

Church of Scotland Insurance Scheme

We are writing to you to tell you about the various policy cover improvements that are being applied to the Church Scheme, effective from the 1st January 2017. If you have any queries regarding these improvements then do please contact us to discuss.

Insurer Notice

This notice tells you about changes to your policy which will take effect from the 1st January 2017. Please ensure you read the changes carefully (together with the scheme policy wording), as they will form part of your contract of insurance, and keep them together with your other insurance policy documents.

General Definitions

Your existing Buildings definition is replaced as follows:

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.

Endorsements

The excess is changed, it now reads:

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.

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

The following Extension is added:

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

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lost or in danger of being lost.

Archaeological Research Work

Any archaeological exercise other than Archaeological Rescue Work.

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

The following Extensions have improved limits and/or additional covers:

This Extension has certain inner limits removed and now reads:

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
 - (a) £10,000 any one item
and
 - (b) £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.

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 trees
unless specifically agreed in writing by Us,
- (c) in respect of items more specifically excluded under the Policy Conditions.

This Extension has an increased limit of £2,500 (previously £1,000) and now reads:

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

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(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.

This Extension has an increased limit of £2,500 (previously £1,000) and now reads:

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.

This Extension has been significantly extended, it includes for example, the theft of oil from any storage tank used for heating purposes up to a limit of £5,000. It now reads:

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.

(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.

This Extension has an increased limit of £50,000 (previously £25,000) and now reads:

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

Loss of Revenue – Additional Contingencies

The following additional Contingency of Cancellation, Postponement, Abandonment and Relocation Costs has been added. It reads:

Definitions

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

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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.

Notifiable Disease: Any notifiable disease named in Section 88 of the Animal Health Act 1981 or any subsequent legislation or an order made under that Act.

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.

Additional Contingencies	What is not covered
<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 out with Your Control.</p> <p>In respect of:</p> <p>(1) Weather We will only indemnify You for Cancellation, Postponement, Abandonment or Relocation of a planned Event caused by or due to adverse weather where it</p> <p>(a) is reasonably deemed by You on the date of the Event to pose serious threat to the safety of those attending</p> <p>(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</p> <p>(c) prevents You from undertaking the necessary set up time to enable the</p>	<p>We will not indemnify You in respect of</p> <p>(1) Cancellation, Postponement, Abandonment or Relocation</p> <p>(a) caused by</p> <p>(i) withdrawal, insufficiency or lack of finance in respect of the Event or inadequate sales or profits or anticipated profits arising from the Event</p> <p>(ii) Your failure to pay, Your financial failure or Your default, insolvency, bankruptcy, liquidation, winding up, administration or any arrangement with Your creditors</p> <p>(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</p> <p>(iv) any breach of contract by You or Your Event organiser</p> <p>(v) labour disputes or industrial action</p> <p>(vi) any public transport travel delays or Cancellations</p>

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Additional Contingencies	What is not covered
<p>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> <p>(2) Cancellation due to non appearance.</p> <p>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 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>Subject to the following Conditions</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> <p>(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</p> <p>(2) ensure that any contracts in connection with the Event are in writing and duly executed</p> <p>(3) observe and comply with the requirements of any law, ordinance, court or regulatory body</p> <p>(4) make all necessary arrangements for the successful fulfilment of the Event</p>	<p>(vii) an illegal or unlawful act committed by You, or any Employee or Your Event organiser</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>

The following Additional Contingency has an improved limit of indemnity:

Failure of Electricity, Gas, Water or Telephones

The maximum payable under this Additional Contingency in respect of Telecomms is increased to £10,000 (previously £5,000).

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Loss of Revenue – Extensions

The following Extensions are added:

Event Locations

- (a) Any situation where You are holding a fundraising event, exhibition or other activity at any premises in the European Economic Area
- (b) Damage to Your property at or while in transit to or from any such situation The maximum

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

Unspecified Suppliers

Any premises of Your contracted suppliers of goods and or services within England, Wales, Scotland, Northern Ireland, Channel Islands or the Isle of Man.

We will not indemnify You in respect of Damage at any premises of suppliers of electricity, gas, water or telecommunications services.

The maximum We will pay under this Extension will be £10,000 or as stated in The Schedule.

Glass

This Section has had certain inner limits removed and now reads:

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> <ul style="list-style-type: none">(1) accidental breakage (including the cost of boarding up) of glass at the Premises(2) (a) Damage at The Premises to<ul style="list-style-type: none">(i) contents of display windows(ii) window and door frames(b) the cost of removing and reinstating obstructions to replacing glass(c) the cost of replacing alarm foil, lettering, painting, embossing, silvering occurring during the Period of Insurance.(3) breakage of fixed<ul style="list-style-type: none">(a) washhand basins, pedestals, baths, sinks(b) lavatory bowls, bidets, cisterns(c) shower trays, splashbacks at the Premises.	<p>We will not indemnify You in respect of</p> <ul style="list-style-type: none">(a) Damage to glass in<ul style="list-style-type: none">(i) light fittings(ii) signs(iii) stock and materials in trade or goods in trust(iv) vehicles(v) vending machines.(b) Damage to glass caused by scratching, gradual deterioration or wear and tear, or change in colour or finish.(c) breakage of glass<ul style="list-style-type: none">(i) while the Premises are Unoccupied(ii) in transit or while being fitted(iii) by workmen carrying out alterations or repairs to The Premises.(d) The amount of any Excess applicable to this Section.

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Money

The following Money in Transit Condition is removed from the Policy wording:

Money in Transit Condition

You must ensure that

- (1) such Money in transit is accompanied by the following number of persons, who must either be You or Your Authorised Volunteers, Trustees or Employees of Yours
 - (a) over £2,500 up to £5,000 by at least 2 persons
 - (b) over £5,000 up to £8,000 by at least 3 persons
 - (c) over £8,000 up to £12,000 by at least 4 persons.
 - (d) over £12,000 as stated in the Policy Schedule
- (2) private transport is used for amounts of Money in transit greater than £2,500 where the distance exceeds half a mile.

It may be applied in individual circumstances in which case it will appear in Your Policy Schedule.

Charity Trustee Indemnity

The limit of indemnity is increased under this element of cover to £25,000 (previously £10,000). The wording now reads:

Legal representation Expenses

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.

Aviva Insurance Limited

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