

Summary of Cover



The Church of Scotland Insurance Scheme

Version 3.5 APR 2018

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Introduction

The Church of Scotland Insurance Scheme (the Scheme) has been developed with your needs in mind and it incorporates a range of automatic covers to create a wide insurance package at an affordable premium.

The Scheme is designed to provide cover for all the normal ecclesiastical activities of your congregation including the provision of cafe facilities and charity shops. It also provides cover for non hazardous fundraising events.

The policy is divided into a number of sections with the first three providing cover for ecclesiastical buildings including manses. Several sections are automatically included to complete the standard package arrangements providing cover for church and church hall contents, legal liabilities, loss of revenue, money, glass, and personal accident amongst others.

There are also some optional sections which you can choose and the Scheme is sufficiently flexible to allow the standard package limits to be extended upon request. In addition we can assist you in purchasing further covers outwith the Scheme such as Legal Expenses, Cyber Crime, and Terrorism if required.

The Scheme is administered by a small team at the Church of Scotland Insurance Services Ltd from its office in Edinburgh. The company is authorised and regulated by the Financial Conduct Authority.

The scheme is underwritten by Aviva Insurance Ltd and AXA UK plc which are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Background and Objectives

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 of 2013 has also instructed all Financial Boards and Courts to insure all ecclesiastical buildings, contents and liabilities through the Scheme.

There has been a long and distinguished history of insurance of ecclesiastical buildings under the Scheme. The new Scheme arrangements were first introduced in 2013 and include a number of improvements and extensions at no additional cost which has significantly enhanced the Scheme offering. The Scheme arrangements have been further enhanced in recent years.

The main function of the Scheme is to ensure that suitable insurance cover can be provided at an affordable premium to churches in Scotland no matter what their circumstances.

This is allied to a strong desire to deliver a wide and value for money insurance proposition for all congregations.

The company continues to make a major contribution to the Church of Scotland through the provision of Gift Aid. To achieve this company 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.

Important Information

Summary of Cover

This summary of cover will provide you with the main features, benefits and exclusions of the policy together with its principal extensions; however it is impossible to list in detail all the terms and conditions that may apply. Please refer to the policy document for **the full terms and conditions**. The document is available to view and download at www.cosic.co.uk.

Changes in Your Circumstances

If your circumstances change please tell us as it may have an effect on the operation of your policy (see Page 28 and 29 regarding the Duty of Fair Presentation).

- For example if any of your buildings (church/church hall or manse) become unoccupied and are no longer used for their original purpose you must tell us as insurers need to be informed. In these circumstances cover is restricted and we will be able to advise you as to the best course of action. You should also advise us if your Manse is let to someone other than your Minister or used for non residential purposes.
- Similarly please tell us if you are thinking of undertaking any substantial construction work or alterations to the fabric of your buildings as this may also have a bearing on the operation of your insurance.
- This advice also applies to the activities that your congregation undertakes from its buildings and in the community. If you are considering entering into any new activities, or alternatively allowing church property to be used for potentially hazardous activities or events please tell us as exclusions may apply.

In summary if you have any concerns or queries regarding your congregation's undertakings and activities please contact us and we can then advise you regarding the insurance position.

Making a Claim

Please tell us of any event or occurrence which may give rise to a claim as soon as it has happened.

You must also notify the police in cases of theft or attempted theft or malicious damage and make a note of the crime reference which is allocated and the name of the officer who attends.

Where claims under the Employers', Public or Products Liability, Charity Trustee Indemnity or Breach of Duty sections are involved, you must not provide the other party, or their representatives, with any admission of liability, whether verbally or in writing. Any correspondence that you receive from third parties must be passed immediately to us.

Failure to comply with any of the above may invalidate your claim.

Our address for correspondence is: 121 George Street, Edinburgh, EH2 4YN; or call us on 0131 220 4119. Our website is also a useful source of information at www.cosic.co.uk and you will also be able to pick up an electronic claim form from the site.

The Church Scheme

The scheme consists of a number of standard package sections with a range of optional sections.

Standard Package Sections	Standard Package Covers
Section I: Church Buildings	Fire, Lightning and Explosion
Section II: Church Buildings	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 plus Subsidence
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 of Contents	Theft
Section IV (G): Glass	Accidental Damage
Section IV (I): Money	Loss of Money and Personal Accident Assault
Section IV (M): Personal Accident	Accidental Bodily Injury whilst on the Business of the church
Section IV (R): Legal Liabilities	Employers, Public and Products Liability
Section IV (V): Frozen Foods	Deterioration of Stock following a temperature change
Section VI: Breach of Duty	Breach of Duty
Section VII: Charity Trustee Indemnity	Charity Trustee Indemnity
Optional Sections	Optional Covers
Section IV (S): All Risks	Cover for items Away from the Premises which are over the single item limit of £15,000
Section IV (T): Goods in Transit	Loss in Transit of stock/materials in trade
Section V: Engineering insurance for lifts, boilers, storage tanks etc.	Sudden and Unforeseen Damage/Breakdown
Section IV (X): Miscellaneous	As per the Policy Schedule

The following pages provide a brief summary of each of the sections.

Church Buildings including Manses - Sections I, II & III

The first three sections of the policy cover your church and manse buildings and are included as part of the standard package.

Cover, Features and Benefits

Buildings Sums Insured

The sum insured you choose should be sufficient to reinstate the building in the event of partial or total loss, and this will be the basis upon which your claims will be settled.

Included within the definition of buildings are; fixed pews and pulpits, pipe organs, screen panelling, glass including stained and leaded glass; 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. All such items plus due allowance for professional fees should be included in the sum insured which you select for buildings.

Insured Contingencies

The standard package cover under Sections I, II and III includes:

Fire, Lightning, Explosion, Aircraft and other aerial devices or articles dropped from them, Riot, Civil Commotion, Malicious Damage, Storm, Flood and Falling Trees, Escape of water from any tank, apparatus or pipe, Escape of fuel from any fixed oil heating installation, Impact, Earthquake and Accidental Damage (not including Fixed Glass, see Glass Section, Page 14).

Damage caused by Acts of Terrorism is not included. If you require Terrorism cover you should contact us for a quotation.

Main Exclusions and Limitations

Limit

- The maximum payable will be the sum insured.

- The first part of any claim (the excess) as shown in your policy schedule.
- Subsidence, ground heave or landslip (except for Manses).
- Gradually operating causes such as wet or dry rot, wear and tear, corrosion, mould or fungus.
- Faulty or defective design, materials or workmanship.
- The property insured's own mechanical or electrical breakdown or derangement.
- Damage to fences, gates and moveable property in the open (unless by falling trees affected by storm).
- Restrictions in cover also apply to unoccupied buildings.

Church Buildings including Manses – Sections I, II & III

Extensions

Cover, Features and Benefits	Main Exclusions and Limitations
<p>Theft Damage to Buildings</p> <p>Cover for damage arising from theft or attempted theft to the building including theft of non-ferrous metals.</p>	<p>Limit</p> <ul style="list-style-type: none"> Limit of indemnity for theft of external metal including subsequent damage is £50,000. Losses are also subject to an increased excess or coinsurance.
<p>Bequeathed Property</p> <p>Cover for buildings bequeathed to the church.</p>	<p>Limit</p> <ul style="list-style-type: none"> Up to £250,000.
<p>Capital Additions</p> <p>Cover for newly acquired or erected property.</p>	<p>Limit</p> <ul style="list-style-type: none"> Up to 10% of the total buildings sum insured on the policy or £50,000 whichever is the lower.
<p>Minor Contract Works</p> <p>Cover for a contract to extend, alter, or refurbish the building including unfixed materials on site.</p>	<p>Limit</p> <ul style="list-style-type: none"> Limited to contracts having a value of up to £150,000 including professional fees and VAT. Subject to the congregation having entered into a contract for the alteration, extension or refurbishment.
<p>Falling Trees</p> <p>The costs of removing fallen trees for which you are responsible but only where there has been damage to the property insured. This includes the cost of felling, lopping or pruning to prevent the immediate threat of damage to property or to safeguard life.</p>	<p>Limit</p> <ul style="list-style-type: none"> Maximum payable is £2,500 any one incident.

Cover, Features and Benefits	Main Exclusions and Limitations
<p>Headstones, Monuments and Memorials</p> <p>The costs of making safe any of these items not belonging to you but which have been made unsafe following damage insured under the policy.</p>	<p>Limit</p> <ul style="list-style-type: none"> Maximum payable is £2,500 in any one period of insurance.
<p>Trace and Access</p> <p>Cover for reasonable costs and expenses to locate the source of damage, and subsequent repairs incurred with the consent of the insurer necessary as a result of an escape of water or leakage of fuel from tank, apparatus or pipes.</p>	<p>Limit</p> <ul style="list-style-type: none"> Maximum payable is £50,000 for all claims in any period of insurance.
<p>Insect Nest Removal</p> <p>The cost of removing the nests of wasps, bees or hornets and other insects harmful to humans from The Premises.</p>	<p>Limit</p> <ul style="list-style-type: none"> Maximum payable is £500 any one claim.
<p>Manse - Loss of Rent and Alternative Accommodation</p> <p>If the manse cannot be lived in as a result of insured damage then cover is provided for loss of rent or the cost of reasonable alternative accommodation.</p>	<p>Limit</p> <ul style="list-style-type: none"> Maximum payable is 20% of the sum insured on the building.
<p>Legal Expenses for the Eviction of Squatters</p> <p>Legal costs and expenses payable to a lawyer or other suitably qualified person who has been appointed to act for You with the insurer's agreement in any civil action to evict anyone in the Property Insured who does not have permission to be there.</p> <p>All legal proceedings will be dealt with by a Court or other body agreed by the insurer within the Geographical Limits. The maximum We will pay in any one Period of Insurance is £2,500.</p>	<p>Limit</p> <ul style="list-style-type: none"> Maximum payable is £2,500 in any one Period of Insurance.

Contents of Churches and Church Halls - Section IV (A)

This section forms part of the standard package and provides cover for your church and church hall contents.

Cover, Features and Benefits	Main Exclusions and Limitations
<p>Contents Sums Insured</p> <p>The sum insured you choose should be sufficient to replace all of your contents without making a deduction for wear and tear.</p> <p>Contents include any moveable items owned by the church or for which it is legally responsible.</p> <p>The sums insured stated in your policy schedule will not generally be reduced by the amount of a claim.</p>	<p>Limit</p> <ul style="list-style-type: none"> ▪ The maximum payable will be the sum insured.
<p>Insured Contingencies</p> <p>The standard package provides cover in the event of damage from the following contingencies:</p> <p>Fire, Lightning, Explosion, Aircraft and other aerial devices or articles dropped from them, Riot, Civil Commotion, Malicious Damage, Storm, Flood and Falling Trees, Escape of water from any tank, apparatus or pipe, Escape of fuel from any fixed oil heating installation, Impact, Earthquake and Accidental Damage.</p> <p>Like the cover provided under buildings sections there are a number of very important extensions included automatically under the Church Scheme.</p> <p>Damage caused by Acts of Terrorism is not included. If you require Terrorism cover you should contact us for a quotation.</p>	<ul style="list-style-type: none"> ▪ The first part of any claim (the excess) as shown in your policy schedule. ▪ Gradually operating causes such as wet or dry rot, wear and tear, corrosion, mould or fungus. ▪ Faulty or defective design, materials or workmanship. ▪ The property insured's own mechanical or electrical breakdown or derangement. ▪ Damage to fences, gates and moveable property in the open (unless by falling trees affected by storm). ▪ Restrictions in cover also apply to unoccupied buildings.

Contents of Churches and Church Halls - Section IV (A)

Extensions

Cover, Features and Benefits	Main Exclusions and Limitations
<p>Contents away from the Church/Church Hall</p> <p>Cover is provided for physical loss or damage of the contents whilst temporarily removed from the buildings to anywhere in the UK.</p>	<p>Limit</p> <ul style="list-style-type: none"> The maximum payable in respect of any one item is £15,000; and £30,000 for all claims in any one period of insurance. When Communion Ware and other contents are left in an unattended vehicle then conditions apply (see the policy document for full details).
<p>Bequeathed Property</p> <p>Cover for articles bequeathed to the church.</p>	<p>Limit</p> <ul style="list-style-type: none"> Up to £25,000 limit any one claim and £10,000 any one item.
<p>Exhibitions</p> <p>Cover is provided for stock and materials at any exhibition that does not exceed 7 days.</p>	<p>Limit</p> <ul style="list-style-type: none"> Up to a maximum of £25,000 any one claim.
<p>Property at Fundraising and Catering Events</p> <p>Cover for stock and materials at fundraising events or for events that you are providing catering for, not exceeding 7 days.</p>	<p>Limit</p> <ul style="list-style-type: none"> Up to a maximum of £5,000 any one claim.
<p>Donated Goods for Fundraising</p> <p>Cover is provided for donated goods to be used for fundraising events.</p>	<p>Limit</p> <ul style="list-style-type: none"> Maximum payable is £2,500 any one claim, and £500 any one item.
<p>Metered Services</p> <p>Cover is provided for loss of oil, gas, or metered water from the water or heating system or electricity from a metered system</p>	<p>Limit</p> <ul style="list-style-type: none"> Maximum payable for decontaminating the grounds of the Premises following accidental discharge of oil is £25,000.

Cover, Features and Benefits

following Damage.

Temporary Removal

Cover is provided for contents (other than documents, manuscripts, books and data storage materials) whilst temporarily removed for cleaning, renovation or repair.

Main Exclusions and Limitations

- Maximum payable for replacing liquid petroleum gas or oil following accidental discharge is £5,000.
- Maximum payable for theft of from any storage tank used for the heating system at the Premises is £5,000.

Limit

- Maximum payable is 10% of the contents sum insured or £250,000 whichever the lower.
- Whilst removed for a maximum of 90 days.

Loss of Revenue - Section IV (B)

Cover, Features and Benefits

Loss of Revenue

This section forms part of the standard package and provides cover for your loss of revenue whilst your buildings are closed for repair following damage insured under the policy for which a claim has been accepted.

For example income may be lost from plate collections or you may be unable to continue to let your buildings to other organisations.

Cover is also provided for the additional expenditure necessarily and reasonably incurred in minimising the period the church or church hall is unable to be used, providing it does not exceed the reduction in revenue that is avoided by this expenditure.

Damage caused by Acts of Terrorism is not included. If you require Terrorism cover you should contact us for a quotation.

Main Exclusions and Limitations

- The first part of any claim (the excess) as shown in your policy schedule.

Limit

- The maximum payable under the standard cover is £100,000 any one event.
- Period of indemnity as shown in your policy schedule

Extensions

Cover, Features and Benefits

Archaeological Digs

Covers the 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.

Main Exclusions and Limitations

Limit

- The maximum payable in one Period of Insurance is £25,000.

Completion of Voluntary Work

The cost of employing a contractor to complete minor works of maintenance, repair or redecoration at the Premises when the work having been commenced by a volunteer,

Limit

- The maximum payable for any one claim is £1,000.

Cover, Features and Benefits	Main Exclusions and Limitations
<p>cannot be completed by the expected date because the volunteer has sustained Accidental Bodily Injury which prevents the volunteer from working.</p>	
<p>Event Locations</p> <p>Cover for losses following Damage in any situation where you are holding a fundraising event, exhibition or other activity at any premises in the European Economic Area.</p>	<p>Limit</p> <ul style="list-style-type: none"> ▪ The maximum payable for any one claim is £10,000.
<p>Failure of Electricity, Gas, Water or Telephones</p> <p>Cover for losses following accidental failure of the services described.</p>	<p>Limit</p> <ul style="list-style-type: none"> ▪ Any failure lasting less than 4 hours. ▪ Failures due to the deliberate act of the supply authorities; or as result of strikes or other industrial action.
<p>Prevention of Access</p> <p>Losses arising following damage to property within one mile of the boundary of your buildings which physically prevents or restricts access to or use of the church or church hall.</p>	<p>Limit</p> <ul style="list-style-type: none"> ▪ Any interruption or interference lasting less than 12 consecutive hours. ▪ The damage would form an accepted claim under your policy.
<p>Unspecified Suppliers</p> <p>Cover for losses following Damage in any premises of your contracted suppliers of goods and services within Scotland, England, Wales, Northern Ireland, Channel Islands or the Isle of Man.</p>	<p>Limit</p> <ul style="list-style-type: none"> ▪ The maximum payable for any one claim is £10,000 or as stated in the Schedule. ▪ Damage at any premises of suppliers of electricity, gas water or telecommunications services.

Theft of Contents - Section IV (F)

Cover, Features and Benefits

Theft of Contents

This section forms part of the standard package and provides cover for theft or attempted theft of your contents.

Cover is also provided whilst your church remains open providing certain valuable items are contained within a securely locked cabinet or safe within a locked part of the building. These valuable items include communion ware; rare books and works of art; furs, curios and antiques; jewellery and precious stones.

Changing Locks

The costs of changing locks at your church buildings following loss of keys including safe keys, by theft or attempted theft.

Main Exclusions and Limitations

- The first part of any claim (the excess) as shown in your policy schedule.

Limit

- The maximum payable is the sum insured for this section.

Limit

- The maximum payable in respect of any one loss is £5,000.

Glass - Section IV (G)

Cover, Features and Benefits

Accidental Damage to Glass

This section forms part of the standard package and provides cover for accidental breakage of your fixed glass including stained and leaded glass in your church buildings.

Sanitary Ware

Also included is accidental damage to fixed wash hand basins, pedestals, sinks, lavatory bowls and cisterns.

Main Exclusions and Limitations

- The first part of any claim (the excess) as shown in your policy schedule.
- Breakage of glass whilst your buildings are unoccupied.

- The first part of any claim (the excess) as shown in your policy schedule.

Money and Personal Accident Assault - Section IV (I)

Cover, Features and Benefits

Loss of Money

This section forms part of the standard package and provides cover for loss of money belonging to you or for which you are responsible in connection with the business of your church.

Personal Accident Assault

Cover is also provided for accidental bodily injury to church volunteers, trustees and employees arising from theft or attempted theft, involving violence or the threat of violence whilst engaged on the business of your church.

Main Exclusions and Limitations

- The first part of any claim (the excess) as shown in your policy schedule.

Limits

- Crossed cheques and other non-negotiable items £500,000.
- Money in transit or in custody of collectors for 24 hours from the time they receive it £2,000.
- Money in the home of an authorised church volunteer, employee or trustee £2,000.
- Money in a locked safe, on the premises, or in a bank night safe £2,000.
- Any other loss £500.

Limits

- Death occurring within 24 months of Bodily Injury £10,000.
- Loss of hearing/sight/speech or one or more limbs within 24 months of Bodily Injury £10,000.
- Permanent Total Disablement within 24 months of Bodily Injury £100 per week for 104 weeks.
- Temporary Total Disablement within 24 months of Bodily Injury £100 per week for 104 weeks.
- Temporary Partial Disablement within 24 months of Bodily Injury £50 per week for 104 weeks.

Money and Personal Accident Assault - Section IV (I)

Extensions

Cover, Features and Benefits	Main Exclusions and Limitations
<p>Money in collection tins or boxes</p> <p>Cover for losses from collection tins or boxes anywhere in the U.K.</p>	<p>Limit</p> <ul style="list-style-type: none"> Maximum payable in respect of any one claim is £100 and £500 in any one period of insurance.
<p>Fundraising Events</p> <p>All money limits (other than collecting tins and vending machines) are increased by 100% for the period of two days before and until seven days after the event.</p>	
<p>Clothing and Personal Belongings</p> <p>Cover for loss of or damage to clothing or personal belongings of volunteers, trustees or employees following theft or attempted theft involving violence.</p>	<p>Limit</p> <ul style="list-style-type: none"> Maximum payable in respect of any one person is £500.

Personal Accident - Section IV (M)

Cover, Features and Benefits

Personal Accident

This section forms part of the standard package and provides cover for accidental bodily injury to your authorised volunteers, trustees and employees between the ages of 16 to 80 years, whilst acting on church business.

Main Exclusions and Limitations

- Gradually operating causes; suicide; deliberate exposure to danger; and certain hazardous activities.

Limits

- Death occurring within 24 months of Bodily Injury £10,000.
- Loss of hearing/sight/speech or one or more limbs within 24 months of Bodily Injury £10,000.
- Permanent Total Disablement within 24 months of Bodily Injury £100 per week for 104 weeks.
- Temporary Total Disablement within 24 months of Bodily Injury £100 per week for 104 weeks.
- Temporary Partial Disablement within 24 months of Bodily Injury £50 per week for 104 weeks.

Extensions

Cover, Features and Benefits

Medical Expenses

Some limited medical expenses cover is provided when compensation is provided under the temporary total disablement and temporary partial disablement contingencies.

Main Exclusions and Limitations

Limit

- Up to 30% of the amount paid in compensation, subject to a maximum of £10,000 in respect of any one event.

Pulpit Supplies

Costs and expenses incurred in securing a replacement if your usual speaker cannot take Sunday service due to accidental bodily injury.

Limit

- Up to £100 per Sunday; £1,000 in any one period of insurance.

Legal Liabilities - Section IV (R)

Cover, Features and Benefits

Employers Liability

This section forms part of the standard package and provides you with cover against your legal liability to pay compensation and costs and expenses in respect of bodily injury including death, illness, disease or nervous shock to employees including authorised volunteers sustained in the course of employment on church business.

This is a compulsory class of insurance which is required by law and you must display a Certificate of Insurance (which is provided to you each year) in a prominent place.

Public and Products Liability

This section also forms part of the standard package and provides you with cover against your legal liability to pay compensation and costs and expenses in respect of accidental bodily injury to persons other than employees or for accidental damage to their property.

Main Exclusions and Limitations

Limits

- The maximum amount payable in respect of any one claim or series of claims arising out of one cause is £10,000,000

Limits

- The maximum amount payable in respect of any one claim or series of claims arising out of one cause is £5,000,000.
- Third party property damage excess as shown in your policy schedule.

Extensions

Cover, Features and Benefits

Hired or Rented Premises

Cover for your legal liability for accidental damage to premises which are hired, rented or loaned to you in connection with church business.

Main Exclusions and Limitations

- The first part of any claim (the excess) as shown in your policy schedule.
- Liability imposed on you solely by reason of the terms of any hiring or renting agreement.
- Damage caused by fire or any other peril against which any hiring or renting agreement specifies that insurance is taken out.

Legal Liabilities - Section IV (R)

Extensions (continued)

Cover, Features and Benefits	Main Exclusions and Limitations
<p>Data Protection</p> <p>An indemnity is provided in respect of legal fees and defence costs plus any legal liability for compensation to an individual the subject of personal data you hold that suffers damage or distress caused by inaccuracy or loss of data, unauthorised destruction, disclosure or unauthorised access to the data arising from proceedings brought under Section 13 of the Data Protection Act 1998 or under Article 82 of the General Data Protection Regulation or any replacement legislation.</p>	<ul style="list-style-type: none"> ▪ Maximum payable in any period of insurance is £1,000,000 ▪ There are a number of exclusions to this extension including personal injury other than as provided by this clause; consequential loss; liability arising solely by reason of the terms of any agreement; liability arising under any penalty clause or any fine or statutory payment (please see the policy wording for a full list).
<p>Fundraising Events, Activities and Exhibitions</p> <p>Cover in respect of fundraising and other special events in connection with the business of the church.</p>	<ul style="list-style-type: none"> ▪ There are a number of exclusions to this extension including events, activities, and exhibitions which: involve a combined number of entrants and spectators of over 1,000 at any one time; where the event duration lasts more than 48 hours; and a range of other activities such as those involving animal rides, weapons, go karting, bungee jumping (please see the policy wording for a full list)
<p>Legal Expenses arising from Health and Safety Legislation</p> <p>Cover in respect of legal fees and expenses incurred with the written consent of the insurer for defending proceedings, including appeals together with the prosecution costs which arise from any health and safety enquiry or criminal proceedings for any breach of the Health and Safety at Work Act 1974.</p>	<ul style="list-style-type: none"> ▪ Your deliberate acts or omissions.

Cover, Features and Benefits

Legal expenses arising from Consumer Protection Act 1987 and Food Safety Act 1990

Cover in respect of legal fees and expenses incurred with the written consent of the insurer for defending proceedings, including appeals together with the prosecution costs which arise from criminal proceedings for breach of this legislation.

Private Hirer's Indemnity

Insurers will indemnify persons who hire, rent or borrow the church buildings for occasional social events, on not more than 3 occasions per hirer, during any period of insurance in respect of legal liability for which the church would have been entitled to indemnity.

Main Exclusions and Limitations

- Your deliberate acts or omissions.

Limits

- There must be a letting agreement in force for such use of the Premises.
 - Indemnity will not be provided if another insurance policy is in force.
- Maximum payable is £2,000,000.

Frozen Foods - Section IV (V)

Cover, Features and Benefits

Frozen Foods

This section is part of the standard package and extends cover to include frozen foods which spoil as a result of a malfunction to your refrigeration unit. A malfunction is described fully in your policy document.

Main Exclusions and Limitations

- The first part of any claim (the excess) as shown in your policy schedule.
- Food contained in any refrigeration unit over 15 years old.

Limit

- The maximum payable is £500.

Breach of Duty - Section VI

Cover, Features and Benefits

Breach of Duty

This section is part of the standard package and provides cover in connection with church business should a claim arise out of the negligent acts or negligent omissions 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.

Cover is also provided for reasonable costs and expenses incurred by the church in respect of any reasonable action to mitigate a loss or potential loss that otherwise would be the subject of a claim; provided the insurers give prior written consent.

Main Exclusions and Limitations

- Any losses arising from any person committing or conspiring to commit or condoning any dishonest or fraudulent act or omission.

Limit

- The maximum payable is £500,000 in respect of any one claim and in total for all claims (including legal costs and expenses) first made during any one period of insurance.

Charity Trustee Indemnity - Section VII

Cover, Features and Benefits

Charity Trustee Indemnity

This section is part of the standard package and provides cover for your Charity Trustees up to the limits specified in respect of their “wrongful acts”. Such acts as defined include breach of duty including fiduciary or statutory duty; negligent act, error or omission, and defamation.

Heirs, Spouses or Legal Representatives

In the event of an insured person's death, incapacity, insolvency or bankruptcy then insurers 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.

Loss of Documents

Cover for reasonable costs and expenses incurred in replacing, restoring or reconstituting documents lost or damaged in the conduct of church business provided the loss or damage is suffered and first discovered by the church and notified during the period of insurance.

Main Exclusions and Limitations

Limit

- The maximum payable is £500,000 for any one claim or claims arising from any one Charity subject to a limit of £5,000,000 in the aggregate for all claims under the scheme. This limit is part of and not in addition to the overall limit of liability of £5,000,000.

Limit - Loss of Documents

- The insurers 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.
- The insurers will not provide indemnity under this cover 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.

Optional Sections

All Risks - Section IV (S)

Cover, Features and Benefits

All Risks

This section is optional.

Section IV (A) Contents now provides cover for physical loss or destruction of your contents whilst temporarily removed from your premises up to a value of £15,000 any one item; and £30,000 for all claims in any period of insurance.

This optional section provides you with the opportunity to extend cover beyond these limits for individual specified items should it be required.

The policy schedule will show if this section is in force and which items you have chosen to include.

Main Exclusions and Limitations

- The first part of any claim (the excess) as shown in your policy schedule.
- There are a number of other exclusions which can be found in the policy document.

Limit

- The maximum payable is the sum insured selected for each item that you have specified.

Goods in Transit - Section IV (T)

Cover, Features and Benefits

Goods in Transit

This section is optional.

It provides you with cover for goods in transit in a vehicle which you own or operate. If you select this section cover is provided for stock and materials in trade whilst in transit by this method.

The policy schedule will show if this section has been selected and is in force.

Main Exclusions and Limitations

- The first part of any claim (the excess) as shown in your policy schedule.
- A Security Devices Condition applies which requires you to put into operation all locks and alarms to the vehicle and remove the keys if left unattended otherwise cover will not apply.

Limit

- The maximum payable is £1,000.

Optional Sections

Engineering - Section V

Cover, Features and Benefits

Engineering

This section is optional.

It 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.

Please also note that some boilers, pressure plant, and lifts/lifting equipment are subject to statutory inspection, for which we can arrange a contract on your behalf.

Damage caused by Acts of Terrorism is not included. If you require Terrorism cover you should contact us for a quotation.

Main Exclusions and Limitations

- The first part of any claim (the excess) as shown in your policy schedule.
- There are a number of other exclusions which can be found in the policy document.

Limit

- The maximum payable is £100,000 for each and every loss.

Miscellaneous - Section IV (X)

Cover, Features and Benefits

Miscellaneous

This section is used to provide cover of a specific or bespoke nature that we have agreed with you. The precise detail will be recorded in your policy schedule.

Main Exclusions and Limitations

General Information

Making a Complaint

We hope that you are pleased with the service we provide. However if you wish to make a complaint, please contact the Chief Executive at the address shown at the foot of page 4.

If you are not satisfied with the way your complaint has been dealt with you may be entitled to refer it to the Financial Ombudsman Service to which we subscribe.

Their contact details are as follows: The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR. The telephone number is 0800 023 4567.

The Financial Services Compensation Scheme

Church of Scotland Insurance Services Ltd is covered by the Financial Services Compensation Scheme (FSCS) and you may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of insurance and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS at www.fscs.org.uk

Claims Opening Hours and Contact Numbers

Claims Service 0131 220 4119

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. Alternatively you can call a claims line provided by one of the underwriters on the Scheme, Aviva. The telephone number is **0800 0151498**, and this operates 24 hours a day, 365 days a year.

Other Advice and Enquiries

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 5.00 pm.

Topics of Interest

Bank Custody

Some congregations make arrangements with their Bank for the safekeeping of their valuables, such as Communion Plate, other precious metals, works of art, and collections when not in use and we would encourage you to do this. Whilst insurance can provide a financial recompense in the event of loss, the heritage attaching to many items of this sort makes them difficult to replace. We would also recommend that you retain a photographic record of valuables of this type and have them professionally revalued regularly.

Bouncy Castles (and other Inflatable Devices)

If you hire or purchase this type of equipment and agree to operate it, you will be responsible for its safe operation and compliance with related Health and Safety Executive requirements and/or recommendations. It is a potentially hazardous activity and if you plan to do this we would recommend you seek specialist advice. The regulations pertaining thereto currently require, for example, that you conduct a robust risk assessment and provide adequate, documented training for supervisors of the equipment. Failure to comply may not only result in a claim against you but also action by the Executive against the church officers responsible.

Importantly and in addition 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 therefore when hiring or using such equipment you comply with the following conditions:

- (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 manufacturer's 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.

Cafes and Restaurant Facilities

Liability cover in respect of the operation of a café or restaurant within your church or church hall is included automatically in your scheme policy. You simply need to let us know the value of any cafe stock or fixtures that you have and we can arrange for them to be added to your policy. Frozen foods cover is also included automatically. Goods in transit is also available as an optional section should it be required. Please contact us to discuss your requirements.

Change of Treasurer

Please advise us in writing of any changes as soon as possible, including change of address, a contact telephone number and e-mail address.

Charity Shops

Liability cover in respect of the operation of a charity shop within your church or church hall is included automatically in your scheme policy. You simply need to let us know the value of any charity shop stock or fixtures that you have and we can arrange for them to be added to your policy. Please contact us to discuss your requirements.

Condition of Average

The policy contains a condition known as "Average". It applies to Sections IV (A) and IV (F) covering Contents. The effect of this clause is that the insurer may proportionately reduce a claims payment to reflect any underinsurance. We would strongly recommend therefore that an inventory of Contents items is maintained by you and the sums insured that you select fully reflect the total cost of replacing all of your Contents. Failure to do so may result in a proportionate reduction in your claims payment in the event of an insured loss occurring.

Contract Works (new building or alterations to existing buildings)

Where you have entered into a contract for the extension, alteration or refurbishment of any of your Premises up to a contract value of £150,000 including professional fees and VAT, automatic cover is provided to the extent specified in the contract conditions. For contracts over this figure a separate insurance will need to be arranged which we can help you with. Notwithstanding this you should note the following and contact us prior to the commencement of any works, since:

Existing church premises: We may need to apply additional terms and/or conditions that reflect any increased insurance risk under the buildings and contents section(s) of the policy.

If no contract conditions are in place: You must establish who is responsible for what and it is recommended that you should always have written evidence of what has been agreed. It is essential that you check the adequacy of third party contractors' public liability insurance arrangements. You should establish, in writing, (preferably from their insurer or their insurance broker) that it provides at least a £5m limit of indemnity and will be valid for the whole of the contract period. It is equally important that it does not carry any exclusions that may be relevant, e.g. one that excludes the use

of a naked flame - if the contract that you are entering into includes "hot work activity"(re-covering a flat roof, for example).

Work undertaken by volunteers or by casual labour: Due to the increasing complexity and range of Health and Safety legislation, you should carefully consider the use of labour of this type, since the congregational board and its members are now legally responsible for exercising a duty of care towards both employees and members of the public. If you are in any doubt, we may offer some general guidance.

Work undertaken under contract over £150,000 in value: For contract works over £150,000 in value a separate contract will need to be arranged. It will normally be your responsibility to arrange this separate "Contract Works" policy in the joint names of the church and the contractor. Your architect should provide you with their professional advice in connection with the contractual arrangements. We can arrange a separate "Contract Works" policy on your behalf. A copy of a questionnaire is available on our web-site at www.cosic.co.uk

Please arrange for its completion and return to us in order that we can provide terms. It is generally completed by the architect concerned.

Dormitory Accommodation

The use of church premises for dormitory accommodation is not generally deemed to be a normal activity of the church. Ecclesiastical buildings for the most part are not designed for this purpose and are therefore not best suited to providing overnight accommodation of any sort. If you are considering this type of activity please contact us with full details of the proposed arrangements: - we provide a Dormitory Questionnaire for this purpose which can be obtained from www.cosic.co.uk. We would remind you that you have a statutory duty to assess fire risks and identify measures to minimise the risks to all parties using your premises including employees, tenants, members of the public and others. If you have not yet undertaken a Fire Risk Assessment guidance and relevant templates can be accessed via our web site or by following the links below, at the Church of Scotland and HSE web sites respectively:

http://www.churchofscotland.org.uk/resources/subjects/law_circulars/docs/health_and_safety/law_health_fire_safety.pdf and <http://www.hse.gov.uk/>

Duty of Fair Presentation

You have a duty to provide a 'fair presentation' of the risk to insurers when taking out, changing or renewing an insurance contract. This means that you must clearly disclose every material circumstance which you, your Kirk Session or Congregational Board, or persons responsible for arranging your insurance, know or ought to know following a reasonable search. A material circumstance is one that may influence an insurer's judgement over whether to take the risk and, if so, on what terms. For example:

- If your buildings are unused or unoccupied for more than 45 consecutive days;
- changes in a building's use, such as the provision of overnight accommodation;
- unusual or hazardous outreach and pastoral activity.

These are only a few specimen examples of material facts that should be disclosed – it isn't feasible to produce an exhaustive list since congregational activity can vary from church to church.

If you are in any doubt as to whether a circumstance is material you are advised to disclose it. Please note that failure to disclose a material circumstance may entitle the insurers to impose different terms on your cover or reduce the amount of a claim payable. In some cases your cover could be invalidated, which would mean that a claim would not be paid. Should you require further guidance, please contact us.

First Loss Cover

This is a form of restricted cover that provides insurance on your buildings for less than their full reinstatement value. Consequently it exposes the congregation to additional and unnecessary financial risk. In addition, the Church of Scotland General Trustees who own most of the ecclesiastical property in Scotland require that congregations arrange cover on a full reinstatement basis. In exceptional circumstances where reinstatement values exceed £20 million the General Trustees might support a request to arrange cover on a first loss basis. Such requests will need to be further supported by professional guidance regarding the selection of a "first loss" sum insured; which must together with the reinstatement value be subject to regular professional review at your cost. We do not therefore recommend that cover is arranged on this basis.

Foodbanks

There is no specific exclusion within the standard Church Scheme Insurance Policy relating to the running of a foodbank. There is also normally no additional premium charge levied in respect of such activities. However running a foodbank does create a number of additional risks – both from an insurance and health and safety perspective.

It is therefore very important that we are informed if you are running or plan to run a foodbank so we can advise you accordingly and assist in highlighting some of the issues that you may need to consider. The insurer may require to survey the premises being used and we will of course keep you advised of any such request. For further information please visit www.cosic.co.uk/guidelines

Health and Safety

Please contact us if you have any general enquiries regarding health and safety and the operation of the Church Insurance Scheme. We should be in a position to offer some general guidance depending on the nature of your enquiry. In addition, some guidance is provided on our web-site at www.cosic.co.uk where you will be able to view additional risk management information made available with the permission of our partner insurers. Furthermore, the Church of Scotland also provides general health and safety guidance on their web-site at www.churchofscotland.org.uk

Insurers

The Church Scheme is underwritten by two insurers. Aviva Insurance Limited lead and AXA Insurance UK plc also participate. Their details are provided below:

- Aviva Insurance Limited. Registered in Scotland, No2116. 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

Index Linking

Index linking is applied to Church Scheme Policies annually. It is a process that insurers use to help policyholders to keep up with inflation. By increasing the sum insured each year on buildings and contents reinstatement/replacement values should remain correct after inflation has been taken into account providing the original sum insured has been set at the correct level and there are no material changes to your buildings or contents.

Whilst index linking can help to protect against the risk of under insurance it is always wise to review your sums insured every few years to make sure they remain adequate as it remains your responsibility to ensure your sums insured are correct.

Member to Member Liability

Many Congregational Boards permit the use of their halls by congregation members for non-hazardous club activities. Examples may include flower arranging, badminton, carpet bowls etc. Provided that the club is conducted on a "not for profit" basis, within the church premises and does not have its own constitution, the Public Liability section of the policy will provide this cover. It will, however, be necessary to ascertain also that the club concerned is not affiliated to a national association and that it does not permit hazardous activities.

Premium Payments by Interest Free Instalments

Premiums can be paid by Direct Debit **and there is no credit or service charge applied**. Premiums are collected by 10 equal monthly instalments that begin on either your renewal date or the policy inception date. If the collection date is not a normal working day, the amount will be collected on the next working day.

Where you find it necessary to cancel your direct debit instruction, please do not do so without telling us. If you cancel your instalment facility within the period of the agreement then the remaining balance becomes due immediately.

Presbytery Activity

Presbyteries are deemed to be separate legal entities and therefore do not benefit from the protection afforded by the main insurance scheme arrangements. Separate arrangements which insure the liabilities and property belonging to presbyteries or for which they are legally responsible are available through us. Please contact us for details.

Proportions

The Insurers that underwrite the Church Scheme share the risks in the following proportions:

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).

Scaffolding

Church buildings become more vulnerable to theft and malicious damage when work is being conducted and scaffolding is erected around the building. Scaffolding can provide an easy means of access to the building for potential thieves and instances of lead being stolen from roof areas together with lead rainwater goods have occurred in Church of Scotland churches and church halls across Scotland. Whilst it may not be possible to entirely preclude an attack of this sort the introduction of some simple deterrent measures may go some way to preventing what can be costly damage and loss to the fabric of the building and its contents. The Church of Scotland Insurance Services in conjunction with one of its partner insurer's Aviva Insurance Limited, has produced a set of guidelines to provide you with some helpful advice to protect your buildings and other possessions. Please visit www.cosic.co.uk/guidelines

Special Events

The church scheme is designed to insure the normal ecclesiastical and social activities of the church, and has been extended to include fundraising events, activities and exhibitions. So the normal activities of church organisations such as Sunday School, Youth Club, Guilds and coffee mornings or fetes are generally acceptable and deemed to be incorporated within the policy cover. Unusual and hazardous events are excluded for example; anything lasting more than 48 hours, and or involving more than 1,000 contestants or attendees: bungee jumping; quad biking, go-karting and the like. Organised trips too, such as sponsored walks, hill-climbs etc. may present additional factors for consideration. It is not possible to provide an exhaustive list of hazardous activities so please contact us so we can advise you of the insurance position, and we may also be able to assist in making separate, more specific provision if appropriate.

Theft of External Metal

Cover has been provided to churches under our scheme since the 1st January 2012 subject to them having the insured contingency of malicious damage cover in force. Since 1st January 2016 the limit of indemnity for theft of external metal including subsequent damage is £50,000 in any one insurance year. Losses are subject to a minimum increased excess of £500 (until 31.12.16 this amount was £1,000), or coinsurance where the SmartWater conditions have not been met, whichever is the greater. Coinsurance requires a 50% contribution to the loss by the congregation with a minimum contribution of £500 (**see also the SmartWater Risk Management Initiative item for further information**).

SmartWater Risk Management Initiative

At the start of 2012 to protect churches against the threat of theft of their external metal a new risk management initiative was launched. The company partnered with SmartWater Technology Ltd to offer each church the opportunity of a SmartWater starter kit (upon request only), which includes a supply of forensic solution to mark external metal and deterrent signage. Please ensure that if you have requested and received a starter kit that you register its use with SmartWater. There is an ongoing annual licence fee for the use of SmartWater which is funded on your behalf by the company. For further information please give us a call or visit www.cosic.co.uk/guidelines

Unoccupied or Empty Buildings

When a church or church hall is no longer used for its original purpose and it becomes unoccupied cover is restricted by insurers. Please contact us as soon as practicable if this event occurs so we can advise you as to the nature of those restrictions and also place the building on an appropriate basis of cover. Please note that if a building is "Vested", we will seek confirmation that the General Trustees are in agreement with whatever action is determined.

Vacant Manses and Dwelling Houses

Please advise us as soon as premises become vacant, unoccupied and/or insufficiently furnished for habitation and are likely to remain so for more than forty five consecutive days. Cover is restricted after this period and conditions apply. We can discuss the conditions with you and advise you regarding the reduction in cover and the course of action you need to take.

Use of Church Premises by Other Organisations

Church organisations, such as the Guilds, Youth Group and Choir are protected by the scheme policy. However non-church organisations are not. These may include Scout and Guide groups for which their own national organisations should have cover in place. Other organisations, such as Playgroups may subscribe to national or regional arrangements. There are however many community groups which may use your premises and it is important that you ensure that they have current and appropriate Public Liability insurance provision in place. If they negligently cause damage or injury whilst using your premises recovery from them may be pursued under those insurance arrangements. The Law Department of the Church of Scotland has given separate general guidance on "letting" and we would recommend that you also refer to it at www.churchofscotland.org.uk

Valuations (for Reinstatement) of Church Buildings

A revaluation programme of church buildings was instigated at the behest of the General Assembly of the Church of Scotland in 2008 and this is complete. We are not qualified to provide professional valuations for insurance purposes and you should continue to seek independent professional advice from companies that are experienced in the valuation of ecclesiastical property. You should also seek confirmation that they have valid Professional Indemnity insurance in place since that will protect your position should they fail in their professional duty to you. When buildings have been

revalued please provide us with a copy of your valuation as soon as is practicable to ensure your sum insured remains adequate to protect you in the event of a loss.

Volunteers

Volunteers whilst working with you or for you on church business would generally be considered to be employees for the purposes of the relevant Employers Liability legislation. They are carrying out work for the church and, even although they may be unpaid, they are entitled to expect that you exercise the same duty of care towards them under Health and Safety legislation as if they were paid employees.

Church of Scotland Insurance Services Ltd

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