

Church of Scotland Insurance Scheme - Policy Wording

Effective Date – 1st January 2016

Changes to your Policy – Please read carefully

Increases to Limits

Theft Damage to Buildings

The Theft Damage to Buildings extension limit of £25,000 is increased to £50,000. This extension provides cover for theft of external nonferrous metals. The limit is inclusive of any subsequent loss which results from a cause not otherwise excluded.

Loss of Revenue

The standard limit is increased to £100,000. 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.

Breach of Duty

The definition of the Policyholder is changed to “ (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 organisation.” This removes the prior limit which stated that cover was operative in respect of item (b) providing the funding level for the charitable organization was below £500,000.

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

The following additional extensions are added:

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.

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.

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.

Insect Nest Removal

We will indemnify 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.

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

Extensions to Section IV (B) Loss of Revenue

The following additional extensions are added:

Archaeological Digs

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.

The maximum We will pay in one Period of Insurance is £25,000.

Completion of Voluntary Work

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.

The maximum We will pay any one claim is £1,000

Note: Accidental Bodily Injury is defined in Section IV (M) Personal Accident

What is Not Covered under this extension:

- (i) Accidental Bodily Injury suffered other than whilst acting under Your authority and engaged on Your Business.
- (ii) Accidental Bodily Injury resulting from any cause listed in "What is not covered" in Section IV(M) Personal Accident

Extension to Section IV (R) Legal Liabilities

Advertising Liability

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

(1) Compensation

(2) Costs and Expenses

as a result of

- (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.

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.

The maximum We will pay, inclusive of Costs and Expenses, in respect of

- (1) any one claim
- and
- (2) the total of all claims in any one Period of Insurance is £100,000.

We will not provide indemnity in respect of

- (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.

For the purposes of this clause the following definition applies

Publication

Any written material produced in the course of the Business.