Total and permanent loss of speech.

Section IV (M) Personal Accident

Temporary Total Disablement: Disablement which entirely prevents the Insured Person from engaging in their usual occupation.

Permanent Total Disablement: Permanent disablement (other than Loss of Hearing, Loss of Limb, Loss of Sight or Loss of Speech) which wholly prevents the Insured Person from engaging in or giving attention to their usual occupation which lasts without interruption for more than 12 months from the date of the accident, and in all probability will continue for the remainder of the Insured Person's life.

Temporary Partial Disablement: Disablement which prevents the Insured Person from attending to a substantial part of their usual occupation.

Units of Cover: In respect of **Personal Assault** the Contingencies are as follows and the Benefits for a single unit of cover are as shown

- (a) Death occurring within 24 months of Bodily Injury, £10,000.
- (b) Loss of Hearing and/or Loss of Sight and/or Loss of Speech or one or more limbs within 24 months of Bodily injury £10,000.
- (c) Loss of Limb occurring within 24 months of Bodily Injury £10,000.
- (d) Permanent Total Disablement within 24 months of Bodily Injury £100 per week, subject to a maximum of 104 weeks.
- (e) Temporary Total Disablement within 24 months of Bodily Injury £100 per week, subject to a maximum of 104 weeks.
- (f) Temporary Partial Disablement within 24 months of Bodily Injury £50 per week, subject to a maximum of 104 weeks.

What is covered	What is not covered
<p>Personal Accident</p> <p>We will pay compensation to You, or Your personal representatives, if any Insured Person, during the Period of Insurance suffers Accidental Bodily Injury whilst engaged on Your Business which, solely, directly, and independently of any other cause results in any of the Contingencies defined in accordance with the number of Units specified in Your Policy Schedule.</p>	<p>We will not pay compensation for Accidental Bodily Injury directly or indirectly caused by:</p> <ol style="list-style-type: none"> (1) <ol style="list-style-type: none"> (a) a gradually operating cause (b) suicide or attempted suicide (c) deliberate exposure to danger (except in an attempt to save human life) (d) the Insured Person's own criminal act (e) the Insured Person being in a state of insanity (f) flying or other aerial activities (except while travelling as a passenger on a recognised airline) (g) pregnancy or childbirth. (2) the Insured Person practising for or taking part in: <ol style="list-style-type: none"> (a) mountaineering or rock climbing requiring use of ropes or guides (b) pot-holing (c) winter sports

Section IV (M) Personal Accident

What is covered	What is not covered
	<p>(d) any kind of racing (except foot races)</p> <p>(e) speed or time trials</p> <p>(f) naval military or air force service or operations.</p> <p>(3) the effects of alcohol or drugs (other than drugs prescribed by a doctor).</p> <p>(4) any treatment for drug addiction.</p> <p>(5) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event</p> <p>(a) Terrorism</p> <p>(b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above</p> <p>except as stated in Special Provision – Terrorism below.</p> <p>In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with 5(a) and/or 5(b) above regardless of any other contributory cause or event is not covered under this Section (or is covered only up to a specified limit) the burden of proving that any such consequence is covered (or is covered beyond that limit) under this Section shall be upon You.</p> <p>Special Provision – Terrorism</p> <p>Subject otherwise to the terms of the policy Neither of the exclusions 5(a) or 5(b) above shall apply to this Section provided that the total amount payable in respect of all losses arising out of any one occurrence shall not exceed the lesser of</p> <p>(i) any limits amounts payable or maximum accumulation stated in The Schedule or</p> <p>(ii) £1,000,000</p> <p>In the event of a claim exceeding the total amount payable under this Special Provision Our liability in respect of each Insured Person claimed for shall be proportionately reduced until the total does not exceed such total amount payable.</p>

Section IV (M) Personal Accident

Extensions

The insurance by this Section is extended as follows subject otherwise to all the terms and conditions of the Policy.

What is covered	What is not covered
<p>Medical Expenses</p> <p>When We pay compensation under contingencies (e) or (f), We will also pay up to 30% of this amount in respect of medical expenses incurred, subject to a maximum of £10,000 in respect of any one Insured Person.</p>	
<p>Pulpit Supplies</p> <p>We will indemnify You in the event that the usual speaker from within Your church is unable to take Your Sunday service due to Accidental Bodily Injury as defined in 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>The maximum payable is</p> <p>(1) £100 per Sunday</p> <p>(2) £1,000 in any one Period of Insurance.</p>	

Conditions

Amounts Payable

- (1) We will pay
 - (a) the compensation in accordance with the number of Units as stated in the Schedule
 - (b) weekly compensation at four weekly intervals
 - (c) compensation under contingencies (e) and (f) for a maximum of two years from the date that the disablement started.
- (2) Weekly compensation being paid for the same injury will end if We pay compensation under any of Contingencies (a) to (d).
- (3) Insurance will end for the Insured Person if We pay compensation under any of contingencies (a) to (d).

Medical Evidence:

- (1) We may, at Our option, arrange for a claimant to undergo a medical examination, or in the event of death a post mortem examination.
- (2) You or Your legal representative will supply to Us, at Your expense, any
 - (i) certificate
 - (ii) information
 - (iii) evidencein the format We require.

Section IV (R) Legal Liabilities

Guidance Note (not forming part of the Policy)

This Section forms part of the standard package and extends cover to include the legal liabilities of the church. The Policy Schedule will show the Limits of Indemnity applying under each operative cover.

Employers Liability is a compulsory insurance class of business.

Definitions

Bodily Injury: Bodily injury including death, illness, disease or nervous shock.

Compensation: Damages, including interest.

Costs and Expenses: (1) Fees for The Insured's legal representation at (a) any Coroner's Inquest or Fatal Accident Inquiry, (b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty which may be the subject of indemnity under this Policy, and/or (2) costs and expenses, incurred with Our written consent (3) Any claimant's legal costs for which The Insured is legally liable. All in connection with any event which is or may be the subject of indemnity under this Section.

Damage: Physical loss, destruction or damage.

Insured:

- (1) You
- (2) Your personal representatives in respect of legal liability You incur
- (3) At Your request
 - (a) any director, partner, Authorised Volunteer, Trustee, or Employee of Yours
 - (b) the officers, committees and members of Your
 - (i) canteen, social, sports, educational and welfare organisations
 - (ii) first aid, fire, security and ambulance services in their respective capacities as such
 - (c) any principal for whom You are carrying out a contract to the extent required by the contract conditions
 - (d) those who hire plant to You to the extent required by the hiring conditions
or the personal representative of any of these persons in respect of legal liability for which You would have been entitled to indemnity if the claim had been made against You.

Each indemnified party will be subject to the terms of this Section so far as they apply.

The total amount which We will pay will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified

Personal Injury: (1) Bodily Injury. (2) Wrongful arrest, detention or imprisonment; eviction; or accusation of shoplifting.

Pollution or Contamination: (1) Pollution or contamination of buildings or other structures or of water or land or the atmosphere and (2) all loss, Damage to Property and Bodily Injury directly or indirectly caused by such pollution or contamination.

Section IV (R) Legal Liabilities

Products Supplied: Anything which is (1) manufactured, sold, supplied, processed, altered or treated, (2) repaired, serviced or tested, (3) installed, constructed, erected or transported by You or on Your behalf and which is no longer in the custody or control of The Insured.

Property: Material property.

Terrorism: Any act or acts including but not limited to

- (1) the use or threat of force and/or violence
and/or
- (2) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means.

The Defined Territories: Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or offshore installations within the Continental Shelf around such territories.

The Territorial Limits: Anywhere in the world in connection with The Business conducted by You from premises within The Defined Territories. We will not provide indemnity in respect of Bodily Injury to any Employee engaged by You outside The Defined Territories for the purpose of work by any such Employee outside The Defined Territories.

The Works: All works completed or to be completed by You or on Your behalf including (1) all materials incorporated or to be incorporated, (2) plant, tools, equipment and temporary buildings used or to be used for the period during which You are responsible under contract conditions.

Cover 1 Employers' Liability

What is covered	What is not covered
<p>Employers' Liability</p> <p>We will indemnify You against Your legal liability to pay Compensation and Costs and Expenses, in respect of Bodily Injury caused during the Period of Insurance, to any Employee arising out of and in the course of employment by You in The Business within The Territorial Limits.</p> <p>The maximum We will pay is The Limit of Indemnity.</p>	<p>We will not provide indemnity in respect of</p> <ul style="list-style-type: none"> (1) work in or on and travel to, from or within any offshore accommodation, exploration, drilling or production rig or platform or support vessel. (2) Bodily Injury sustained by any Employee when such person is <ul style="list-style-type: none"> (a) carried in or upon a vehicle (b) entering or getting on to, or alighting from, a vehicle where any road traffic legislation requires insurance or security. (3) <ul style="list-style-type: none"> (a) liquidated damages (b) penalty clauses (c) fines (d) aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory or other non-compensatory damages.

Section IV (R) Legal Liabilities

What is covered	What is not covered
	<p>(4) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event</p> <p>(a) Terrorism</p> <p>(b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above</p> <p>except as stated in Special Provision – Terrorism below.</p> <p>In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (4)(a) and/or (4)(b) above regardless of any other contributory cause or event is not covered under this Section (or is covered only up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) under this Section shall be upon You.</p> <p>Special Provision – Terrorism</p> <p>Subject otherwise to the terms of the Policy</p> <p>Neither of the exclusions in (4)(a) and (4)(b) above shall apply to the Employers' Liability Section but the Limit of Indemnity for the purpose of this Special Provision is limited to £5,000,000 including Costs and Expenses.</p>

Extensions to Cover 1 – Employers' Liability

Extensions to this Section, each of which is subject to the terms of this Policy.

What is covered	What is not covered
<p>Contractual Liability</p> <p>We will indemnify You in respect of accidental Bodily Injury or Damage to Property imposed on You solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in Us.</p>	<p>We will not provide indemnity in respect of any agreement for or including the performance of work outside The Defined Territories.</p>

Section IV (R) Legal Liabilities

What is covered	What is not covered
<p>Cross Liabilities</p> <p>We will indemnify each party named as The Policyholder in the Policy Schedule as if a separate Policy had been issued to each.</p> <p>The total amount payable will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.</p>	
<p>Corporate Manslaughter and Corporate Homicide Act 2007.</p> <p>We will indemnify You in respect of</p> <ol style="list-style-type: none"> (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals (2) costs of prosecution awarded against You which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007. 	<p>We will not provide indemnity</p> <ol style="list-style-type: none"> (1) unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within The Defined Territories and in connection with The Business. (2) in respect of proceedings which <ol style="list-style-type: none"> (a) result from any deliberate act or omission by You (b) relate to any Employee. (3) in respect of any <ol style="list-style-type: none"> (a) fines (b) remedial or publicity orders or any steps required to be taken by such orders. (4) where indemnity is provided by another insurance Policy.
<p>Legal Expenses arising from Health and Safety Legislation</p> <p>We will indemnify You in respect of</p> <ol style="list-style-type: none"> (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals (2) costs of prosecution awarded against You which arise from any health and safety inquiry or criminal proceedings for any breach of the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978. 	<p>We will not provide indemnity</p> <ol style="list-style-type: none"> (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within The Defined Territories and in connection with The Business. (2) in respect of proceedings which <ol style="list-style-type: none"> (a) result from any deliberate act or omission by You (b) relate to the health and safety of any Employee. (3) where indemnity is provided by another insurance Policy.

Section IV (R) Legal Liabilities

What is covered	What is not covered
<p>Our Right of Recovery</p> <p>The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Isle of Man or the Chanel Islands. However You will repay to Us all sums We would not have been liable to pay but for the provisions of such law.</p>	
<p>Payment for Court Attendance</p> <p>We will compensate You if, at Our request, You, any director, partner, Authorised Volunteer, Trustee, or Employee of Yours, is attending court as a witness in connection with a claim for which You are entitled to indemnity.</p> <p>The maximum payable for</p> <ol style="list-style-type: none"> (1) You, each director or partner is £500 per day. (2) each Employee is £250 per day. 	
<p>Unsatisfied Court Judgments</p> <p>We will, at Your request, pay any Employee or his or her personal representative, the amount of damages and costs awarded to such person as a result of a judgment which has been obtained for Bodily Injury against any company registered in or any individual domiciled in The Defined Territories and which remain unpaid six months after the date of such judgment.</p> <p>Payment will be made where</p> <ol style="list-style-type: none"> (1) the Bodily Injury was caused during any Period of Insurance to the Employee arising out of and in the course of employment by You in the Business, and (2) the judgment was obtained in a court within The Defined Territories, and (3) there is no appeal outstanding to the judgement. <p>Any payment under this extension is conditional upon the judgement being assigned to Us by the Employee, or their personal representative.</p>	

Section IV (R) Legal Liabilities

Limit of Indemnity

The maximum amount stated in the Schedule, including Costs and Expenses, which We will pay in respect of any one claim or series of claims against the Insured arising out of one cause.

Section IV (R) Legal Liabilities

Cover 2 Public and Products Liability

What is covered	What is not covered
<p>Public and Products Liability</p> <p>We will indemnify You against Your legal liability to pay Compensation and Costs and Expenses, in respect of;</p> <ul style="list-style-type: none"> (a) accidental Bodily Injury, (b) accidental Damage to Property, (c) obstruction, trespass, nuisance or interference with any right of way, air, light or water <p>which arises in connection with The Business and which happens during the Period of Insurance and within the Territorial Limits.</p> <p>The maximum We will pay is The Limit of Indemnity and any Costs and Expenses.</p> <p>However, in respect of any claim brought in</p> <ul style="list-style-type: none"> (1) the United States of America or any territory within its jurisdiction (2) Canada <p>the maximum We will pay, inclusive of costs and expenses, is the Limit of Indemnity.</p>	<p>We will not provide indemnity in respect of</p> <ul style="list-style-type: none"> (1) Personal Injury to any Employee arising out of and in the course of employment by You in The Business. (2) the ownership, possession or use of any <ul style="list-style-type: none"> (a) aircraft, aerial device or hovercraft (b) watercraft exceeding eight metres in length (c) motor vehicle, trailer or plant in circumstances where compulsory insurance or security is required by any road traffic legislation other than <ul style="list-style-type: none"> (i) where described in the Motor Contingent Liability Clause (ii) the loading or unloading of any such vehicle, trailer or plant where indemnity is not provided by another insurance Policy. (3) Damage to Property <ul style="list-style-type: none"> (a) which You own or is loaned, leased, hired or rented to You (b) which is held in trust or in the custody or control of You or any other party who is carrying out work on Your behalf other than in the circumstances described in the Hired or Rented Premises extension, the Employees' and Visitors' Personal Belongings extension or the Buildings Temporarily Occupied extension (c) which requires to be insured under the terms of Clause 6.5.1 of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or a clause of similar intent under other contract conditions. (4) Damage to or the cost incurred by anyone in repairing, removing, replacing, reapplying, rectifying or reinstating: <ul style="list-style-type: none"> (a) Products Supplied (other than Products Supplied under a separate contract) (b) The Works.

Section IV (R) Legal Liabilities

What is covered	What is not covered
	<p>(5) recalling or making refunds in respect of</p> <ul style="list-style-type: none"> (a) Products Supplied (b) The Works. <p>(6) advice, instruction, consultancy, design, formula, specification, inspection, certification or testing performed or provided separately for a fee or under a separate contract.</p> <p>(7) (a) the carrying out of any work</p> <ul style="list-style-type: none"> (b) any Products Supplied which affects or could affect <ul style="list-style-type: none"> (i) the navigation, propulsion or safety of any aircraft or other aerial device (ii) the safety or operation of nuclear installations. <p>(8) 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 will be deemed to have happened at the time such incident takes place.</p> <p>(9) (a) work in or on travel to, from or within</p> <ul style="list-style-type: none"> (b) Products Supplied to any offshore <ul style="list-style-type: none"> (i) accommodation, exploration, drilling or production rig or platform (ii) support vessel. <p>(10) (a) liquidated damages</p> <ul style="list-style-type: none"> (b) penalty clauses (c) fines (d) aggravated, restitutionary, punitive or exemplary damages or any additional damages or other non-compensatory damages. <p>(11) liability imposed on You solely by reason of the terms of any contract conditions or agreement in connection with Products Supplied.</p>

Section IV (R) Legal Liabilities

What is covered	What is not covered
	<p>(12) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event</p> <ul style="list-style-type: none"> (a) Terrorism (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above, except as stated in Special Provision - Terrorism below. <p>In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (12)(a) and/or (12)(b) above regardless of any other contributory cause or event is not covered under this Section (or is covered only up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) under this Section shall be upon You.</p> <p>Special Provision – Terrorism Subject otherwise to the terms of the Policy</p> <p>Neither of the exclusions in (12)(a) and (12)(b) above shall apply to the Public and Products Liability Section but The Limit of Indemnity for the purpose of this Special Provision - Terrorism is limited to:</p> <ul style="list-style-type: none"> (a) £5,000,000 in respect of any one event or all events consequent on or attributable to one original cause (b) £5,000,000 in respect of all events happening in any one Period of Indemnity in respect of Products Supplied <p>or any other amount specified in the Policy for Public and/or Products Liability whichever is the lower.</p>

Section IV (R) Legal Liabilities

What is covered	What is not covered
	<p>(13) the amount of Compensation, Costs and Expenses shown in The Schedule as applying in respect of each and every event resulting in Damage to Property. You will reimburse any such amount paid by Us.</p> <p>(14) (a) exposure to (b) inhalation of (c) fears of the consequences of exposure to or inhalation of (d) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of Asbestos including any product containing Asbestos.</p> <p>(15) any liability arising directly or indirectly from, or in connection with, or consisting of any loss, destruction or damage, Failure or Loss of Data resulting directly or indirectly from or in connection with (a) Virus or Similar Attack. (b) Denial of Service Attack. (c) unauthorised access to or use of Computer and Electronic Equipment.</p> <p>However We will not exclude any liability in respect of any ensuing accidental Bodily Injury or accidental Damage to Property which is not otherwise excluded.</p>

Section IV (R) Legal Liabilities

Extensions to Cover 2

Extensions to this Section, each of which is subject to the terms of this Policy.

What is covered	What is not covered
<p>Advertising Liability</p> <p>We will, in respect of any claim made against The Insured during the Period of Insurance or within twelve months of its cancellation provided the cause of the claim occurred during the Period of Insurance, indemnify The Insured in respect of</p> <ol style="list-style-type: none"> (1) Compensation (2) Costs and Expenses <p>as a result of</p> <ol style="list-style-type: none"> (a) libel or defamation (b) infringement of any titles or slogans used in connection with Publications advertised by The Insured. (c) plagiarism or the breach of any registered design, copyright, slogan, patent rights or other intellectual property rights arising from the contents of any Publication. (d) slander of title to goods. (e) piracy, unfair competition or idea misappropriation under an implied contract. (f) any invasion of the rights of privacy. <p>All claims arising out of one cause, whether or not all such claims are made against The Insured in the same Period of Insurance, will be treated as one claim.</p> <p>The maximum We will pay, inclusive of Costs and Expenses, in respect of</p> <ol style="list-style-type: none"> (1) any one claim and (2) the total of all claims in any one Period of Insurance is £100,000. 	<p>We will not provide indemnity in respect of</p> <ol style="list-style-type: none"> (1) withdrawing, recalling or replacing any Publication. (2) liability imposed on The Insured solely by reason of the terms of any contract conditions or agreement other than unauthorised appropriation of ideas based upon breach or alleged breach of the contract. (3) actions brought in the United States of America or their judgements, wherever enforced. (4) the failure of the Publication to conform with advertised quality performance or standards. (5) incorrect description or mistake in advertised price. (6) ten per cent of each and every claim. <p>For the purposes of this clause the following definition applies</p> <p>Publication</p> <p>Any written material produced in the course of the Business.</p>

Section IV (R) Legal Liabilities

What is covered	What is not covered
<p>Buildings Temporarily Occupied</p> <p>We will indemnify You in respect of legal liability for accidental Damage to premises (and their contents) temporarily occupied by You for the purpose of carrying out The Business.</p>	<p>We will not provide indemnity in respect of Damage to</p> <ol style="list-style-type: none"> (1) premises and their contents which You own or are loaned, leased, hired or rented to <ol style="list-style-type: none"> (a) You (b) any other party who is carrying out work on Your behalf. (2) The Works.
<p>Fundraising Events, Activities and Exhibitions</p> <p>Only those events organised by You or an events organiser for the purposes of raising funds for The Business and subsequent beneficiaries.</p>	<p>We will not provide indemnity in respect of fundraising events, activities and exhibitions</p> <ol style="list-style-type: none"> (1) where combined numbers of entrants and spectators on site exceed 1000 at any one time (2) taking place outside England, Wales, Scotland, Northern Ireland, Republic of Ireland, Channel Islands and the Isle of Man. (3) Where the event duration lasts longer than 48 hours. (4) Organised by a separate third party event organiser/company. (5) Involving <ol style="list-style-type: none"> (a) weapons (b) passenger carrying amusement devices (c) animal rides of any kind (d) ballooning or aerial activities including parachuting, paragliding or parascending (e) go-karting, quad biking or motor sports (f) bungee jumping (g) professional sport teams or persons (h) individual Exhibitions valued at over £250,000.

Section IV (R) Legal Liabilities

What is covered	What is not covered
<p>Contractual Liability</p> <p>We will indemnify You in respect of accidental Bodily Injury or Damage to Property imposed on You solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in Us.</p>	<p>We will not provide indemnity in respect of any agreement for or including the performance of work outside The Defined Territories.</p>
<p>Cross Liabilities</p> <p>We will indemnify each party named as The Policyholder in the Policy Schedule as if a separate Policy had been issued to each.</p> <p>The total amount payable will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.</p>	
<p>Data Protection</p> <p>We will indemnify The Insured in respect of</p> <ol style="list-style-type: none"> (1) legal fees and defence costs (2) legal liability for Compensation to an individual, the subject of personal data The Insured holds and who suffers material or non-material damage caused by inaccuracy of data, loss of the data, unauthorised destruction or disclosure of the data <p>arising from proceedings brought against The Insured under Section 13 of the Data Protection Act 1998 or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing.</p> <p>The maximum We will pay for all claims happening during any one Period of Insurance is £1,000,000.</p>	<p>We will not provide indemnity in respect of</p> <ol style="list-style-type: none"> (1) <ol style="list-style-type: none"> (a) Personal Injury other than as provided by this clause (b) Damage to Property (c) fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract, injurious falsehood or breach of confidence (d) libel, slander or defamation. (2) consequential losses. (3) liability as a result of You having authorised the destruction or disclosure of the data or which could reasonably have been expected to arise as a result of any other deliberate act or omission by You. (4) liability which arises solely by reason of the terms of any agreement or in respect of liquidated damages. (5) liability under any penalty clause or any fine or statutory payment.

Section IV (R) Legal Liabilities

What is covered	What is not covered
	<p>(6) legal costs or expenses or financial losses in respect of any order for rectification or erasure of data or requiring that data to be supplemented by any other statements.</p> <p>(7) proceedings relating to Compensation for any Employee if the Employers' Liability Section of this policy is not in force.</p>
<p>Defective Premises</p> <p>We will indemnify You in respect of legal liability for accidental Bodily Injury or Damage to Property arising under</p> <p>(1) the Defective Premises Act 1972</p> <p>(2) the Defective Premises (Northern Ireland) Order 1975 or the Defective Premises (Landlord's Liability) Act (Northern Ireland) 2001</p> <p>in connection with any premises which You previously owned or occupied for the purposes of The Business.</p>	<p>We will not provide indemnity in respect of the cost of rectifying any defect or alleged defect in such premises.</p>
<p>Employees' and Visitors' Personal Belongings</p> <p>We will indemnify You in respect of legal liability for accidental Damage to employees' and visitors' vehicles and personal belongings which are in Your custody or control.</p>	<p>We will not provide indemnity where this Property is</p> <p>(1) loaned, leased, hired or rented to You.</p> <p>(2) stored for a fee or other consideration by You.</p> <p>(3) in the custody or control of You for the purposes of being worked upon.</p>

Section IV (R) Legal Liabilities

What is covered	What is not covered
<p>Corporate Manslaughter and Corporate Homicide Act 2007.</p> <p>We will indemnify You in respect of</p> <ol style="list-style-type: none"> (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals (2) costs of prosecution awarded against You <p>which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.</p>	<p>We will not provide indemnity</p> <ol style="list-style-type: none"> (1) unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within The Defined Territories and in connection with The Business. (2) in respect of proceedings which <ol style="list-style-type: none"> (a) result from any deliberate act or omission by You (b) relate to any Employee. (3) in respect of any <ol style="list-style-type: none"> (a) fines (b) remedial or publicity orders or any steps required to be taken by such orders. (4) where indemnity is provided by another insurance Policy.
<p>Legal Expenses arising from Health and Safety Legislation</p> <p>We will indemnify You in respect of</p> <ol style="list-style-type: none"> (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals (2) costs of prosecution awarded against You <p>which arise from any health and safety inquiry or criminal proceedings for any breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.</p>	<p>We will not provide indemnity</p> <ol style="list-style-type: none"> (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within The Defined Territories and in connection with The Business. (2) in respect of proceedings which <ol style="list-style-type: none"> (a) result from any deliberate act or omission by You (b) relate to the health and safety of any Employee. (3) where indemnity is provided by another insurance Policy.
<p>Legal Expenses arising from Consumer Protection Act 1987 and Food Safety Act 1990</p> <p>We will indemnify You in respect of</p> <ol style="list-style-type: none"> (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals 	<p>We will not provide indemnity</p> <ol style="list-style-type: none"> (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within The Defined Territories and in connection with the Business.

Section IV (R) Legal Liabilities

What is covered	What is not covered
<p>(2) costs of prosecution awarded against You which arise from criminal proceedings for any breach of Part II of the Consumer Protection Act 1987 or Part II of the Food Safety Act 1990.</p>	<p>(2) in respect of proceedings which result from any deliberate act or omission by You.</p> <p>(3) where indemnity is provided by another insurance Policy.</p>
<p>Hired or Rented Premises</p> <p>We will indemnify You in respect of legal liability for accidental Damage to premises (including fixtures and fittings) within The Defined Territories which are hired, rented or loaned to You in connection with The Business.</p>	<p>We will not provide indemnity in respect of</p> <p>(1) the first £250 of Compensation, Costs and Expenses in respect of such Damage caused other than by fire or explosion.</p> <p>(2) liability imposed on You solely by reason of the terms of any hiring or renting agreement.</p> <p>(3) Damage caused by fire or any other peril against which any hiring or renting agreement specifies that insurance is taken out by You.</p> <p>(4) Products Supplied which have been</p> <p>(a) labelled or re-labelled</p> <p>(b) used as a container or as a part or ingredient of any other goods by, or on behalf of, the distributor.</p> <p>(5) any distributor located, domiciled or registered in the United States of America or Canada.</p> <p>(6) Products Supplied that are supplied to the United States of America or Canada.</p>
<p>Motor Contingent Liability</p> <p>We will indemnify You in respect of Your legal liability for accidental Bodily Injury and Damage to Property which arises from any vehicle or trailer attached thereto which is</p> <p>(1) (a) not owned by (b) not loaned, leased, hired or rented to You nor provided by You and</p> <p>(2) being used in connection with The Business in The Defined Territories.</p>	<p>We will not provide indemnity</p> <p>(1) in respect of Damage to the vehicle or trailer or goods carried in or on the vehicle or trailer.</p> <p>(2) while the vehicle is being driven by</p> <p>(a) You</p> <p>(b) any person who to Your knowledge or that of Your representative does not hold a licence to drive the vehicle unless such person has held and is not disqualified from holding or obtaining such a licence.</p> <p>(3) where indemnity is provided by another insurance Policy.</p>

Section IV (R) Legal Liabilities

What is covered	What is not covered
<p>Overseas Personal Liability</p> <p>We will indemnify You and, at Your request, any director, partner or Employee of Yours in respect of legal liability for accidental Bodily Injury or Damage to Property incurred in a personal capacity whilst such persons are temporarily outside The Defined Territories in connection with The Business.</p> <p>We will also indemnify any accompanying spouse and children.</p> <p>Where You are an individual, this indemnity will also apply to Your personal liability whilst away from Your business premises in connection with The Business but within The Defined Territories.</p>	<p>We will not provide indemnity</p> <p>(1) where liability arises from</p> <ul style="list-style-type: none"> (a) any agreement unless liability would have existed otherwise (b) ownership or occupation of land or buildings. (c) the carrying on of any trade or profession. (d) ownership, possession or use of wild animals, firearms (other than sporting guns), mechanically propelled vehicles, aircraft or watercraft. <p>(2) where indemnity is provided by another insurance Policy.</p>
<p>Payment for Court Attendance</p> <p>We will compensate You if, at Our request, You, any director, partner or Employee of Yours, is attending court as a witness in connection with a claim for which You are entitled to indemnity.</p> <p>The maximum We will pay for</p> <p>(1) You, each director or partner is £500 per day.</p> <p>(2) each Employee is £250 per day.</p>	
<p>Private Hirer's Indemnity</p> <p>We will indemnify persons who hire, rent or borrow The Premises for occasional social events on not more than three occasions per hirer during any one Period of Insurance, in respect of legal liability for which You would have been entitled to indemnity if the claim had been made against You.</p> <p>The maximum We will pay inclusive of costs and expenses is £2,000,000</p>	<p>We will not provide indemnity:</p> <p>(1) where indemnity is provided by another insurance Policy.</p> <p>(2) where there is no agreement with You in respect of such use of The Premises.</p>

Section IV (R) Legal Liabilities

Limit of Liability

The maximum amount stated in Your Policy Schedule, which We will pay in respect of any one event or all events of a series consequent on or attributable to one original cause.

In respect of

- (1) Products Supplied
- (2) Pollution or Contamination

the Limit of Indemnity will apply to the total of all events happening in any one Period of Insurance.

Special Condition applicable to Cover 2

Inflatable Devices Condition

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must ensure that:

- (1) all operators have sufficient training and knowledge to understand the procedures and rules regarding the safe use and operation of such devices.
- (2) the maximum number of persons allowed in or on such devices at any time will not exceed the number outlined in the manufacturers' guidelines or recommendations and such devices are supervised at all times by the operator(s).
- (3) all outdoor devices have adequate anchorage points which must be used at all times.
- (4) all devices are inspected
 - (a) daily prior to use, and
 - (b) at least annually by a competent person and the records of such inspections retained by You for 3 years, and (i) all defects or risks to health & safety immediately rectified or (ii) the device taken out of use until satisfactorily repaired.
- (5) where hired in
 - (a) You have in place a system of check to ensure that the supplier(s) of the inflatable device(s) has Public and Products Liability insurance and that You keep a written record of their insurer and Policy number, and
 - (b) the limit of indemnity under such Policy is at least equivalent to the limit of indemnity under the Public and Products Liability of this Policy.

Section IV (S) All Risks

Guidance Note (not forming part of the Policy)

Section IV (A) now provides cover for your Contents whilst temporarily removed from the Premises (up to the limits specified). This optional Section "All Risks" provides you with the opportunity to extend cover for items that exceed these limits. The Policy Schedule will show if this Section is in force and which items You have chosen to include.

What is covered	What is not covered
<p>All Risks</p> <p>We will indemnify You in respect of Damage, occurring during the Period of Insurance, to the Property Insured as detailed in Your Policy Schedule.</p>	<p>We will not indemnify You in respect of</p> <p>(1) Damage to the Property Insured caused by or consisting of</p> <ul style="list-style-type: none"> (a) an existing or hidden defect (b) gradual deterioration or wear and tear (c) frost or change in the water table level (d) faulty or defective <ul style="list-style-type: none"> (i) workmanship (ii) design (iii) materials used in its construction (e) operating error or omission by You or any of Your Employees. <p>However, We will indemnify You in respect of any subsequent Damage which results from a cause not otherwise excluded.</p> <p>(2) Damage to the Property Insured caused by or consisting of</p> <ul style="list-style-type: none"> (a) (i) corrosion, rust or rot (ii) shrinkage, evaporation or loss of weight (iii) dampness or dryness (iv) scratching (v) vermin or insects (vi) mould or fungus. (b) change in <ul style="list-style-type: none"> (i) temperature (ii) colour (iii) flavour (iv) texture (v) finish.

Section IV (S) All Risks

What is covered	What is not covered
	<p>(c) (i) nipple or joint leakage (ii) failure of welds.</p> <p>(d) its own mechanical or electrical breakdown or derangement.</p> <p>However, We will indemnify You in respect of</p> <p>(i) Damage not otherwise excluded which results from Defined Contingencies (1) to (12), and (14) or any other accidental cause</p> <p>(ii) any subsequent Damage which results from a cause not otherwise excluded.</p> <p>(3) Damage to the Property Insured caused by pollution or contamination.</p> <p>However We will indemnify You in respect of Damage to the Property Insured not otherwise excluded caused by</p> <p>(a) pollution or contamination which results from Defined Contingencies (1) to (12), or (14)</p> <p>(b) Defined Contingencies defined in Sections I and II which results from pollution or contamination.</p> <p>(4) Damage to the Property Insured caused by</p> <p>(a) acts of fraud or dishonesty</p> <p>(b) (i) disappearance (ii) unexplained or inventory shortage (iii) misfiling, misplacing of information, or (iv) clerical error.</p> <p>(c) theft or attempted theft from any Unattended Vehicle unless there is evidence of forcible and violent entry into the vehicle.</p> <p>(5) Damage to any building or structure caused by its own cracking or collapse.</p> <p>However We will indemnify You in respect of such Damage if it results from any of the Insured Contingencies defined under Sections I and II and is not otherwise excluded.</p>

Section IV (S) All Risks

What is covered	What is not covered
	<p>(6) Damage</p> <ul style="list-style-type: none"> (a) to the Property Insured by fire resulting from its undergoing any process involving the application of heat (b) to that portion of the Property Insured caused by its own self ignition, leakage of electricity, short circuiting, or over running (c) Damage resulting from the Property Insured undergoing any process of <ul style="list-style-type: none"> (i) production or packaging (ii) treatment, testing or commissioning (iii) servicing or repair. <p>However We will indemnify You in respect of such Damage if it is caused by fire or explosion and is not otherwise excluded.</p> <p>(7) Damage to the Property Insured caused by</p> <ul style="list-style-type: none"> (a) escape of water from any tank, apparatus or pipe (b) malicious persons (other than by fire or explosion) (c) theft or attempted theft when The Premises are Unoccupied. <p>(8) Damage more specifically insured by You or on Your behalf.</p> <p>(9) any consequential loss or damage.</p> <p>(10) any Damage to the Property Insured resulting.</p> <p>(11) directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or other sequence to the loss</p> <ul style="list-style-type: none"> (a) Terrorism (b) civil commotion in Northern Ireland (c) any action taken in controlling, preventing, suppressing, or in any way relating to (a) and/or (b) above. <p>Terrorism means</p> <ul style="list-style-type: none"> (i) In respect of Damage occurring in England, Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial

Section IV (S) All Risks

What is covered	What is not covered
	<p>Sea Act 1987 not the Isle of Man or the Channel islands) acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence HM Government in the United Kingdom or any other government de jure or de facto</p> <p>(ii) In respect of Damage occurring in any territory not specified in (i) above, any act or acts including but not limited to</p> <ul style="list-style-type: none"> • The use or threat of force and/or violence • Harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means <p>caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.</p> <p>In any action, suit or other proceedings where We allege that any Damage results from Terrorism and is therefore not covered by this Section, the burden of proving that any such Damage is covered under this Section will be upon You.</p> <p>(12) (a) Loss of Data</p> <p>(b) any Damage to Computer and Electronic Equipment or Failure resulting directly or indirectly from, or in connection with</p> <ul style="list-style-type: none"> (i) Virus or Similar Mechanism (ii) Denial of Service Attack (iii) unauthorised access to or use of Computer and Electronic Equipment. <p>However We will indemnify You in respect of Damage caused by or resulting from Defined Contingencies (1) to (11), and (13), which is not otherwise excluded.</p> <p>(13) The amount of any Excess applicable to this Section.</p>

Section IV (S) All Risks

Basis of Claims Settlement – Reinstatement

In the event of Damage to the Property Insured, the basis upon which We will calculate the amount We will pay in respect of any claim will be the reinstatement of the property destroyed or damaged subject to the following conditions.

- (1) Where the Property Insured is
 - (a) lost or destroyed, We will pay for its replacement by similar property in a condition as good as, but not better or more extensive than its condition when new.
 - (b) damaged, We will pay for the replacement or repair of the damaged portion to a condition as good as, but not better than or more extensive than its condition when new, however, We will not pay more than We would have done if the property had been completely destroyed
- (2) Where Computers and Electronic Office Equipment are insured by this Section and such property is
 - (a) lost or destroyed beyond economic repair, We will pay for its replacement by new Computer or Electronic Office Equipment of equal performance and/or capacity but if this is not possible, by Computer or Electronic Office Equipment of the nearest higher performance and/or capacity
 - (b) damaged, if an economic repair is possible, We will pay for the repair of the Computer or Electronic Office Equipment, to its condition when new, however We will not pay more than We would have done if the Computer or Electronic Office Equipment had been completely destroyed.
- (3) The Work of Reinstatement must begin and be carried out as quickly as possible
- (4) The Basis of Settlement will be amended to Indemnity
 - (a) in respect of stock and materials in trade, motor vehicles or any pedal cycles or personal effects included within this Section
 - (b) if You do not incur the cost of replacing or repairing the property
 - (c) if You, or someone acting on Your behalf, have insured the Insured Property under another policy which does not have a similar basis of reinstatement
 - (d) if You do not comply with any of the terms of this clause.

Basis of Settlement – Indemnity

In the event of Damage to the property, if the Reinstatement Basis of Settlement is not to apply, the basis upon which We will calculate the amount We will pay in respect of any claim will be

- (1) the cost of replacement or repair of the property destroyed or damaged to a condition as good as, but not better or more extensive than their condition immediately prior to the Damage
or at Our option
- (2) the loss in value of the Property Insured

Section IV (S) All Risks

Conditions

Security Condition – Unattended Vehicles

We will not indemnify You in respect of Damage to the Property Insured by theft or attempted theft from any Unattended Vehicle, unless all locks, alarms and other security devices provided to protect the Vehicle are properly fitted and, (1) put into operation and all keys removed, and (2) maintained in accordance with the manufacturer's instructions.

Portable Computer Equipment and Communion Ware

If in relation to any claim for Damage by theft or attempted theft of Communion Ware and/or office equipment under this extension You have failed to fulfil any of the following conditions You will lose Your right to indemnity or payment for that claim.

You must ensure that

- (1) when Communion Ware and/or Portable Computer Equipment is left in any Unattended Vehicle,
 - a) the vehicle is securely locked and all security devices set in operation, all keys removed, and all security devices maintained in accordance with manufacturer's instructions
 - b) the Communion Ware and/or Portable Computer Equipment is concealed from view
 - c) the Communion Ware and/or Portable Computer Equipment is stored in the boot or the parcel shelf if the vehicle is a private car,
- (2) when Communion Ware and/or office equipment is in transit by air it is carried as hand luggage unless instructed otherwise by airline staff.
- (3) when Communion Ware and/or office equipment is in transit by ship or ferry it is kept in a securely locked cabin or road vehicle aboard such vessel.

Section IV (T) Goods in Transit

Guidance Note (not forming part of the Policy)

This Section provides you with the option to extend cover to include "Goods in transit". If you select this Section cover is provided for stock and materials in trade up to a maximum value of £1,000 in total whilst in transit. The Policy Schedule will show if this Section has been selected and is in force.

Definitions

Personal Effects: Personal possessions excluding cash, bank notes, credit cards, watches and jewellery.

Property Insured: Stock and materials in trade forming part of the Contents connected with The Business which are owned by You or for which You are responsible.

Territorial Limits: England, Wales and Scotland, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man.

Tools: Tools, tool kits or test equipment which You own or are hired by You or used by You in connection with The Business and for which You are responsible.

Vehicle: Any motor vehicle and/or trailer and/or container which You own or operate.

What is covered	What is not covered
<p>Goods in Transit</p> <p>We will indemnify You in respect of;</p> <p>(1) Damage</p> <p>(a) To the Property Insured whilst in transit by Vehicle including</p> <p>(i) loading and unloading</p> <p>(ii) whilst temporarily stored during transit.</p> <p>The maximum We will pay in respect of any one loss is £1,000.</p> <p>(b) to Your own sheets, ropes, chains, toggles or packing materials while carried on any Vehicle.</p> <p>We will replace sheets as new if You prove that these were not more than one year old at the time of the Damage.</p> <p>(c) to You or Your drivers' Personal Effects in, or from, any Vehicle.</p> <p>The maximum We will pay in respect of any one person for any one loss is £500.</p>	<p>We will not indemnify You in respect of</p> <p>(1) Damage caused by</p> <p>(a) defective or inadequate packing, insulation or labelling.</p> <p>(b) evaporation or ordinary leakage.</p> <p>(c) vermin, wear, tear, gradual deterioration or contamination.</p> <p>(d) an existing or hidden defect.</p> <p>(e) delay.</p> <p>(f) inadequate documentation.</p> <p>(g) indirect or consequential loss.</p> <p>(h) its own</p> <p>(i) mechanical</p> <p>(ii) electrical</p> <p>(iii) electronic</p> <p>(iv) electromagnetic derangement.</p> <p>However, We will indemnify You if such Damage is caused by external means</p> <p>(2) shortage in weight.</p>

Section IV (T) Goods in Transit

What is covered	What is not covered
<p>(d) to Tools</p> <ul style="list-style-type: none"> (i) in or from any Vehicle (ii) whilst temporarily stored during transit. <p>The maximum We will pay in respect of any one Loss is £1,000.</p> <p>(2) Costs and expenses incurred by You with Our consent</p> <ul style="list-style-type: none"> (a) in removing debris (b) in site clearance (c) for transhipment and recovery charges following collision, overturning or impact of any Vehicle with any object (d) to reduce or prevent claims in the Territorial Limits in connection with The Business. <p>The maximum We will pay in respect of any one loss is £1,000.</p>	<p>(3) Damage caused by deterioration or variation in temperature. However We will indemnify You if such Damage is caused as a result of any Vehicle being directly involved in a road traffic accident.</p> <p>(4) Damage arising from</p> <ul style="list-style-type: none"> (a) confiscation, requisition or destruction by order of any government or any public authority. (b) riot, civil commotion, strikes, lockouts or labour disturbances. <p>(5) Damage</p> <ul style="list-style-type: none"> (a) occurring outside the Territorial Limits. (b) not connected with The Business. <p>(6) Damage to</p> <ul style="list-style-type: none"> (a) electronic, audio and visual equipment. (b) clocks and watches that do not contain gold, silver or precious stones (c) computer hardware and software (d) explosives and hazardous substances (e) furs and curios (f) gold and silver articles (g) jewellery and precious stones (h) living creatures (i) Money and bullion, negotiable instruments and specie (j) non ferrous metals (k) rare books, antiques and works of art (l) tobaccos, cigars and cigarettes (m) wines, spirits and other alcoholic drinks (n) temperature controlled goods. <p>However, We will indemnify You in respect of Damage to such property if the property is specifically stated as insured in The Policy Schedule and the Damage is not otherwise excluded.</p> <p>(7) Damage caused by theft or attempted theft of the Property Insured and/or Tools or Personal Effects from any Unattended Vehicle.</p>

Section IV (T) Goods in Transit

What is covered	What is not covered
	<p>However, We will indemnify You if You have ensured that</p> <ul style="list-style-type: none"> (a) all doors, windows and other points of access have been locked where locks have been fitted, and (b) all manufacturers' security devices have been put into effect, and (c) the keys have been removed from any Unattended Vehicle, and (d) unattached trailers have anti-hitching devices fitted and they are put into effect. <p>(8) damage including to Tools or Personal Effects, while temporarily stored during transit for periods exceeding 30 consecutive days.</p> <p>(9) property in transit for hire or reward.</p> <p>(10) The amount of any Excess applicable to this Section.</p> <p>(11) any Damage to the Property Insured resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss</p> <ul style="list-style-type: none"> (a) Terrorism (b) civil commotion in Northern Ireland (c) any action taken in controlling, preventing, suppressing, or in any way relating to (a) and/or (b) above. <p>Terrorism means</p> <ul style="list-style-type: none"> (i) in respect of Damage occurring in England, Wales and Scotland only but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands, acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence HM Government in the United Kingdom or any other government de jure or de facto

Section IV (T) Goods in Transit

What is covered	What is not covered
	<p>(ii) in respect of loss of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to</p> <ul style="list-style-type: none"> ■ the use or threat of force and/or violence, and/or ■ harm or Damage to life or to property or the threat of such harm or Damage including but not limited to harm or Damage by nuclear and/or chemical and/or biological and/or radiological means <p>caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.</p> <p>In any action, suit or other proceedings where We allege that any damage results from Terrorism as defined above and is therefore not covered by this Section, the burden of proving that any such damage is covered under this Section will be upon You.</p>

Conditions

Security Devices

We will not indemnify You in respect of Damage to the Property Insured by theft or attempted theft from any Unattended Vehicle, unless all locks, alarms and other security devices provided to protect the Vehicle are properly fitted and (1) put into operation and all keys removed, and (2) maintained in accordance with the manufacturers' instructions.

Section IV (V) Frozen Foods

Guidance Note (not forming part of the Policy)

This Section is part of the standard package and extends cover to include “Frozen Foods” up to a maximum value of £500, which spoils as a result of a malfunction to your refrigeration unit as described below. The Policy Schedule will show the limit of cover provided under this Section.

What is covered	What is not covered
<p>Frozen Foods</p> <p>We will indemnify You in respect of Damage occurring during the Period of Insurance to food, belonging to You or for which You are responsible while contained in any refrigeration unit, by deterioration or contamination caused by</p> <ol style="list-style-type: none">(1) a change in temperature as a result of<ol style="list-style-type: none">(a) the breaking, distortion or burning out of any part of the<ol style="list-style-type: none">(i) unit(ii) unit wiring(iii) supply cable to the unit, including the plug and fuse caused by mechanical or electrical defects in the unit while it is being used under normal working conditions(b) failure of temperature controls to operate correctly(c) accidental failure of Your electricity supply but only if this is not deliberately caused by Your supplier of electricity.(2) accidental leakage of refrigerant gases or refrigerant fumes from the unit. <p>The maximum We will pay under this Section is £500.</p>	<p>We will not indemnify You in respect of</p> <ol style="list-style-type: none">(1) Damage caused by<ol style="list-style-type: none">(a) wear and tear, deterioration or gradually developing flaws or defects in the unit(b) failure to correctly set any temperature controls(2) 10% of each and every loss, subject to a minimum of £25.(3) any refrigeration unit over 15 years old.

Section IV (X) Miscellaneous

Guidance Note (not forming part of the Policy)

This Section is used to provide cover of a specific or bespoke nature. The precise detail will be recorded in the Policy Schedule and suitably worded endorsement or extension to cover should that be required.

Section V Engineering

Guidance Note (not forming part of the Policy)

This Section provides you with the option to purchase cover against sudden and unforeseen damage and breakdown for items of plant and machinery including heating installation and boilers, lifts and electrical and mechanical plant. The Policy Schedule will show if this Section is in force and the number and types of plant you have chosen to insure.

Some items of plant are also subject to statutory inspection requirements and we can also arrange this on your behalf.

Definitions

Accidental Damage: Accidental Damage to Plant or Machinery by any external cause not otherwise excluded. Accidental Damage does not include Breakdown, Collapse or Explosion, however We will indemnify You in respect of any consequent Damage caused thereby which is not otherwise excluded.

Breakdown: a) the actual breaking, distortion or burning out of any part of the Machinery while in ordinary use arising from mechanical or electrical defects in the Insured Property causing sudden stoppage and necessitating repair or replacement before it can resume normal working b) fracturing of any part of the Machinery by frost which necessitates repair or replacement before it can resume normal working c) the actual and complete severance of a rope but not breakage or abrasion of wires or strands even though replacement may be necessary, including any resultant loss of cooling, lubricating or insulating oil, refrigerant or brine.

Collapse: The sudden and dangerous distortion (whether or not attended by rupture) of any part of the Machinery caused by crushing stress by force of steam or other fluid pressure (other than pressure of chemical action or ignition of the contents or of ignited flue gases).

Damage: accidental loss destruction or damage.

Explosion: the sudden and violent rending of the Machinery by force of internal steam or other fluid pressure (other than the pressure of chemical action or ignition) causing bodily displacement of any part of the Machinery together with forcible ejection of contents including any resultant loss of cooling, lubricating or insulating oil, refrigerant or brine.

Limit of Indemnity: Our maximum liability in respect of any one accident or series of accidents arising from any one occurrence.

Machinery: all component parts of the permanent structure of any item described in the Policy Schedule commencing in the case of a fixed unit at the point of anchorage and in the case of a travelling unit at the road or track wheels excluding, (a) supporting structures lift enclosures (other than landing gates) rail tracks, anchorage bolts or fixing appliances, brickwork or foundations (b) computer or data processing equipment unless controlling any manufacturing process or office equipment such as typewriters, adding machines, calculators and equipment for the printing or reproduction of documents other records, communications or alarm systems or vending machines (c) superheaters, economisers, piping and ancillary electrical or mechanical plant attached to boilers or pressure vessels, chimneys, appliances used for attaching the load to any lifting machine, glass bulbs or valves or electronic apparatus unless specified in the Policy schedule (d) tools, cutting edges, moulds, dies, patterns, non-metallic lining, pulverising and crushing surfaces, flexible pipes trailing cables, driving belts or bands or parts requiring periodic renewal. (e) parts not made of metal (other than ropes, integral gearing, bearings, brushes, batteries, tyres, the slabs of switchboards and the insulation of electrical conductors) (f) equipment, services, processed or manufactured as a product of the Business.

Section V Engineering

What is covered	What is not covered
<p>Engineering</p> <p>We will indemnify You in respect of damage to the Machinery described in the Policy Schedule by any cause not otherwise excluded at;</p> <p>a) the Premises</p> <p>b) whilst temporarily elsewhere in the European Community or European Free Trade Area.</p> <p>We will pay You the amount of the destruction or damage or at Our option replace or repair the Machinery or any part up to the maximum Limit of Indemnity of £100,000 any one occurrence.</p>	<p>We will not indemnify You in respect of</p> <p>(1) Damage caused by;</p> <p>(a) the intentional act or wilful neglect of the Insured,</p> <p>(b) intentional overloading; testing or experiments involving the imposition of abnormal conditions.</p> <p>(2) (a) wear and tear or gradual deterioration whether by wasting, grooving, rust, corrosion, erosion or otherwise,</p> <p>(b) gradually developing defects, flaws, deformation, distortion, cracks or partial fractures,</p> <p>(c) loose parts, defective joints or seams (other than joints between the sections of sectional heating or hot water supply boilers).</p> <p>However, insured Damage resulting from 2(a) to (c) is not excluded.</p> <p>(3) (a) scratching of painted or polished surfaces,</p> <p>(b) damage to rubber tyres, non metallic protective linings, batteries, flexible pipes or hoses and driving or conveyor belts</p> <p>(c) pipes or hoses and driving or conveyor belts, damage to ropes (other than damage resulting in complete severance)</p> <p>unless 3 (a) to (c) form part of other Damage for which indemnity is provided by this Section.</p> <p>(4) Penalties for delay or detention or in connection with guarantees of performance or efficiency.</p> <p>(5) Damage to Machinery during installation, erection, dismantling, resiting, transportation or removal other than resiting, transportation, or removal under its own power whilst at its operating site.</p>

Section V Engineering

What is covered	What is not covered
	<p>(6) Damage to safety or protective devices due to their functioning.</p> <p>(7) Consequential loss of any kind incurred by the Insured.</p> <p>(8) Damage resulting from riot, strike, lockout or civil commotion.</p> <p>(9) Damage except whilst the Machinery and Plant is temporarily located away from the Premises caused by</p> <ul style="list-style-type: none"> (a) Fire, lightning, aircraft and other aerial devices or articles dropped therefrom, malicious persons, theft, earthquake, storm, flood, escape of water from any tank, apparatus or pipe or impact by any road vehicle or animal or water discharged or leaking from an installation of automatic sprinklers (b) explosion (other than Explosion as defined under Definitions). <p>(10) Any Damage whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss</p> <ul style="list-style-type: none"> (a) Terrorism (b) civil commotion in Northern Ireland (c) any action taken in controlling preventing suppressing or in any way relating to (a) and/or (b) above. <p>Terrorism means</p> <ul style="list-style-type: none"> (i) in respect of Damage occurring in England Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands) acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of HM Government or any other government de jure or de facto

Section V Engineering

What is covered	What is not covered
	<p>(ii) in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to</p> <ul style="list-style-type: none"> • the use or threat of force and/or violence and/or • harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means <p>caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political religious ideological or similar purposes.</p> <p>In any action suit or other proceedings where We allege that any Damage results from Terrorism as defined above and is therefore not covered under this Section the burden of proving that any such Damage is covered under this Section will be upon You.</p> <p>(11) Damage, cost, expense or consequential loss of whatsoever nature directly or indirectly caused by, resulting from or in connection with Terrorism regardless of any other contributory cause. The insurance by this Section also excludes damage, cost, expense or consequential loss 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.</p> <p>(12) The amount of any Excess applicable to this Section.</p>

Section V Engineering

Extensions

Extensions to this Section, each of which is subject to the terms of this Policy.

What is covered	What is not covered
<p>Additional Cost</p> <p>Necessary and reasonable cost incurred by You following Damage insured by this Section in effecting a temporary repair or expediting a permanent repair or replacement.</p> <p>Provided that Our liability shall not in respect of</p> <ul style="list-style-type: none">(a) Machinery exceed 50% (fifty per cent) of the normal repair cost or £2,500 whichever the less, and(b) all other property 50% (fifty per cent) of the cost of such Damage or £50,000 whichever the less.	
<p>Automatic Cover</p> <p>Additional Machinery belonging to or leased by the Insured from the time the installation is completed and the Machinery is ready to commence normal working at the Premises shown in the Policy Schedule provided that;</p> <ul style="list-style-type: none">(a) the Machinery belongs to a type shown in the Policy Schedule and which the Insured previously has or intended to insure,(b) the Machinery is free from defect so far as the Insured knows and complies with any statutory obligations regarding examination and certification,(c) the Insured informs Us in writing of such Machinery within 12 months of installation and pays the appropriate additional premium,(d) if any such item proves to be unacceptable to Us the insurance on the item shall terminate from the date of notification to the Insured.	

Section V Engineering

What is covered	What is not covered
<p>Avoidance of Impending Damage</p> <p>The cost incurred by the Insured in taking exceptional measures that are reasonable to avoid or reduce impending loss or damage which would have resulted in a claim under this Section.</p> <p>Provided that</p> <ul style="list-style-type: none"> (a) the impending damage did not arise from any defect in the Insured Property (b) the impending damage did not arise from a reasonably foreseeable cause (c) the damage would have been the natural outcome to be expected in the absence of the measures taken (d) We are satisfied that damage which would have been insured under this Section has been avoided or reduced in consequence of the measures taken (e) Our liability shall not exceed the cost which would have been incurred had the measures not been taken and damage insured by this Section had occurred. 	
<p>Debris Removal</p> <p>The cost necessarily and reasonably incurred with Our consent, by the Insured, excluding any costs and expenses arising from pollution or contamination of property not covered by this Section, following damage insured by this Section.</p> <p>Provided that Our liability under this extension shall not exceed £25,000 or 20% of the claim for Damage which has been accepted whichever is the lower.</p>	
<p>Fuel Storage Tanks - Loss of Contents</p> <p>We shall provide indemnity for</p> <ul style="list-style-type: none"> (a) loss of the contents of and (b) the cost incurred by the Insured in cleaning up the spilled or leaked contents from Fuel Storage Tanks insured by this Section directly and solely due to sudden and unforeseen damage for which indemnity is provided by this Section. 	<ul style="list-style-type: none"> (a) loss of contents by evaporation seepage contamination or any form of trade loss (b) the cost of releveling Fuel Storage Tanks unless resulting from sudden and unforeseen damage insured by this Section (c) the cost of cleaning up any spillage or leakage in areas outside the boundaries of Your premises or to other property not belonging to You

Section V Engineering

What is covered	What is not covered
<p>Provided that Our liability under this Extension shall not exceed £6,000 in connection with any one occurrence.</p>	<p>(d) damage by or in consequence of the process of cleaning up the contents of the Fuel Storage Tanks</p> <p>(e) liability for cleaning up or making good any pollution or contamination of the water table or any water course or property of any party other than You.</p>
<p>Payments on Account</p> <p>Payment may be made on account as agreed between You and Us in advance of final settlement of a claim under this Section where We have admitted liability</p>	
<p>Repair Costs Investigation</p> <p>Necessary and reasonable additional cost (including the cost of consultant's fees) incurred with the prior written agreement of Us, in conducting investigations and tests in respect of possible repair or replacement options following Damage insured by this Section.</p> <p>Provided that Our liability under this Extension shall not exceed £25,000.</p>	

Basis of Settlement

- (a) In the event of Damage to
- (i) the boiler
 - (ii) Machinery subject to internal steam pressure
 - (iii) Machinery used for storage of fluids under pressure
 - (iv) piping associated with any of the foregoing,
- (b) Damage to Machinery other than that described in (a) above which at the time of the DAMAGE is less than 3 years old, and
- (c) Damage by Explosion of Machinery to any other property (excluding stock in trade or goods in the process of manufacture) belonging to or for which You are responsible;
- for which indemnity is provided by Us We will pay the cost of reinstatement.

Section V Engineering

Reinstatement meaning:

- (i) (a) Where the Machinery or property is lost destroyed or is damaged beyond economic repair the cost of replacement by similar Machinery or property or if a building the cost of rebuilding
- (b) where Machinery or property is damaged the cost of repairing or restoring the damaged portions to a condition substantially the same as but not better or more extensive than its condition when new
- (ii) such additional cost of reinstatement as may be incurred in complying with Building Regulations or local authority or statutory requirements. In the event of Damage other than as described in (a), (b) and (c) above We will pay the **amount** of the loss meaning;
- (iii) where the Machinery or property is lost or destroyed the value of the Machinery or property prior to its loss or destruction
- (iv) where the Machinery or property is damaged the cost of repairing or restoring the damaged portion to a condition substantially the same as but not better or more extensive than the condition prior to the Damage occurring.

Subject to the following provisions:

- (1) Where Damage is partial Our liability shall not exceed the amount which We would have been liable to pay had the Machinery or property been wholly destroyed.
- (2) We shall not be liable for; a) the cost of complying with Building Regulations or local authority or statutory requirements relating to undamaged property, or under which notice had been served prior to the Damage, and b) any rate, tax, duty, development or other charge or assessment arising out of capital appreciation as a result of complying with any of the said regulations.
- (3) The work of reinstatement must proceed without delay and in any event not later than 12 months after the Damage or within such time as We may allow.

Conditions

Access

We or Our representatives shall have right of access to the Machinery at reasonable times.

Alteration or Modification

You shall notify Us of any proposed alterations or modifications to the insured Machinery.

Multiple Lifting Operations

For the insurance provided under this Section to be operative during any operation in which a load is shared between any items of Machinery classed as lifting plant or equipment (whether insured under this Section or not) the lifting operation must be conducted in accordance with BS7 121.

Retention of Damaged Machinery or Parts

In the event of loss or Damage for which a claim is to be made under this Section You shall retain any damaged Machinery or parts for inspection.

Suspension of Cover

We reserve the right to suspend cover at any time by written notice to You until such time as Our requirements have been fulfilled.

Section VI Breach of Duty

Guidance Note (not forming part of the Policy)

This Section is intended to provide cover for Your church in connection with the Business should a claim arise out of the negligent acts of Your Minister and other authorised officials. For example should the Minister not turn up at a wedding ceremony the church may be the subject of a civil claim for damages. The Limit of Indemnity is specified in the Policy Schedule. This is a compulsory Section and forms part of the standard package.

Definitions

Bodily injury: Any injury including death, illness, disease, sickness, psychological injury, emotional distress or nervous shock.

Business: The provision, within the Territorial Limits, of professional advice or professional services directly connected to the activities declared to Us in Your Proposal.

Claim: Demand made against You consisting of or arising from any

- (1) demand, whether oral or in writing, for damages or compensation,
- (2) notice of intention, whether oral or in writing, to commence legal proceedings,
- (3) communication invoking any pre action protocols,
- (4) notification of arbitration, ombudsman or adjudication proceedings.

Computer System: Any

- (1) computer, data processing equipment, media or part thereof,
- (2) electronic system of data storage and retrieval, or communications system, network, protocol or part thereof,
- (3) electronic storage device, microchip integrated circuit, real time clock system or similar device,
- (4) computer software (including but not restricted to application software, operating systems, runtime environments or compilers), firmware or microcode,
- (5) electronic documents utilised in the ownership, security and management of Your electronic communication system, worldwide web site, internet site, intranet site, extranet site, or web address.

Limit of Indemnity: The maximum amount, stated in the Policy Schedule, which We will pay in respect of any one Claim or loss and in total for all Claims or losses (including claimant's costs and expenses and Other Costs) first made during any one Period of Insurance. Any dishonesty or fraud committed by a person acting alone or in collusion with others shall be treated as one Claim or loss.

Other Costs: All costs and expenses incurred in the investigation, defence or settlement of any Claim in so far as those costs and expenses have been incurred with Our written consent.

Pollution: Any pollution or contamination by naturally occurring or man-made substances, forces or organisms or any combination of them, whether permanent or transitory and however occurring. This definition does not include pollution or contamination by asbestos.

Territorial Limits: The United Kingdom (including the Channel Islands and the Isle of Man) and any other EU member country.

Section VI Breach of Duty

You/Your/The Policyholder/The Insured:

(a) The Congregation and its Ministers, Lay Ministers, Youth Workers, Volunteers and Employees in connection with the Congregation's ministry and related activities, or (b) any of the foregoing persons listed in (a) above whilst acting as a Trustee ex officio for any charitable organization.

What is covered	What is not covered
<p>Breach of Duty</p> <p>(1) We will indemnify You in respect of any Claim arising out of the conduct of Your Business, first made against You and notified to Us during the Period of Insurance, for any civil liability including claimants costs and expenses arising from</p> <p>(a) any negligent act or negligent omission committed by You,</p> <p>(b) any dishonest or fraudulent act committed by any of Your past or present partners, directors or Employees.</p> <p>(2) We will indemnify You for reasonable costs and expenses incurred by You in respect of any reasonable action taken to mitigate a loss or potential loss that would otherwise be the subject of a Claim under this Policy provided that</p> <p>(a) We give prior written consent to You incurring such costs and expenses and</p> <p>(b) You prove to Our satisfaction that the amount of the costs and expenses to be incurred are less than any likely award of damages arising from the same potential Claim.</p> <p>In respect of any Claim or loss, We will not provide indemnity to any person committing or conspiring to commit or condoning any dishonest or fraudulent act or omission.</p> <p>Our total liability under Cover clauses (1) and (2) shall not exceed the Limit of Indemnity.</p> <p>We shall not be liable for the amount of the Excess or any lesser amount for which a Claim or loss may be settled.</p>	<p>We will not provide indemnity in respect of</p> <p>(1) any Claim arising directly or indirectly from or caused by any dispute between You and any present or former Employee or any person who has applied for or been offered employment with You.</p> <p>(2) any Claim arising directly or indirectly from or caused by</p> <p>(a) any Bodily Injury,</p> <p>(b) any loss of or damage to property unless arising from an alleged breach of professional duty in the conduct of Your Business.</p> <p>(3) any fines or penalties or any punitive, multiple, aggravated or exemplary damages where such can be identified separately within any award of any court or tribunal.</p> <p>(4) any Claim brought by any entity</p> <p>(a) in which You exercise a controlling interest,</p> <p>(b) which exercises a controlling interest over Your business by virtue of having a financial or executive interest in You, unless such Claim arises from or is caused by a claim made against such entity by an independent third party.</p> <p>(5) any Claim made against You in Your capacity as a director, officer or trustee unless arising from an alleged breach of professional duty in the conduct of Your Business.</p> <p>(6) any Claim or loss arising from any plan, programme or scheme established or maintained to provide benefits to You or any Employee.</p>

Section VI Breach of Duty

What is covered	What is not covered
	<p>(7) any Claim arising directly or indirectly from or caused by the ownership, possession or use, by You or on Your behalf, of any aircraft, watercraft, hovercraft, motor vehicle or trailer.</p> <p>(8) any Claim arising directly or indirectly from or caused by</p> <ul style="list-style-type: none"> (a) the ownership, possession or use, by You or on Your behalf, of any buildings, structures, premises or land or (b) that part of any building leased, occupied or rented by You or (c) any other property (mobile or immobile) belonging to You. <p>(9) any Claim or loss arising from any dishonest or fraudulent act or omission committed by any person after the discovery, in relation to that person, of reasonable cause for suspicion of any dishonest or fraudulent act or omission.</p> <p>(10) any Claim or loss arising from any dishonest or fraudulent act or omission unless Your annual accounts are prepared or certified by an independent and properly qualified accountant or auditor.</p> <p>(11) any defamation unless You can show that it was committed by You in good faith.</p> <p>(12) any Claim arising out of liability assumed by You under any contractual agreement</p> <ul style="list-style-type: none"> (a) whereby You assume a standard of care greater than that reasonably expected of Your profession, (b) by which you warranted or guaranteed a particular outcome, (c) by which You agreed to pay a contractual penalty or liquidated damages in the event of breach, (d) which provides greater benefit or a longer lasting benefit than that given to the party with whom You originally contracted, unless such liability would have attached to You in the absence of the features listed above.

Section VI Breach of Duty

What is covered	What is not covered
	<p>(13) any Claim or loss arising directly or indirectly from or caused by Pollution.</p> <p>(14) any Claim or loss arising directly or indirectly from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity, whether alleged or actual.</p> <p>(15) any Claim or loss arising from any trading losses or trading liabilities incurred by any business managed by or carried on by You.</p> <p>(16) any liability arising from</p> <ul style="list-style-type: none"> (a) the defective workmanship of any construction, installation, repair, alteration or maintenance work, (b) any manufacturing defect of any goods or products supplied by You. <p>(17) any Claim arising directly or indirectly from or caused by any work undertaken by You or on Your behalf prior to any work undertaken by You or on Your behalf prior to any Retroactive Date stated on the Policy Schedule.</p> <p>(18) We will not indemnify You in respect of any Claims arising out of Your activities in respect of the publication of "Life & Work".</p> <p>(19) The amount of any Excess applicable to Your Policy. The Excess in this Section does not apply to Other Costs or the Additional Cover Section, or to Claims arising out of libel, slander or defamation.</p>

Section VI Breach of Duty

Extensions

Extensions to this Section, each of which is subject to the terms of this Policy but are in addition to the Limit of Indemnity shown in the Policy Schedule.

What is covered	What is not covered
<p>Documents</p> <p>We will pay all reasonable costs and expenses incurred by You in replacing, restoring or reconstituting Documents, lost or damaged in the conduct of Your Business provided the loss or damage is suffered and first discovered by You and notified to Us during the Period of Insurance.</p> <p>Our total liability under this extension shall not exceed the amount stated in the Policy Schedule as applying to this clause.</p>	<p>We will not provide indemnity in respect of any loss or damage to Documents which are stored on a Computer System unless such Documents are backed up with the intention that in the event of Damage the back up can be used as the basis for restoring the Documents to their original status.</p>
<p>Payment for Court Attendance</p> <p>We will compensate You, subject to Our prior written consent, if We require You to attend court as a witness in connection with a Claim for which You are entitled to indemnity under this Section.</p> <p>Our total liability under this extension shall not exceed the amount stated in the Policy Schedule as applying to this extension.</p>	
<p>Representation Costs</p> <p>We will pay on Your behalf any reasonable costs and expenses incurred by You for representation at properly constituted hearings, tribunals or proceedings provided that</p> <p>(a) such costs and expenses are incurred with Our prior written consent.</p> <p>(b) the subject of the hearing, tribunal or proceeding may become a Claim under this Policy and in respect of which We may be obliged to provide an indemnity under the terms of this Policy.</p> <p>Our total liability under this extension shall not exceed the amount stated in the Policy Schedule as applying to this extension.</p>	

Section VI Breach of Duty

Conditions

- (1) In connection with any Claim, We may at any time pay You the amount of the Limit of Indemnity (after deduction of any sums already paid as damages or claimant's costs and expenses in respect of such Claim) or any lesser amount for which We believe that such Claim can be settled and thereupon We shall relinquish the control of such Claim and be under no further liability in connection therewith except for costs and expenses incurred prior to the date of such payment and for which We may be responsible under this Policy.
- (2) The Limit of Indemnity and the Excess apply to all of You jointly. If more than one Insured is named in the Policy Schedule the total amount We will pay will not exceed the amount We would be liable to pay to any one of You.
- (3) If any settlement is made by Us to You under the terms of this Policy, You grant to Us all rights of recovery that You would have had against any parties from whom a recovery may be made and You will take all reasonable steps to preserve and not to prejudice such rights.
- (4) If You make any claim for indemnity under this Policy knowing the same to be false or fraudulent as regards to the amount or otherwise, this Policy shall become void and You shall forfeit all benefit hereunder.
- (5) A person or company who is not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- (6) This Policy is governed by the law of England and Wales or the Courts of Scotland and Northern Ireland and the courts of England and Wales or the Courts of Scotland and Northern Ireland are to have exclusive jurisdiction for hearing and determining any litigation arising out of or in connection with the interpretation of this Policy.
- (7) This Policy, its endorsements and the Policy Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of the Policy, endorsements or the Policy Schedule shall bear the same meaning wherever it may appear, unless the contrary is indicated. In the event that there is any conflict between the terms of this Policy and the Schedule, the terms of the Policy Schedule shall prevail.
- (8) Where a Claim or loss involves the dishonest or fraudulent act or omission of any former or present partner, director, member, Employee, consultant or sub-contractor,
 - (a) You shall at Our request and expense take all reasonable steps to obtain reimbursement from such person,
 - (b) any monies which but for the dishonest or fraudulent act or omission would be due to such persons from You or any monies of such persons held by You shall be deducted from any amount payable under this Policy
 - (c) no indemnity in respect of such Claim or loss shall be afforded to any person committing or condoning such dishonest or fraudulent act or omission,
 - (d) nothing herein shall preclude Us from exercising any right of subrogation against any person committing or condoning such dishonest or fraudulent act or omission.
- (9) You shall not be required to contest any legal proceedings unless a senior barrister (to be mutually agreed upon between You and the Us) shall advise that such action has a reasonable prospect of success.

Section VI Breach of Duty

Claims Conditions

If in relation to any Claim or loss You fail to fulfil or observe the requirements imposed upon You by conditions (1), (2) or (3) You will lose Your right to indemnity or payment for that Claim.

- (1) If during the Period of Insurance, regardless of any Excess, You
 - (a) receive any Claim, You shall give written notice to Us as soon as practicable,
 - (b) become aware of any circumstance that might give rise to a Claim, You shall give written notice to Us of such circumstance as soon as practicable. Any Claim subsequently arising from any circumstance notified to Us shall be deemed to have been made during the Period of Insurance in which the notice of such circumstance was first received by Us,
 - (c) discover a reasonable cause for suspicion of any dishonesty or fraud on the part of any past or present director, partner or Employee of Yours, whether giving rise to a Claim or not, You shall give written notice to Us of such discovery as soon as practicable,
 - (d) discover any loss of or damage to Documents, You shall give written notice to Us of such discovery as soon as practicable, provided always that any such written notice under any part of this condition (1) is received by Us during the Period of Insurance.

Any written notice should be sent to: Church of Scotland Insurance Services Ltd,
121 George Street, Edinburgh, EH2 4YN.

- (2) In the event of a Claim or loss or the discovery of a circumstance that might give rise to a Claim or loss, You must not admit liability for or settle any Claim or incur any related costs or expenses without Our written consent.
- (3) In the event of a Claim or loss or the discovery of a circumstance that might give rise to a Claim or loss, We will be entitled, at Our own expense at any time, to take over and conduct in Your name the defence or settlement of any such Claim or loss.

If We do take over and conduct the defence or settlement of any such Claim, You shall give Us all such information and assistance as We may reasonably require and that is in Your power to provide.

Without prejudice to the generality of the above, Your duty to assist Us includes;

- (a) providing all such information, assistance, signed statements or depositions as may be required to facilitate compliance with any civil procedure rules, practice directions and pre-action protocols as may be issued,
- (b) allowing Us to present the best possible defence of a Claim within the time constraints available,
- (c) ensuring ready access to all and any information that We may require in the defence of a Claim or investigation of a loss,
- (d) ensuring the payment, on demand, of the Excess in conjunction with the terms of any settlement agreed by Us.

Section VII Charity Trustee Indemnity

Guidance Note (not forming part of the Policy)

This Section amongst other things provides cover for your Charity Trustees up to the limits specified in respect of their “wrongful acts”. Such acts as defined include things like breach of duty including fiduciary or statutory duty; negligent act error or omission; defamation and so on. This is a compulsory Section and forms part of the standard package.

Definitions

Bodily Injury: Any injury, death, illness, sickness, psychological injury, emotional distress, mental anguish or nervous shock.

Claim: Any (1) demand whether oral or in writing, for damages or compensation. (2) notice of (a) Criminal Proceedings, (b) Disqualification proceedings, (c) Employment Practice Proceedings, (d) Regulatory Proceedings, (e) other civil or arbitration proceedings.

Criminal Proceedings: A prosecution brought before any criminal court in the United Kingdom against any Insured Person in their capacity as a director, officer or trustee of the Insured.

Disqualification Proceedings: Proceedings commenced by pre-action protocol letter, summons, application or claim form against any Insured Person in their capacity as a director of the Insured, under The Company Directors’ Disqualification Act 1986.

Defence Costs: The cost and expenses incurred by an Insured Person or You in the investigation or defence of any Claim in so far as those costs and expenses have been incurred with Our written consent. Defence Costs shall not include Your management costs or any overtime, wages, salaries, or fees of any Insured Person or any of Your Employees.

Employment Practice Proceedings: Proceedings commenced by pre-action protocol letter, IT1 or claim form against any Insured Person in their capacity as a director, officer or trustee of the Insured, arising out of any alleged or actual: (1) discrimination, (2) wrongful or unfair dismissal, discharge or termination of employment, (3) breach of any written employment contract, (4) wrongful failure to promote, (5) wrongful demotion, (6) wrongful deprivation of career opportunity, (7) negligent evaluation, (8) failure to furnish accurate job references.

Failure: Any partial or complete reduction in the: (1) performance, or (2) availability, or (3) functionality, or (4) the ability to recognise or process any date or time, of any (a) Computer and Electronic Equipment, (b) electronic means of communication, (c) web site.

Formal Investigation: Enquiry or investigation commenced by official notice instituted by statutory, regulatory or professional bodies empowered under statute to investigate the Business activities of the Insured or an Insured Person in their capacity as a director, officer or trustee of the Insured.

Insured Person: Any natural person who is or has been or becomes during the Period of Insurance, a director, officer or trustee of the Insured.

Limit of Indemnity: The maximum amount, stated in the Policy Schedule, which We will pay in respect of any one Claim (including claimant’s costs and expenses and Defence Costs) and in total for all Claims first made during any one Period of Insurance.

Section VII Charity Trustee Indemnity

Legal Representation Expenses: Reasonable and necessary legal representation fees and related professional charges which an Insured Person incurs personally in their representation at a Formal Investigation.

Loss of Data: Physical or electronic or other loss or destruction or alteration or loss of use, whether permanent or temporary, of or damage to Data, of whatsoever nature, in whole or in part, including, but not limited to, Loss of Data resulting from loss or damage to Computer and Electronic Equipment or Data Storage Materials, including while stored on Data Storage Materials.

Loss: Sums which any Insured Person or You are legally liable to pay in respect of any

- (1) damages, compensation or other settlements
- (2) claimants' costs and expenses
- (3) Defence Costs.

Pollution: Any contamination by naturally occurring or man-made substances, forces or organisms or any combination of them, whether permanent or transitory and however occurring.

Regulatory Proceedings: Investigation or enforcement proceedings commenced by official notice brought by a regulator empowered under statute against any Insured Person in their capacity as a director, officer or trustee of the Insured.

Retired Insured Person: Insured Persons who have ceased to act in their insured capacity prior to the expiry of the Period of Insurance for reasons other than (1) disqualification, on grounds relating to fitness, or propriety, from holding office or from managing a company, (2) a Transaction having taken place.

Subsidiary: Any organisation which is owned and controlled by You.

Terrorism: Any act but not limited to (1) the use or threat of force or violence, or (2) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear or chemical or biological or radiological means caused or occasioned by any person or group(s) of persons, or so claimed, in whole or in part for political, religious, ideological or similar purposes.

The Defined Territories: Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or offshore installations within the Continental Shelf around such territories

The Territorial Limits: Anywhere in the world in connection with The Business conducted by You from premises within The Defined Territories.

Transaction: The occurrence of any of the following events: You (1) cease to trade, (2) consolidate with or merge into another entity, (3) dispose of all or substantially all of Your assets.

Wrongful Act: Any actual or alleged

- (1) breach of duty including fiduciary or statutory duty
- (2) negligent act, error or omission
- (3) defamation
- (4) breach of warranty of authority
- (5) misstatement or misleading statement
- (6) wrongful trading

committed by an Insured Person in their capacity as a director, officer or trustee of the Insured or the Insured within the Territorial Limits.

Section VII Charity Trustee Indemnity

What is covered	What is not covered
<p>Directors, Officers and Trustees Liability</p> <p>We will indemnify any Insured Person for Loss arising from a Claim as the result of a Wrongful Act, provided that</p> <p>(a) such Claim is first made and notified to Us during the Period of Insurance</p> <p>and</p> <p>(b) such Loss is not recoverable by an Insured Person from You in which case Insured Reimbursement described below will apply.</p> <p>Insured Reimbursement</p> <p>In the event that You are required or permitted to indemnify an Insured Person, We will pay on Your behalf for Loss arising from a Claim as the result of a Wrongful Act, provided that</p> <p>(a) such Claim is first made and notified to Us during the Period of Insurance</p> <p>and</p> <p>(b) such Loss is not recoverable by You from any other source.</p> <p>Heirs, Spouses or Legal Representatives</p> <p>In the event of an Insured Person's death, incapacity, insolvency or bankruptcy We will indemnify their lawful heirs, marital spouse, estate or legal representatives in respect of any legal liability by reason of their lawful status for Loss arising from a Claim as the result of a Wrongful Act.</p> <p>Claims brought by the Insured or Insured Persons</p> <p>In the event of any action or proceedings being brought by or on behalf of an Insured Person or the Insured in respect of a Claim arising from a Wrongful Act, We will provide indemnity for Loss arising from any</p> <p>(a) Claim brought by any retired director of the Insured</p> <p>(b) Claim brought by an administrator, liquidator or receiver appointed to deal with the insolvency of the Insured.</p>	<p>We will not provide indemnity in respect of any Claim</p> <p>(1) arising from proceedings brought against an Insured Person and which have been issued prior to, the inception of this Section,</p> <p>(2) or circumstance that might give rise to a Claim which</p> <p>(a) has been notified to and accepted under any other insurance attaching prior to the inception of this Section</p> <p>(b) an Insured Person or the Insured should after reasonable enquiry have been aware of prior to the inception of this Section.</p> <p>(3) arising from any Wrongful Act committed by the lawful heirs, marital spouse, estate or legal representatives of an Insured Person.</p> <p>(4) arising directly or indirectly from or in consequence of</p> <p>(a) any dishonest, fraudulent act or omission by any Insured Person if a court judgement or other final adjudication establishes such dishonest, fraudulent act or omission</p> <p>(b) any Insured Person having gained any personal profit, remuneration or advantage to which they were not legally entitled.</p> <p>(5) from any action or proceedings brought by or on behalf of an Insured Person or the Insured other than specifically indemnified under the cover headed "Claims brought by the Insured or Insured Person".</p> <p>(6) from an action brought by or on behalf of any past or present shareholder who had or has direct or indirect ownership of or control over 25% or more of the voting shares or rights of the Insured.</p>

Section VII Charity Trustee Indemnity

What is covered	What is not covered
<p>Pollution Defence Costs</p> <p>We will pay Defence Costs arising from any Claim for any Pollution as the result of a Wrongful Act provided that such Claim is first made and notified to Us during the Period of Insurance.</p> <p>Our total liability under this Cover during any one Period of Insurance and which is part of and not in addition to the Limit of Indemnity will not exceed £100,000 or the balance of the Limit of Indemnity available, whichever is the lesser.</p> <p>Loss of Documents</p> <p>We will pay all reasonable costs and expenses incurred by You in replacing, restoring or reconstituting Documents, lost or damaged in the conduct of Your business provided the loss or damage is suffered and first discovered by You and notified to Us during the Period of Insurance.</p> <p>Our total liability under this Cover shall not exceed £50,000 for any one occurrence and £150,000 in all in any one Period of Insurance.</p> <p>We will not provide indemnity under this Section in respect of any loss or damage to Documents which are stored on a Computer System, unless such Documents are duplicated with the intention that in the event of loss or damage the duplicate can be used as the basis for restoring the Documents to their original status.</p> <p>Legal Representation Expenses</p> <p>We will pay on behalf of any Insured Person any reasonable costs and expenses incurred by them for representation at a Formal Investigation during the Period of Insurance, provided that</p> <p>(a) such costs and expenses are incurred with Our prior written consent and</p>	<p>(7) arising directly or indirectly</p> <p>(a) from the provision of, or failure to provide professional services or professional advice</p> <p>(b) a breach of any contract for the provision of professional services or professional advice.</p> <p>(8) directly or indirectly arising out of any</p> <p>(a) pension or superannuation scheme</p> <p>(b) health and welfare plan</p> <p>(c) share option scheme or plan</p> <p>(d) other employee benefit programme established or maintained for the benefit of the Insured or the Insured's employees.</p> <p>(9) arising directly or indirectly from related to or as a consequence of any Bodily Injury.</p> <p>(10) arising directly or indirectly from or caused by Pollution other than Defence Costs indemnified under the cover headed "Pollution Defence Costs".</p> <p>(11) arising directly or indirectly from or caused by Property Damage other than cover provided under cover headed "Loss of Documents".</p> <p>(12) arising directly or indirectly from a Subsidiary.</p> <p>(13) arising directly or indirectly from Business Activities in countries outside the Territorial Limits.</p> <p>(14) arising from any legal proceedings brought in a court of law outside the United Kingdom or brought in the United Kingdom to enforce a judgement or order made in any court of law outside the United Kingdom.</p> <p>(15) arising from directly or indirectly or in consequence of any failure to effect or maintain any insurance Policy for any Charity.</p>

Section VII Charity Trustee Indemnity

What is covered	What is not covered
<p>(b) the attendance of that Insured Person is required directly in relation to the Formal Investigation</p> <p>and</p> <p>(c) the subject of the Formal Investigation may become a Claim under this Section and in respect of which We may be obliged to provide an indemnity under the terms of this Section.</p> <p>Our total liability under this cover whether involving one or any number of Insured Persons will not exceed £25,000 which is part of and not in addition to the Limit of Indemnity in all any one Period of Insurance.</p> <p>Extended Reporting Period</p> <p>If We decline to offer renewal terms for this Section for reasons other than nonpayment of premium, You have the right to extend the Period of Insurance for an additional 12 months, hereafter referred to as the Extended Reporting Period.</p> <p>Provided that</p> <p>(a) You make written application to Us to exercise the Extended Reporting Period within 15 days of the expiry date of the Period of Insurance</p> <p>(b) payment of the additional premium chargeable is made by You within 30 days of the expiry date of the Period of Insurance</p> <p>(c) indemnity during the Extended Reporting Period is only provided in respect of any Wrongful Act committed prior to the expiry date of the Period of Insurance</p> <p>(d) this Section is not superseded by another Policy covering the same, or substantially the same, risks.</p>	<p>(16) arising from or in consequence of any actual or alleged infringement of any copyrights, patents, service marks, trade secrets or any other intellectual property rights, registered or unregistered, or misappropriation of ideas.</p> <p>(17) The amount of any Excess applicable to Your Policy.</p>

Section VII Charity Trustee Indemnity

What is covered	What is not covered
<p>Retired Insured Persons</p> <p>If this Section is neither renewed nor replaced with similar cover You shall be entitled to an extended reporting period of 72 months. This extended reporting period shall commence from the expiry date of the Period of Insurance and shall, for each Retired Insured Person, apply only to Wrongful Acts prior to the date on which that Retired Insured Person became a Retired Insured Person.</p> <p>A Claim made during an extended reporting period shall be deemed to have been made during the Period of Insurance immediately preceding that extended reporting period. If, You take out any other insurance Policy which affords cover similar to the extended reporting period described above, then the extended reporting period shall come to an end or, if not yet obtained, cease to be available.</p> <p>Our total aggregate liability under this Policy shall not exceed £10,000,000 for any Claim(s) arising from any one Insured. This limit is part of and not in addition to the Limit of Indemnity stated in the Policy Schedule.</p>	

Section VII Charity Trustee Indemnity

Conditions

(1) Change of Control

If during the Period of Insurance You

- (a) consolidate or merge into, sell all or the majority of Your assets to any person, entity or group of persons or entities, or
- (b) become a subsidiary of another Charity or become controlled by another unrelated Charity

We will continue to provide indemnity but only in respect of any Claim as the result of a Wrongful Act prior to the date of the change.

(2) Authorisation

You shall act on behalf of any Insured Person or any other persons who may be entitled to indemnity under this Policy in respect of the

- (a) notification of any Claims in accordance with Claims Conditions (1), (2) and (3)
- (b) payment of premiums or the receiving of any return premiums that may become due under this Policy
- (c) negotiation, agreement to and acceptance of renewal terms and endorsements applying to this Policy terminating cover, but only with effect from 90 days after the time when that reduction or increase occurs. We will only provide indemnity in respect of any Wrongful Act committed prior to the date such offer was declared or made unconditional or the change of ownership became effective.

(3) Allocation

We will do all that is reasonably required to determine a fair and equitable allocation between any Loss which is indemnified and any other losses or costs which are not indemnified under this Policy taking into account the relative legal liability of each party involved. If We (You and Us) cannot agree on a fair and equitable allocation with You or the Insured Person, then the issue will be referred to a senior barrister (to be mutually agreed upon by the Insured Person, You and Us) for arbitration whose decision shall be based on the same principle as above and binding on all parties.

(4) Severability of Exceptions

For the purposes of determining whether an exception applies, no fact pertaining to the conduct of any Insured Person shall be imputed to any other Insured Person.

(5) Limit of Indemnity

An aggregate Limit of Indemnity applies to this Section. We have no liability in excess of such limit regardless of the number of Insured Persons or Claims made during the Period of Insurance.

(6) Originating Cause

All Claims or Losses arising directly or indirectly from one source or originating cause shall be treated for the purposes of the Limit of Indemnity as a single Claim or Loss.

(7) Contracts (Rights of Third Parties)

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

Section VII Charity Trustee Indemnity

(8) Liquidation

In the event of the Insured's liquidation, We will continue to provide indemnity but only in respect of any Claim as the result of a Wrongful Act prior to the date of liquidation. The date of liquidation will be deemed to be the date on which (a) resolution for voluntary liquidation is passed by You, or (b) a petition for compulsory liquidation is presented to the relevant authority.

(9) Other Insurances

If an Insured Person or the Insured is, or would be but for the existence of this Policy, entitled to indemnity under any other more specifically relevant and collectable insurance Policy in respect of any Claim or Loss, We shall not be liable for any Loss except in respect of any amount in excess of that which would have been payable under such insurance had this Policy not been effected.

(10) Policy Disputes

In the event of any dispute, the law of England and Wales and the courts of England and Wales will have exclusive jurisdiction for hearing and determining any litigation arising out of or in connection with this Policy.

(11) Excess Waiver

We will refund the Excess if a final adjudication or a complete and final settlement exonerates all Insured Persons involved in such Claim from liability and imposes no recourse.

Section VII Charity Trustee Indemnity

Claims Conditions

If, in relation to any Claim, You fail to fulfil or observe the requirements imposed upon You by conditions (1), (2), or (3) You or any Insured Person will lose the right to indemnity or payment for that Claim.

(1) Claims Notification

If during the Period of Insurance, regardless of any Excess, You or any Insured Person (a) receives any Claim or notice of any Formal Investigation, You shall give written notice to Us as soon as practicable, (b) becomes aware of any circumstance that might give rise to a Claim or notice of any Formal Investigation, You shall give written notice to Us of such circumstance as soon as practicable. Any Claim subsequently arising from any circumstance notified to Us shall be deemed to have been made during the Period of Insurance in which the notice of such circumstance was first received by Us (c) has a reasonable cause for suspicion of any dishonesty or fraud on the part of any Insured Persons, whether giving rise to a Claim or not, You shall give written notice to Us of such discovery as soon as practicable, provided always that any such written notice under any part of Claims Condition (1) Claims Notification is received by Us during the Period of Insurance.

Any written notice should be sent to:

The Church of Scotland Insurance Services Ltd,
121 George Street,
Edinburgh EH2 4YN

(2) Admission of Liability

In the event of a Claim or the discovery of a circumstance that might give rise to a Claim, You or any Insured Person must not admit liability for or settle any Claim, or incur any related costs or expenses, without Our written consent.

(3) Claims Control and Subrogation

In the event of a Claim or the discovery of a circumstance that might give rise to a Claim, We will be entitled at Our own expense at any time to take over and conduct in the name of You or the Insured Person the defence or settlement of any such Claim. We shall not settle any Claim without the consent of You or the Insured Persons. If however You or the Insured Persons refuse to consent to any settlement recommended by Us, then Our liability for such Claim (including Defence Costs) shall not exceed the amount for which the Claim could have been settled inclusive of Defence Costs, incurred with Our consent up to the date of such refusal and then only up to the Limit of Indemnity stated in the Policy Schedule. If We do take over and conduct the defence or settlement of any such Claim, You or any Insured Person shall give Us all such information and assistance as We may reasonably require and that is in the Your or any Insured Person's power to provide.

Section VII Charity Trustee Indemnity

Without prejudice to the generality of the above, this duty to assist them includes

- (a) providing all such information, assistance, signed statements as may be required to facilitate compliance with any civil procedure rules, practice directions and pre-action protocols as may be issued
- (b) allowing Us to present the best possible defence of a Claim within the time constraints available
- (c) ensuring ready access to all and any information that We may require in the defence of a Claim or investigation of a Loss
- (d) ensuring the payment, on demand, of the Excess in conjunction with the terms of any settlement agreed by Us.

We retain all rights of recovery available to You or any Insured Person in respect of any payment which may be made under this Policy.

Excesses

Policy Section	Standard Excesses (these will apply unless a different amount is shown in your schedule).
Section I and Section II Church/Hall Buildings and Section III Manse Buildings	<p>£250 each and every claim unless otherwise specified below.</p> <p>£500 for Theft of external non ferrous metals and subsequent damage where the premises are protected by SmartWater, the signage displayed and the use registered with SmartWater Technology Limited. If the Buildings are not so protected you will be responsible for 50% of each and every claim subject to a minimum of £500.</p> <p>£500 for Theft and Malicious Damage under the Contract Works extension.</p> <p>£500 for Subsidence under Section III Manse Buildings.</p>
Section IV(A) Contents	£100 each and every claim.
Section IV(B) Loss of Revenue	£250 each and every claim.
Section IV(F) Theft	£100 each and every claim.
Section IV(G) Glass	£100 Accidental Damage, all other claims £250.
Section IV(I) Money	£50 each and every claim.
Section IV(M) Personal Accident	Nil excess.
Section IV(R) Employers, Public and Products, Liability	£250 third party property damage claims.
Section IV(S) All Risks	£100 each and every claim.
Section IV(T) Goods in Transit	£50 each and every claim.
Section IV(V) Frozen Foods	10% of each and every loss, minimum £25.
Section IV(X) Miscellaneous	As detailed in Your Policy Schedule.
Section V Engineering	£100 each and every claim.
Section VI Breach of Duty	Nil excess.
Section VII Charity Trustee Indemnity	Nil excess.

Church of Scotland Insurance Services Ltd