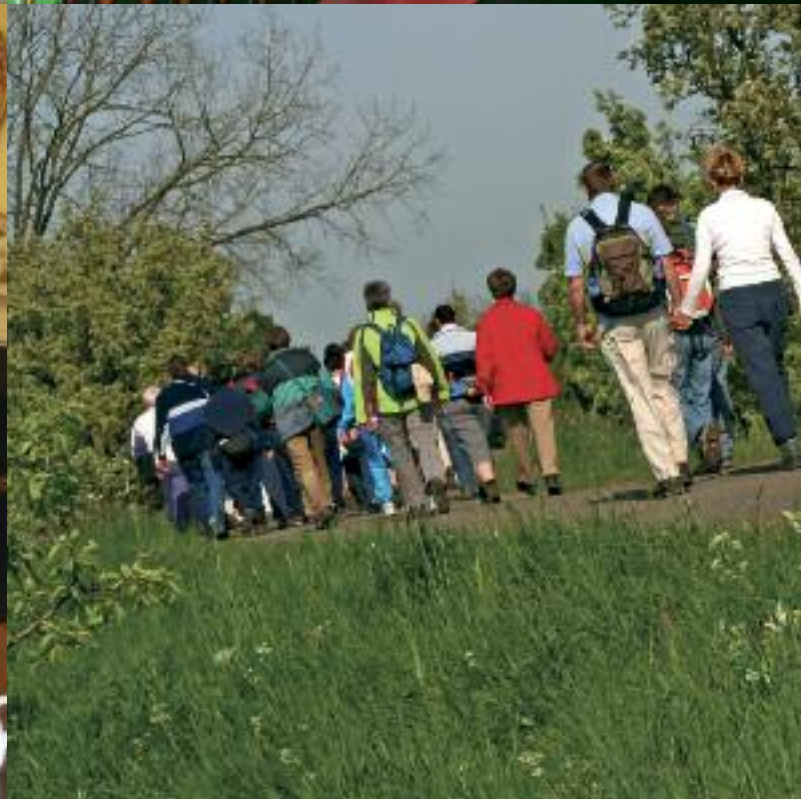


Circuit and District Shield Policy

Version 3



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Introduction

Policy information

The policy is divided into a number of sections. Your schedule will show you which sections are in force and for how much you are insured.

Please read the policy and schedule carefully. If you have any queries or wish to change your cover, contact us immediately.

If your needs change, tell us. We will send you an updated schedule whenever the cover is changed and at each annual renewal date. Please retain the latest schedule with your policy booklet, together with any special notices we send you about the policy.

Fundraising events and special activities

Your policy is designed to include all the common mainstream activities that your Circuit or District may be involved in such as fun days, bazaars and flower festivals. However, please tell us in advance if you are considering any activities of a potentially hazardous nature such as clay pigeon shoots, fireworks displays, rock climbing or abseiling. We will then confirm the insurance position, particularly in relation to public liability issues.

Prior to entering into any hiring agreement please send us a copy so that we can check for onerous terms such as making the hirer responsible for all damage, however caused.

More detailed advice about events and other matters can be found in our guidance leaflets.

Please contact us for more information or look at our website.

www.methodistinsurance.co.uk

How we will use your data

We hold data in accordance with the Data Protection Act 1998. It may be necessary for us to pass data to other organisations that supply products and services for this policy.

Fraud prevention

We may check your details with various fraud prevention and credit reference agencies. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. If you make a claim, we will share your information (where necessary) with other companies to prevent fraudulent claims. For further information on how we use your data and fraud prevention please refer to our Privacy Policy at www.methodistinsurance.co.uk/general/security-and-privacy

Useful information and telephone numbers

Claims services

0345 60 61 331

New claims can be reported 24 hours a day, 7 days a week.

Enquiries on existing claims can be made Monday to Friday 8am to 6pm.

Email: enquiries@micmail.com

Other enquiries

0345 60 61 331

Monday to Friday 8am to 6pm

Email: enquiries@micmail.com

For a wealth of information on our products and services why not visit our website at:

www.methodistinsurance.co.uk

General definitions

Each time any of the following words or phrases appear in this booklet in bold italic type (or in capital letters in the schedule) they will take the specific meaning shown below unless more specifically defined under each individual policy section.

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

Authorised volunteers

means voluntary workers acting under **your** authority whilst engaged in **your** business or authorised activities.

Buildings

means the **premises** including garages and outbuildings used only for domestic purposes, permanent fixtures and fittings including statues, fountains and hot tubs permanently fixed into the ground, fixed aerials and satellite dishes, wind turbines fixed to the buildings, solar panels, swimming pools, tennis courts, paths, drives, terraces, patios, walls, fences, hedges and gates all within the boundaries of the land belonging to the **premises**.

Business equipment

means audio and visual aids, computer or office electrical equipment.

Company/we/our/us

means Methodist Insurance PLC.

Condition precedent to liability

means a condition of this policy where non-compliance (provided that such non-compliance is material to the loss) shall mean the claim will not be paid and any payment on account of the claim already made by **us** shall be repaid to **us**.

Contents

means household goods, furniture, furnishings, all belonging to **you** or for which **you** are legally responsible or which are entrusted to **you** and situated within the **buildings**.

Excluding

- (i) **Money.**
- (ii) Motor vehicles, caravans (touring or static), trailers, aircraft, hovercraft, boats, and any accessory which is designed to be used with any of these.
- (iii) Any living creatures, trees, shrubs, plants or grass.
- (iv) Securities and documents of any kind (except as provided for under the Title deeds extension of the property damage section).
- (v) Fixtures and fittings.
- (vi) Property insured separately.
- (vii) **Business equipment.**
- (viii) Personal belongings and valuables.

Damage

means physical loss, destruction or damage.

Excess

means the first part of any one claim borne by **you**.

Geographical limits

means England, Scotland, Wales, Northern Ireland, Republic of Ireland, the Channel Islands and the Isle of Man.

Insured/you/your

means the Circuit Meeting or District Meeting and other designated Officials of the Circuit or District named in the schedule.

Insured events

means the insured events 1-17 as set out in the Property damage section.

Insured property

means the insured property described in the schedule.

Money

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

Premises

means that part of the buildings and grounds at the addresses shown in the schedule.

Unfurnished

means without enough furniture and furnishings for normal living purposes.

Unoccupied

means vacant, untenanted or not in use.

Insuring clause

This policy document and the schedule including all clauses applied to the policy shall together form the policy and be considered as one document.

In consideration of payment of the premium **we** will provide insurance against loss, destruction, damage, injury or liability (as described in and subject to the terms, conditions, limits and exclusions of this policy or any section of this policy) occurring or arising in connection with **your** usual activities during the period of insurance or any subsequent period for which **we** agree to accept a renewal premium.

General exclusions

This policy does not cover

1 Property insured elsewhere

Property more specifically insured under another policy.

2 Radioactive contamination

Loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:

- (a) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- (d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

Part (d) does not extend to radioactive isotopes other than nuclear fuel or nuclear waste when such isotopes are on the property insured and are being prepared stored or used in the normal course of operations by **you** for the commercial, agricultural, medical, scientific or other similar peaceful purposes for which they were intended;

- (e) any chemical, biological, bio-chemical or electromagnetic weapon.

However this exclusion does not apply to losses arising from naturally occurring radioactive gases released from the earth such as Radon.

This exclusion does not apply to:

- (i) Cover 1 of the Liabilities section except in respect of liability of any principal and liability assumed by agreement;
- (ii) the Personal accident section.

3 War risks

Loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

This exclusion does not apply to Cover 1 of the Liabilities section.

4 Date recognition

Any consequential or other loss, costs and expenses and any legal liability, accidental bodily injury or loss, destruction or damage to property directly or indirectly caused by or contributed to by or consisting of or in any way relating to or connected with the failure or possible failure of any **computer**:

- (a) correctly to recognise any date as its true calendar date;
- (b) to capture, save or retain and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than its true calendar date;
- (c) to capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any **computer** being a command which causes the loss of data or the inability to capture, save, retain or correctly to process such data on or after any date; but this shall not exclude subsequent **damage** or consequential loss not otherwise excluded which itself results from a **defined peril**.

Definitions specific to this exclusion

Computer

means computer or other equipment, media or system (or any part of them) for processing, storing or retrieving data to include without limitation any microchip, integrated circuit or similar device or any computer software.

Defined peril

means any of the insured events specified in any section(s) of this policy insuring property excepting:

- (a) accidental **damage**; and
- (b) causes excluded from these insured events.

This exclusion does not apply to the Personal accident section.

5 Terrorism

Definitions specific to this exclusion

Act of terrorism

In respect of

- (a) **England Wales and Scotland (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987)**

means 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 Her Majesty's government in the United Kingdom or any other government de jure or de facto.

- (b) **all other instances**

means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political,

religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

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

This insurance also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any **act of terrorism**.

If **we** allege that by reason of this exclusion any loss, damage, cost or expense is not covered by this policy the burden of proving the contrary shall be upon **you**.

This exclusion does not apply to the following sections: Liabilities, Legal expenses, Personal accident and Terrorism.

General conditions

1 Policy voidable

You must ensure that a fair presentation of the risks to be insured is made to **us**.

In the event of misrepresentation, misdescription or non-disclosure of any material fact or circumstance, **we** may void the policy and retain any premium paid where such misrepresentation, misdescription or non-disclosure is deliberate or reckless.

Where such misrepresentation, misdescription or non-disclosure is not deliberate or reckless **we** may at **our** option:

- (a) void the policy and refund to **you** any premium paid if **we** would have not entered into this policy on any terms had clear representation, description and disclosure been made;
- (b) proportionately reduce the amount to be paid on any claim if **we** would have entered into this policy on the same terms but for a higher premium. The reduction in claim payment will represent the percentage difference between the premium **you** have paid and the premium **we** would have charged **you** had clear representation, description and disclosure been made;
- (c) impose additional terms on this policy if **we** would have entered into this policy on such additional terms but at the same premium had clear representation, description and disclosure been made.
We may apply these additional terms to **your** policy with effect from inception.

2 Your duty of care

It is a **condition precedent to liability** that **you** shall take all reasonable steps to protect and maintain the property, prevent **damage** or injury and comply with laws, by-laws or regulations.

3 Alteration of risk

You must tell **us** as soon as is reasonably possible of any change of circumstances after the start of the insurance which increases the risk of **damage**, injury or liability including the following.

- (a) Change in the use of the **premises**;
- (b) Major structural alterations or major repairs, but workmen are allowed on the **premises** to carry out minor repairs and alterations and general maintenance not involving external scaffolding.

You will not be insured under the policy until **we** have agreed in writing to accept the increased risk.

4 Multiple insurance

All sections except those detailed separately below

If at the time any claim arises under this policy there is any other insurance in force covering the same **damage**, **we** shall not be liable for more than **our** proportionate share.

If such other insurance is subject to any condition of underinsurance this policy shall also be subject to that condition of underinsurance.

Money, Theft by officials & Liabilities

If the insurance provided by these sections is also covered by another policy (or would but for the existence of these sections), **we** will only indemnify **you** in respect of any additional amount beyond such other insurance had these sections not been effected.

Personal accident

Irrespective of the number of policies issued by **us** which provide cover to an insured person **we** shall not pay personal accident benefits under more than one policy for any one occurrence. The policy which provides the greatest benefit shall apply.

5 Fraudulent claims

If a claim made by **you** or anyone acting on **your** behalf, or any other person claiming to obtain benefit under this policy, is fraudulent or exaggerated, whether ultimately material or not, or if any **damage** is caused by **your** wilful act or with **your** connivance **we** may at **our** option:

- (a) repudiate the claim;
- (b) recover any payments already made by **us** in respect of the claim;
- (c) cancel the policy from the date of the fraudulent act and retain the premium due for the unexpired period of insurance from the date of cancellation up to the renewal date.

If **we** cancel the policy **we** will notify **you** in writing by special delivery to **your** last known address.

6 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 in accordance with the statutory provisions in force at the time by:

- (a) an arbitrator agreed to in writing by the parties or if the parties cannot agree
- (b) an arbitrator appointed by the Chartered Institute of Arbitrators following a request from either party after a seven-day written notice by one party to the other requiring an agreement

You must not take legal action against **us** over the dispute before the arbitrator has reached a decision.

7 Cancellation

We may cancel the policy or any section of it by sending 14 days notice by special delivery to **you** at **your** last known address for correspondence and shall refund to **you** the proportionate premium for the unexpired period of cover.

8 Sanctions

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

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

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

9 Assignment

You shall not assign any of the rights or benefits under this policy or any section of this policy without **our** prior written consent. **We** will not be bound to accept or be affected by any notice of trust, charge, lien or purported assignment or other dealing with or relating to this policy or any section of this policy.

10 Law applicable

This policy (other than the Legal expenses section) shall be governed by and construed in accordance with the law of England and Wales unless the *Insured's* habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply.

11 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 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.

Claims conditions

What you must do

On the happening of any event which may give rise to a claim it is a **condition precedent to liability** that **you** shall.

General – all sections except Legal expenses

- (a) Tell **us** as soon as reasonably possible and give **us** all the assistance **we** may reasonably require.
- (b) Inform the Police as soon as is reasonably possible if the **damage** is caused by thieves, malicious persons or vandals or by riot, civil commotion, strikes or labour disturbances.
- (c) Supply at **your** expense full details of the claim in writing including any supporting evidence and information that **we** require within the following periods.
 - (i) seven days for **damage** by riot, civil commotion, strikes or labour disturbances.
 - (ii) 30 days after the expiry of the indemnity period for claims under Section 2 – Loss of income.
 - (iii) 30 days after any other **damage** or injury.
- (d) Take all practicable steps to recover property lost and otherwise minimise the claim.
- (e) At **our** request and at **our** expense do or allow to be done everything reasonably required by **us** for the purpose of making any recoveries from other parties (whom **we** would be entitled to pursue upon settlement of **your** claim) whether such action is necessary before or after **we** pay **your** claim under the policy.

Liabilities section

- (a) Not make or allow to be made on **your** behalf any admission, offer, promise, payment or indemnity without **our** written consent.
- (b) Forward to **us** every letter, claim, writ, summons and process immediately upon receipt without acknowledgement and advise **us** in writing immediately **you** have any knowledge of any impending prosecution, inquest or fatal injury enquiry in connection with that event.

Personal accident section

Arrange for the insured person to undergo a medical examination by the **Company's** medical practitioner as often as required at **our** expense.

Additional conditions apply to Legal expenses and Theft by officials cover which are detailed in those sections.

Our rights

General – all sections except Legal expenses

- (a) **We** have the right to enter any building where **damage** has occurred to deal with **your** claim and to temporarily take for safe keeping any of the property insured and to deal with salvage in a reasonable manner. **We** have the right to the salvage of any insured property which is the subject of a claim.
- (b) **We** are entitled to take the benefit of **your** rights against another person and **we** are entitled to take over the defence or settlement of a claim against **you** by another person.

Personal accident section

- (a) In the event of the death of any insured person **we** shall be entitled to have a post-mortem at **our** expense.
- (b) **You** must agree to have any medical examination at **our** expense as often as **we** ask **you** to.

Additional conditions apply to Legal expenses cover which are detailed in the section.

1 Property damage

The schedule will show if this section applies and the cover in force.

What is covered

If during the period of insurance the **insured property** suffers **damage** caused by any of the **insured events**, we will pay in accordance with the Basis of settlement shown on page 19.

What is not covered

Exclusions (i) to (vi) below are general exclusions applying to any claim made under the Property damage section.

- (i) The amount of any **excess** shown in **your** schedule.
- (ii) **Damage** arising from or consisting of wet or dry rot.
- (iii) **Damage** caused by pollution or contamination other than provided for under the Loss of oil, gas and water extension of this section but this shall not exclude **damage** to the property insured not otherwise excluded caused by
 - (a) pollution or contamination which itself results from any of the **insured events** other than Accidental damage
 - (b) any of the **insured events** other than Accidental damage which itself results from pollution or contamination.
- (iv) Moveable property in the open except as specifically provided for by any extension to this section.
- (v) Consequential loss of any kind other than as provided for by extension 1 & 2 of this section.
- (vi) Definitions specific to this exclusion

Data

means information represented or stored electronically including, but not limited to, code or series of instructions, operating systems, software, programs and firmware.

Failure of a system

means the complete or partial failure or inability whether in terms of availability functionality and/or performance or otherwise of a **system**, whether or not owned by **you**, to operate at any time as desired, as specified or as required in the circumstances of **your** business activities.

Microchip(s)

means a unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly includes integrated circuits and microcontroller.

System(s)

shall include computers, other computing and electronic equipment linked to a computer, hardware, electronic data, processing equipment, **microchips** and anything which relies on a **microchip** for any part of its operation and includes for the avoidance of doubt any computer installation.

What is not covered

Virus

means programming code designed to achieve an unexpected unauthorised and/or undesirable effect or operation when loaded onto a **system** transmitted between **systems** by transfer between computer systems via networks, extranets and internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMS or otherwise and whether involving self-replication or not.

damage to

- (a) **data** which shall include but shall not be limited to:
 - (i) **damage** to or corruption of **data** whether in whole or in part;
 - (ii) unauthorised appropriation of use of access to or modification of **data**;
 - (iii) unauthorised transmission of **data** to any third parties;
 - (iv) **damage** arising out of any misinterpretation, use or misuse of **data**;
 - (v) **damage** arising out of any operator error in respect of **data**.
- (b) any items insured arising directly or indirectly from:
 - (i) the transmission or impact of any **virus**;
 - (ii) unauthorised access to a **system**;
 - (iii) interruption of or interference with electronic means of communication used in the conduct of **your** business including but not limited to any diminution in the performance of any website or electronic means of communication;
 - (iv) **failure of a system**;
 - (v) anything described in (a) above;

but in respect of (b) (i) (b) (ii) (b) (iii) and (b) (iv) this shall not exclude subsequent **damage** or loss resulting from subsequent **damage** which itself results from a cause not otherwise excluded provided that such **damage** does not arise by reason of any malicious act or omission.

Insured Events

What is covered

1. Fire, lightning and explosion

Fire, lightning, explosion or smoke.

2. Aircraft

Aircraft and flying objects or items dropped from them.

What is not covered

What is covered

3. Riot

Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances.

4. Malicious persons

Malicious persons not acting on behalf of or in connection with any political organisation.

5. Earthquake

6. Storm

7. Flood

Flood caused by:

- (a) the escape of water from the normal confines of any natural or artificial water course or lake, reservoir, canal or dam;
- (b) inundation from the sea.

What is not covered

Damage occasioned by or happening through confiscation or destruction or requisition by order of the Government or any public authority.

- (i) **Damage** occasioned by or happening through confiscation or destruction or requisition by order of the Government or any public authority.
- (ii) **Damage** by theft or attempted theft or by risks described in insured event 1.
- (iii) **Damage** caused after the **buildings** have been continuously **unoccupied** or **unfurnished** for more than 60 days.
- (iv) **Damage** caused by
 - **you**
 - ministers or their family
 - employees or their family
 - tenants
 - guests.

- (i) **Damage** by the escape of water from the normal confines of any natural or artificial watercourse or lake, reservoir, canal or dam.
- (ii) **Damage** by inundation from the sea whether resulting from storm or otherwise.
- (iii) **Damage** by frost.
- (iv) **Damage** attributable solely to change in the water table level.
- (v) **Damage** to fences, hedges or gates.

- (i) **Damage** caused by frost.
- (ii) **Damage** attributable solely to change in the water table level.
- (iii) **Damage** to fences, hedges or gates.
- (iv) **Damage** caused by water escaping from any fixed water or heating system, washing machine, dishwasher, refrigerator, freezer, water bed or fish tank in the **buildings**.

What is covered

8. Escape of water

Escape of water from any fixed water or heating system, washing machine, dishwasher, refrigerator, freezer, water bed or fish tank in the **buildings**.

9. Burst pipes

Freezing of water in any interior fixed water or heating appliance or installation.

10. Escape of oil

Escape of oil from any fixed oil-fired heating appliance or installation including resultant loss of oil.

11. Impact

Impact by any road vehicle, train or animal.

12. Falling trees, branches, telegraph poles, lamp posts or pylons

What is not covered

Damage caused after the **buildings** have been continuously **unoccupied** or **unfurnished** for more than 60 days.

Damage caused after the **buildings** have been continuously **unoccupied** or **unfurnished** for more than 60 days.

Damage caused after the buildings have been continuously **unoccupied** or **unfurnished** for more than 60 days.

Damage to fences, hedges or gates and/or the cost of removing any tree, branch, telegraph pole, lamp post or pylon (unless the main building, garage or outbuilding is damaged at the same time).

What is covered

13. Falling aerials

Breakage or collapse of television and radio receiving aerials, satellite dishes, aerial fittings and masts, wind turbines, solar panels and security equipment attached to the **buildings**.

14. Accidental damage

Any other accidental **damage**.

What is not covered

- (i) **Damage** which is specifically included or excluded elsewhere under this section.
- (ii) **Damage** caused by or consisting of inherent vice, latent defect, wear and tear, depreciation, atmospheric or climatic conditions, rust, dust, fungus, insects, vermin, the property's own faulty or defective design or materials, faulty or defective workmanship, or any gradual cause, but this shall not exclude subsequent **damage** which itself results from a cause not otherwise excluded.
- (iii) **Damage** caused by the process of cleaning, dyeing, repair or restoration.
- (iv) Confiscation or detention by order of any government, public or police authority.
- (v) **Damage** caused by or consisting of erasure, loss, distortion or corruption of information on computer systems or other records, programs or software.
- (vi) Mechanical or electrical breakdown.
- (vii) **Damage** to a building or structure caused by its own collapse or cracking.
- (viii) **Damage** to paths, car parks, drives, paved and other hardstanding areas, unless the main building is damaged at the same time.
- (ix) **Damage** caused by any paying guests, tenants or tenants' guests at the **premises**.
- (x) **Damage** to wind turbines.

What is covered

15. Theft or attempted theft

Subject to the following limits:

The most **we** will pay for any one incident of loss or damage to the **contents** within garages or outbuildings is £5,000 in total.

16. Glass and sanitary fixtures

Accidental breakage of glass and sanitary fixtures including the reasonable cost of:

- (a) repairs to framework following breakage of the glass;
- (b) necessary boarding-up pending replacement of the glass;
- (c) in the case of multiple glazing the additional cost of re-creating vacuums or the purchase and installation of new sealed units.

17. Subsidence or heave of the site on which the building stands or landslip

What is not covered

- (i) Loss by deception (unless only entry to the **buildings** is gained by deception).
 - (ii) **Damage** caused by the following
 - **you**
 - ministers or their family
 - employees or their family
 - tenants
 - guests.
 - (iii) **Damage** caused after the **buildings** have been continuously **unoccupied** or **unfurnished** for more than 60 days.
 - (iv) **Damage** when the **buildings** are sublet, unless force was used to get into or out of the **buildings**.
-
- (i) **Damage** to glass or sanitary fixtures already damaged at the commencement of the insurance.
 - (ii) Breakage of glass while not fixed.
 - (iii) Breakage occasioned by or traceable to alterations to the **premises** or in the glass being carried out by **you, your** employees or by voluntary workers whereby the risk of breakage is increased.
-
- (i) **Damage** to swimming pools, tennis courts, paths, drives, terraces, patios, walls, fences, hedges or gates (unless the main building is damaged at the same time).
 - (ii) **Damage** to solid floor slabs or damage resulting from the slabs moving (unless the foundations beneath the outside walls of the main building are damaged at the same time).
 - (iii) **Damage** resulting from normal settlement, shrinkage or expansion.
 - (iv) **Damage** caused by new structures or newly made-up ground settling or bedding down.
 - (v) **Damage** due to coastal or river erosion.
 - (vi) **Damage** resulting from demolishing, altering or repairing the **buildings**.
 - (vii) **Damage** resulting from faulty workmanship or the use of faulty materials.
 - (viii) **Damage** where compensation is provided by law.

Basis of settlement

Buildings

We will pay the cost of either repairing or reinstating as new the damaged part of the **buildings** as long as:

- (i) the sum insured at the time of the **damage** is the full cost of rebuilding the **building**;
- (ii) the **buildings** are in a good state of repair; and
- (iii) the repair or reinstatement has been carried out.

If any of (i) to (iii) above are not met **we** will reduce the amount **we** will pay to take into account wear, tear and loss of value.

Under this section **we** will also pay the following costs:

- (a) Architects', surveyors', engineers' and other professionals' reasonable and necessary fees.
- (b) The cost of demolishing the **buildings**, supporting the **buildings**, removing debris and making the site safe.
- (c) The cost of keeping to local authority or other legal conditions made after the **damage**.

We will not pay for the cost of preparing a claim.

The most **we** will pay for any claim for **buildings** is the cost of rebuilding or repairing the **buildings** or the total sum insured on **buildings** whichever is less.

The sum insured will not be reduced after **we** pay a claim.

If at the time of the **damage** the full cost of rebuilding the **buildings** is greater than the limit of liability or sum insured, the amount payable by **us** in settlement of **your** claim will be reduced in proportion to the amount of underinsurance.

Contents

At **our** option **we** will either replace or pay the cost of replacing as new except for items that can be economically restored or repaired where **we** will pay the cost of restoring or repairing the item.

If, at the time of any loss or damage under this section the full cost of replacing the **contents** as new is greater than the sum insured on **contents**, the amount payable by **us** in settlement of **your** claim will be reduced in proportion to the degree of under insurance.

The most **we** will pay for any claim for **contents** is the sum insured depending on any limit shown in the schedule.

We will not reduce the sum insured after **we** pay a claim, except for total loss or destruction of individually specified items, in which case cover will end.

Inflation protection

Each month **we** will adjust the sums insured under this section (but not the extension limits) in line with an appropriate price index.

We will not charge **you** for increases made to the sums insured after index-linking but at the end of each period of insurance the renewal premium will be based on the adjusted sums insured.

In the event of a claim index-linking will continue from the date of **damage** to the resulting claim being settled but **we** will not pay for increased costs which arise due to unnecessary delay on **your** part.

Extensions

The insurance by this section is extended to include the following extensions.

Unless specifically stated otherwise these extensions do not increase **our** liability as stated in the Basis of settlement paragraph to this section.

What is covered

1. Temporary accommodation

The cover provided by this extension increases the sums insured that apply but only to the extent stated.

If the **buildings** cannot be lived in following **damage** by any of the **insured events**, **we** will pay for the reasonable costs of necessary temporary accommodation for ministers, employees and family members of ministers and employees and tenants.

We will pay these costs until the **buildings** are fit to live in.

For any one claim **we** will pay up to 20% of the sum insured on **buildings**.

2. Temporary storage

If the **buildings** cannot be lived in following **damage** by any of the **insured events**, **we** will pay the reasonable cost of temporarily storing **your contents**, the **contents** of ministers, employees and tenants and the **contents** of family members of ministers, employees and tenants if insured until the **buildings** are fit to live in.

For any one claim **we** will pay up to 20% of the respective **contents** sum insured.

What is not covered

What is covered

3. Damage to services

Accidental **damage** to service pipes, cables, sewers and drains serving **your buildings** for which **you** are responsible. This includes the cost of clearing blockages.

4. Trace and access

The costs and expenses necessarily and reasonably incurred by **you** with **our** consent in locating the source of a leakage of oil or water at the **buildings** and subsequent repair and making good.

The most **we** will pay for any one claim is £5,000.

5. Damage to the grounds by the emergency services

Damage to any part of the **buildings** including its grounds caused by the emergency services in circumstances where such **damage** would not otherwise form part of a valid claim under this section.

This includes **damage** which occurs when the emergency services are responding to potential danger to property or injury to persons.

6. Selling the building

If the **buildings** are not insured elsewhere, the person buying the **buildings** will have the benefit of the insurance under this section for the period from exchange of contracts (or if in Scotland the written offer and acceptance) until the sale is completed.

7. Locks & keys

If **you** lose the keys to the **buildings** or they are stolen or there is accidental **damage** to the locks of the outside doors or windows **we** will pay for reasonable and necessary costs of:

- (a) gaining access to the **buildings**
- (b) repairing or replacing the locks.

The most **we** will pay for any one claim is £1,000.

What is not covered

Damage caused by police raids.

What is covered

8. Loss of oil, gas and water

Loss of oil, gas or metered water from the water or heating system at the **buildings** after accidental **damage** to that system.

9. Contents in the garden

Damage by any of the **insured events**, to garden furniture, ornaments and **contents** while in the garden or grounds of the **buildings**.

The most **we** will pay for any one claim is £2,500.

10. Contents temporarily removed

Damage by any of the **insured events**, to **contents** while temporarily removed from the **buildings**, but within the **geographical limits**, to a bank, safe deposit, or building occupied by **you**.

For any one claim **we** will pay up to 20% of the respective contents sum insured.

11. Business equipment

Damage to **business equipment** belonging to **you** or for which **you** are responsible while anywhere in the **geographical limits** by any of the **insured events**.

The most **we** will pay in anyone period of insurance for unspecified items is £2,500 and for specified items the amount shown on the schedule.

12. Personal belongings

Personal belongings and personal money belonging to Ministers and their family, employees and their family, and visitors while within the **buildings**.

The most **we** will pay is £250 per person.

What is not covered

- (i) **Damage** by theft unless force was used to get into or out of a building.
- (ii) **Contents** removed for sale or exhibition, or to a furniture warehouse or in storage.
- (iii) **Damage** caused by storm or flood to property in the open.
- (iv) **Damage** from an unattended vehicle unless all windows, hoods, covers and sunroofs are securely closed and the boot and all doors locked and the property is concealed in a glove or luggage compartment or boot.

Damage from an unattended vehicle unless all windows, hoods, covers and sunroofs are securely closed and the boot and all doors locked and the property is concealed in a glove or luggage compartment or boot.

What is covered

13. Title deeds

We will pay the necessary cost of preparing new title deeds to the **buildings** if the originals are lost or damaged as a result of the **insured events**, while the deeds are in a building occupied by **you**, a bank or a safe deposit.

14. Circuit or District trips

Personal effects and personal money belonging to any member of a party travelling with **your** authority on a trip organised by **you** for a period of up to 17 days within the **geographical limits**.

Limit

£500 any one claim.

£250 per person for money.

15. New contents or buildings acquired during the period of insurance

The cover provided by this extension increases the sums insured that apply but only to the extent stated.

New items of **contents** or **buildings** acquired during the period of insurance up to £50,000 for **contents** and £200,000 for **buildings** any one period of insurance.

At next renewal of the policy **you** must tell **us** about such additional items and the renewal premium for the year ahead will be based upon the updated sums insured.

If **you** fail to tell **us** about such increases at renewal **you** may not be insured for the new items after renewal date.

What is not covered

- (i) China, glass and fragile items being chipped or broken.
- (ii) Items and **money** being confiscated by a government, public or police authority.
- (iii) **Damage** caused by wear and tear, moths, vermin, atmospheric or climatic conditions or mechanical breakdown.
- (iv) Contact or corneal lenses, dentures or hearing aids.
- (v) Vehicles or their accessories.
- (vi) Watercraft (including wind surfing equipment, sailboards and surfboards) and their equipment.
- (vii) Sports equipment being broken while it is being used.
- (viii) Losses from any unattended motor vehicle unless the property is hidden from view and all windows and sunroofs are securely closed and the boot and all doors locked.
- (ix) The first £50 of each and every loss.

What is covered

16. Donated goods

Donated goods to be used for fundraising events whilst in **your** custody or in the custody of a minister, an employee or an **authorised volunteer** anywhere in the **geographical limits** following **damage** by any of the **insured events**.

Limit

£1,000 any one item and £5,000 for any one fundraising event.

17. Exhibitions, festivals and events

- (a) Items not belonging to **you** but **your** responsibility used in connection with or whilst on display at exhibitions, festivals or events at the **premises** or elsewhere in the **geographical limits**, and in the course of transit to or from such locations following **damage** by any of the **insured events**. Provided that at least 2 responsible officials are in attendance at all times whilst the exhibition, festival or event is open to the public and that the premises concerned are locked at all times when unattended.
- (b) Marquees, tents, stalls and similar equipment for which **you** are responsible and being used in connection with any Circuit or District exhibition, festival or event.

Limit

£1,000 any one item and £5,000 for any one exhibition, festival or event.

What is not covered

- (i) **Damage** by theft to property left in an unattended vehicle unless the property is hidden from view and all windows and sunroofs are securely closed and the boot and all doors locked.
 - (ii) **Money**, credit or debit cards.
 - (iii) Property insured under another policy.
-
- (i) **Damage** by theft to property left in an unattended vehicle unless the property is hidden from view and all windows and sunroofs are securely closed and the boot and all doors locked.
 - (ii) Property insured under another policy.

What is covered

18. Headstones and monuments

The cost of making safe any headstones, monuments or memorials which are not **your** property but which have been rendered dangerous following **damage** by any of the **insured events**.

Provided that:

- (a) such headstone, monument or memorial is in a premises or churchyard under **your** control; and
- (b) before **you** present a claim to **us you** take reasonable steps to recover the cost of making the item safe from those responsible for its upkeep.

If **you** make a recovery after **we** have paid a claim under this extension the amount **we** have paid must be refunded to **us**.

Limit

£1,500 any one period of insurance.

19. Bequeathed property

The cover provided by this extension increases the sums insured that apply but only to the extent stated.

Damage by any of the **insured events** to material property anywhere in the **geographical limits** bequeathed to **your** Circuit or District. Cover is in force from the commencement date of **your** interest in the property provided such property is not insured elsewhere.

Within three months of legal title of such property passing to **you, you** must either notify **us** about the property and arrange for it to be specifically insured by this policy (or any other policy with **us**) or arrange for it to be insured elsewhere.

If **you** arrange to insure such property with **us** any additional premium payable shall be calculated from the date the legal title of the property passed to **you**.

Limit

£5,000 any one item other than **buildings** and £250,000 for **buildings**.

What is not covered

- (i) The cost of repairing the item.
- (ii) **Damage** caused by wear and tear or gradual deterioration.

- (i) Motor vehicles licensed for road use or their accessories, trailers, caravans, watercraft or aircraft.
- (ii) Property insured under any other policy.

2 Loss of income

The schedule will show if this section applies and the cover in force.

Definitions

Each time any of the following words or phrases appear in this section in bold italic type (or in capital letters in the schedule) they will take the specific meaning shown below.

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

Income

means the money paid or payable to the **Insured** including rent.

Indemnity period

means the period during which **your** normal activities are affected by the **damage**, from the date of the **damage** but not exceeding a period of 24 months.

For the purposes of Extension 3 of this section the indemnity period means the period during which **your** normal activities shall be affected in consequence of the occurrence, discovery or accident beginning with the date from which the restrictions on the **premises** are applied (or in the case of murder or suicide with the date of the occurrence) and ending not later than 24 months thereafter.

Specified diseases

means

- Acute encephalitis
- Acute poliomyelitis
- Anthrax
- Cholera
- Diphtheria
- Dysentery
- Legionellosis
- Legionnaires' disease
- Leprosy
- Leptospirosis
- Malaria
- Measles
- Meningitis
- Meningococcal septicaemia
(without meningitis)
- Mumps
- Ophthalmia neonatorum
- Paratyphoid fever
- Plague
- Rabies
- Relapsing fever
- Rubella
- Scarlet fever
- Smallpox
- Tetanus
- Tuberculosis
- Typhoid fever
- Typhus fever
- Viral haemorrhagic fever
- Viral hepatitis
- Whooping cough
- Yellow fever

What is covered

We will pay **you** subject to the terms of this section for loss during the **indemnity period** resulting from interruption of or interference with the usual activities carried out at the **premises** following **damage** by any insured event which is in force under the Property damage section and for which **we** have accepted a claim under that section.

Where no payment is made under the Property damage section solely because of the deduction of a policy **excess**, **we** will nevertheless accept a claim under this section.

1. Loss of income

We will pay the difference between the **income you** would have received during the **indemnity period** if there had been no **damage** and the **income you** actually received during that period.

We will take the following into account in calculating the payment.

- (a) Any savings during the **indemnity period** from expenses payable out of **income** which stop or are reduced as a result of the **damage**.
- (b) Any **income you** earn from conducting **your** activities elsewhere during the **indemnity period**.

What is not covered

The exclusion below applies to all insured events and extensions under the Loss of income section.

Loss where there is unnecessary delay on **your** part in repairing or replacing the property.

What is covered

2. Professional accountant's charges

Any particulars or details contained in **your** books of account or other business books or documents which may be requested by **us** under Claims condition (c) for the purpose of investigating or verifying any claim under this section may be produced by professional accountants if at the time they are regularly acting as such for **you** and their report shall be prima facie evidence of the particulars and details to which such report relates.

We will pay to **you** the reasonable charges payable by **you** to **your** professional accountants for producing such particulars or details or any proofs, information or evidence as may be required by **us** under the terms of Claims condition (c).

Provided that the sum of the amount payable under this clause and the amount otherwise payable under this section shall in no case exceed the sum insured.

What is not covered

Limit of indemnity

The maximum **we** will pay for any one event under this section of the policy is shown in the schedule.

Extensions

This section is extended to cover loss resulting from interruption of or interference with the normal activities carried on by **you** at the **premises** as a result of the following:

Unless specifically stated otherwise these extensions do not increase **our** liability as stated in the Limit of indemnity paragraph to this section.

What is covered

1. Prevention of access

Losses arising where use of **your premises** is prevented or hindered by **damage** to neighbouring property, and such **damage** would form an accepted claim under the Property damage section of this policy if the **damage** occurred at **your premises**.

2. Loss of telephone, electricity, gas or water

Losses following the accidental failure of the following

- (a) The telephone system serving the **premises**
- (b) The electricity, gas or water supplies at the point of connection to the **premises**

where such **damage** would form an accepted claim under the Property damage section of this policy if the **damage** occurred at **your premises**.

3. Specified disease, murder, food poisoning, defective sanitation, vermin

- (a) any occurrence of a **specified disease** at the **premises** or within a radius of 25 miles of the **premises**;
- (b) any injury or illness sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided at the **premises**;
- (c) any accident causing defects in drains or other sanitary arrangements at the **premises**;
- (d) any discovery of vermin or pests at the **premises**; which causes restrictions in the use of the **premises** on the order or advice of the competent local authority.
- (e) murder, rape or suicide at the **premises**.

What is not covered

Failure due to the deliberate act of the telephone or supply authorities or as a result of strikes or other industrial action.

- (i) Costs incurred in the cleaning repair replacement recall or checking of property.
- (ii) Losses arising at those **premises** which are directly affected by the occurrence, discovery or accident. In the event that the policy includes an extension which deems **damage** at other locations to be **damage** at the **premises** such extension shall not apply to this extension.

What is covered

4. Book debts

If following **damage** to **your** books of account or other business books or records at the **premises** by any of the events insured by this section **you** are unable to trace outstanding debit balances owed to **you we** will indemnify **you** for such loss in the following terms.

- (a) **We** will pay the difference between the total outstanding debit balances and the total of the amounts received or traced in respect of such balances.
- (b) **We** will pay for the additional expenditure incurred with **our** previous consent in tracing and establishing debit balances owed to **you** after the **damage**.
- (c) **We** will pay for reasonable professional accountants' charges necessarily incurred in providing any evidence required by **us** in support of a claim.

The most **we** will pay under this extension is £10,000 any one period of insurance.

5. Other venues

Damage by any events insured by the Property damage section at any premises not in **your** occupation within the **geographical limits** where **you** are holding a fundraising event, exhibition or other activity.

Limit

£10,000 any one claim

6. Suppliers extension

Damage by any events insured by the Property damage section at the site of any of **your** suppliers within the **geographical limits**.

Limit

£10,000 any one claim

7. Circuit or District event

We will pay for all expenses **you** cannot recover if an event **you** have organised is unexpectedly cancelled or cut short.

Limit

£1,000 any one claim

What is not covered

- (i) Loss arising from misfiling, erasure, distortion deliberate falsification of records, or from bad debts.
- (ii) No claim will be paid unless **you** keep a record of the total amount outstanding to **you** at the end of each month and within 30 days of the end of each month deposit this record in a building other than that in which the original records are kept.

Damage at the premises of any supply undertaking from which **you** obtain electricity, gas, water or telecommunications services.

- (i) If the event is cancelled due to lack of support or an anticipated lack of support.
- (ii) If the event is cancelled due to weather conditions.
- (iii) The first £50 of each and every claim.
- (iv) Any amount **you** can recover from any other source.

3 Money

The schedule will show if this section applies and the cover in force.

What is covered

Damage to money belonging to **you** or for which **you** are responsible happening during the period of insurance anywhere in the **geographical limits**.

What is not covered

- (i) The amount of any **excess** shown in **your** schedule.
- (ii) Personal money.
- (iii) Loss from an unattended vehicle unless the **money** is hidden from view and all windows and sunroofs are securely closed and the boot and all doors locked.
- (iv) Loss due to dishonesty of any authorised official.
- (v) Loss due to clerical or accounting errors, depreciation in value, unexplained shortage, dishonoured cheques or to the use of counterfeit **money**.

The schedule will show the most **we** will pay for any one loss.

Extensions

The insurance by this section is extended to include the following extensions.
(If there are any alterations to the limits these will be shown in the schedule.)

What is covered

1. Damage to safes

We will pay for **damage** to any safe, strongroom or cash carrying bag belonging to **you** or for which **you** are responsible arising in connection with theft or attempted theft of insured **money**.

Limit

£5,000.

2. Damage to personal effects

We will pay for **damage** to clothing and personal effects belonging to **you** or any official arising in connection with theft or attempted theft of insured **money**.

Limit

£1,000 per person.

What is not covered

4 Theft by officials

The schedule will show if this section applies and the cover in force.

Definitions

Each time any of the following words or phrases appear in this section in bold italic type (or in capital letters in the schedule) they will take the specific meaning shown below.

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

Acting in collusion

means all circumstances where two or more **officials** are concerned or implicated together or materially assist each other in committing the acts of **theft**.

Excess

means the first part of any **one claim** borne by **you** as shown in the schedule.

Official(s)

means any person in **your** service who is empowered by **you** to have responsibility for **your** money.

One claim

means all acts of **theft** throughout the continuation of this insurance (or any insurance issued in substitution for this insurance or for which this insurance is substituted) committed by one individual **official** or by two or more **officials acting in collusion**.

Theft

Theft shall include any act of fraud or dishonesty by any **official** committed with the clear intent of obtaining an improper financial gain for themselves or for any other person or organisation intended by the **official** to receive such gain.

What is covered

Direct loss of **money** belonging to **you** or which is **your** responsibility caused by any act of **theft** committed during the period of insurance by any **official** normally resident within the **geographical limits** and discovered not later than 24 months after the termination of this insurance.

We will also pay for auditor's fees incurred with **our** written consent solely to substantiate the amount of the claim.

Continued

What is not covered

- (i) Loss of interest, loss of profit or consequential loss of any kind.
- (ii) Loss arising from any act of an **official** after the discovery of a prior act of **theft** committed by the same **official**.
- (iii) Loss caused by any act of an **official** committed before the commencement date of this insurance.
- (iv) The amount of the **excess**.

What is covered

Previous insurance

If this insurance immediately supersedes a fidelity (or theft by official) insurance effected by **you** ('the Superseded Insurance') **we** will indemnify **you** in respect of any loss discovered during the continuation of this insurance but committed during the continuation of the Superseded Insurance, if the loss is not recoverable under the Superseded Insurance solely because the period allowed for discovery has expired.

Provided that

- (a) such insurance had been continuously in force from the time of the loss until commencement of this section;
- (b) the loss would have been insured by this insurance had it been in force at the time of the loss;
- (c) **our** liability shall not exceed
 - (i) the amount recoverable under the insurance in force at the time of the loss;
 - (ii) the limit of indemnity under this policy

In any event **our** total liability in respect of any **one claim** continuing through both the term of the Superseded Insurance and the continuation of this insurance shall not exceed the limit of indemnity shown in the schedule.

What is not covered

Limit of indemnity

Irrespective of the number of periods during which this insurance (and any insurance issued in substitution) shall remain in force **our** total liability in respect of any **one claim** shall not exceed £10,000.

Our liability in respect of any **one claim** by one or more **officials** shall not exceed the limit of indemnity shown in the schedule.

Special conditions

1. Notice of loss

Whether or not **you** intend to make a claim **you** must give **us** notice in writing within 14 days of discovery of the following.

- (a) Any act of fraud or dishonesty committed by any **official**.
- (b) Reasonable cause for suspicion of fraud or dishonesty committed by any **official** which comes to **your** knowledge or to the knowledge of any person to whom **you** entrust the supervision of audit.

If **you** fail to comply with this condition, and as a direct consequence, the amount for which **we** are liable for under this section has increased, then no payment shall be made by **us** in respect of the amount of such increase.

2. Recoveries

Any recoveries which are made shall be applied in the following order:

- (a) In the event that **your** claim has exceeded the limit of indemnity first to **your** benefit to reduce or extinguish the amount of **your** loss (but not the **excess**).
- (b) Thereafter to **our** benefit to the extent of the claim paid or payable.
- (c) Finally to **your** benefit where an **excess** has been deducted from the claim.

3. Deduction from loss

All monies which but for the fraud or dishonesty of the **official** would become payable to him or her by **you** and any monies recovered from the **official** by **you** shall be deducted from the loss.

4. Due diligence

It is a **condition precedent to liability** that **you** shall use diligence in the selection of **officials**.

5. Loss prevention

It is a **condition precedent to liability** that **you** comply with the following:

- (a) On discovery of any act of fraud or dishonesty or circumstances which could give rise to a claim under this section **you** shall immediately take all steps to prevent loss or further loss.
- (b) Upon the termination of service of any **official you** shall take all reasonable security precautions to prevent **theft** by that **official**.

5 Liabilities

The schedule will show if this section applies and the cover in force.

Definitions

Each time any of the following words or phrases appear in this section in bold italic type (or in capital letters in the schedule) they will take the specific meaning shown below.

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

Act of terrorism

means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

Asbestos

means asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos, asbestos fibres or any derivatives of asbestos.

Bodily injury

means bodily injury, death, disease or illness.

Business

means **your** business and activities which are conducted from **your** premises in the **geographical limits**. This includes:

- (a) the ownership, repair and maintenance of **your** property and premises;
- (b) the provision of catering, social, sports, welfare facilities and first aid services for **employed persons** and visitors;
- (c) the provision of fire and security services maintained only for the protection of premises owned, or occupied, by **you**;

but does not include any work undertaken **offshore**.

Data

means information represented or stored electronically including, but not limited to, code or series of instructions, operating systems, software, programs and firmware.

Employed person

means

- (a) any **employee**;
- (b) any person supplied to, or hired, or borrowed by **you**, or on **your** behalf or any work experience student, or youth training scheme participant, while under **your** direct control and supervision.

Employee

means any person under a contract of service or apprenticeship with **you** and **authorised volunteers**.

Event

means one occurrence, or series of occurrences, arising from, or attributable to, one source or original cause.

Injury

means **bodily injury**, wrongful arrest or false imprisonment.

Insured/you/your/yours

means the **insured** named in the schedule.

Unless **we** specifically state otherwise, **we** will also indemnify

- (a) **your** personal representatives in respect of legal liability incurred by **you**.
- (b) at **your** request
 - (i) any **principal**
 - (ii) any officer of the Circuit or District or **employed person** of **yours**;
 in respect of liability for which **you** would have been entitled to indemnity, had the claim been made against **you**.

Legal costs

means

- (a) claimant's costs and expenses recoverable from **you** in respect of any claim which is the subject matter of indemnity under this policy;
- (b) (i) the costs of legal representation at
 - (1) any coroner's inquest or inquiry in respect of any death;
 - (2) proceedings in any court arising out of any alleged breach of statutory duty which may be the subject of indemnity under this policy;
- (ii) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under this policy incurred with **our** prior written consent.

Offshore

means embarkation onto a vessel or aircraft for conveyance to an offshore rig, platform or service or accommodation vessel until disembarkation from the conveyance onto land upon return from such offshore rig, platform or service or accommodation vessel.

Pastoral care services

means the use of counselling skills to provide free, informal, unstructured care and ministry relating to a particular concern of an individual seeking the help of the Circuit or District.

Pollution or contamination

means **injury** or **damage** directly or indirectly caused by, or arising out of, pollution or contamination of buildings or other structures, or of water, land or the atmosphere.

Principal

means any party (other than any officer of the Circuit or District or **employed person** of **yours**) on whose behalf **you** are undertaking work (excluding the sale or supply of **products**) in connection with the **business**.

Products

means goods (including containers and packaging) not in **your** custody or control, sold, supplied, installed, erected, serviced, repaired, altered or treated by **you** in connection with the **business**. Any error in the sale, supply or presentation of such goods is included in this definition.

Property

means material property but does not include **data**.

Cover 1

Employers' liability

This insurance is provided on a 'Costs inclusive' basis. This means that **legal costs** are included within the Limit of indemnity specified in the schedule.

What is covered

We will indemnify **you** against **your** legal liability to pay damages and **legal costs** arising out of **bodily injury** to an **employed person** which is caused during the period of insurance:

- (a) within the **geographical limits**;
- or
- (b) while temporarily outside the **geographical limits**

in connection with the **business**.

The total amount **we** will pay in respect of:

- (a) any one **event** which is directly or indirectly caused by, results from, or is in connection with any **act of terrorism** shall not exceed £5,000,000.

If **we** allege that the **bodily injury** has resulted from an **act of terrorism** the burden of proving the contrary shall be upon **you**.

- (b) any other **event**, shall not exceed the limit of indemnity shown in the schedule.

This insurance complies with the provisions of any law enacted in the **geographical limits** relating to the compulsory insurance of liability to employees. **You** will repay any sums paid by **us** which **we** would not have been obliged to pay, but for the provisions of such law.

What is not covered

No indemnity will be provided for any liability in respect of **bodily injury** for which **you** are required to arrange motor insurance, or security, in accordance with any road traffic legislation within the European Union.

Extensions (each of which is subject to the terms of this policy)

What is covered

1. Compensation for court attendance

If **we** request any of the following categories of people to attend court as a witness in connection with a claim under this policy, **we** will provide **you** with the following rates of compensation for each day on which attendance is required.

Any officer of the Circuit or District £500

Any **employee** £250

2. Unsatisfied court judgements

Where a judgement for damages has been obtained:

- (a) by one of **your employees**, or their personal representatives, in respect of **bodily injury** caused during any period of insurance and which arises out of and in the course of their employment with **you**;
- (b) in any court situated within the **geographical limits**;
- (c) against any company, or individual, operating from premises within the **geographical limits**;
- (d) which remains unsatisfied, in whole or in part, six months after the due date for payment of the judgement

we will, at **your** request, pay to the **employee**, or their personal representatives, the amount of damages and any awarded costs which remain unsatisfied, subject to there being no appeal outstanding.

Any payment under this extension is conditional upon the judgement being assigned to **us** by the **employee**, or their personal representative.

What is not covered

What is covered

3. Corporate Manslaughter Defence Costs

Cover is extended to indemnify the policyholder in respect of legal costs and expenses incurred with **our** prior written consent in connection with the defence of any criminal proceedings or an appeal against conviction which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007 committed or alleged to have been committed during the period of insurance in the course of the **business**.

Provided that:

- (1) **our** liability under this extension shall not exceed £1,000,000 in any one period of insurance. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule.
- (2) if this policy provides legal expenses insurance this extension shall only operate in respect of any additional amount beyond the amount payable under the Legal expenses section.
- (3) where **we** have already provided an indemnity in respect of any legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same event or occurrence which has given rise to the proceedings in respect of corporate manslaughter or corporate homicide any amount already paid by **us** will be taken into account in calculating our liability under this extension.
- (4) **we** must consent in writing to the appointment of any solicitor or counsel who is to act for and on **your** behalf.
- (5) **you** shall notify **us** immediately about any summons or other process served upon **you** which may give rise to a claim under this extension.
- (6) any appeal can only commence if counsel has advised that it is more likely for an appeal to be successful than not.

What is not covered

No indemnity will be provided:

- (1) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this extension indemnity would have been provided by such other source or insurance. However this exclusion shall not apply in the circumstances outlined in proviso 2;
- (2) in respect of any proceedings which result from any deliberate act or omission of the **insured** or any ministers or officers of the **insured** while acting in their corporate capacity and which could reasonably have been expected having regard to the nature and circumstances of such act or omission;
- (3) in respect of fines or penalties of any kind including the costs of remedial or publicity orders or the steps required to be taken by such orders.

Cover 2

Public and products liability

This insurance is provided on a 'Costs in Addition' basis. This means that (with the exception of claims which are brought within the legal jurisdiction of the United States of America or Canada) **legal costs** are payable in addition to the limit of indemnity specified in the schedule.

What is covered

We will indemnify **you** against **your** legal liability to pay damages arising out of the following:

- (a) Accidental **injury** of any person
- (b) Accidental **damage** to **property**
- (c) Nuisance, trespass to land, trespass to goods or interference with any easement of air, light, water or way

We will not provide indemnity in respect of any liability which arises from any deliberate act or omission by **you**, which could reasonably have been expected having regard to the nature and circumstances of such act or omission, or which is a natural consequence of the ordinary conduct of **your business**

happening during the period of insurance, and caused either in connection with the **business** or by **products**.

We will, in addition, indemnify **you** against **legal costs**, other than in respect of any claim which is brought within the legal jurisdiction of the United States of America or Canada, in which circumstances **legal costs** shall be included within the limit of indemnity.

The total amount **we** will pay in respect of damages for:

- (a) any one **event**;
 - (b) all **events** happening during any period of insurance caused by **products**;
 - (c) all **events** arising from **pollution or contamination** which **we** deem to have occurred during any period of insurance;
- shall not exceed the limit of indemnity shown in the schedule.

Where **we** are liable to indemnify more than one person, the total amount of indemnity to all parties, including **you**, in respect of damages arising from one **event** shall not exceed the limit of indemnity shown in the schedule.

What is not covered

No indemnity will be provided in respect of the following:

- (1) Any liability arising from advice, design or specification provided for a fee or for which a fee would normally be charged.
- (2) Any liability arising directly or indirectly from the following:
 - (i) Mining, processing, manufacturing, removing, handling, disposing of, treatment of, distributing or storing of **asbestos**.
However, this shall not apply where removing, handling or disposing of **asbestos** does not form part of **your** usual business or any contract work undertaken and
 - **you** have complied with any legal obligations to manage **asbestos** and
 - any discovery of **asbestos** by **you** is unintentional and accidental and
 - where, upon discovery of **asbestos**, all work immediately stops and
 - a HSE licensed asbestos removal contractor is employed to make safe the area in which the discovery is made as soon as is practicable and who has Employers' and Public liability insurance in force which provides limits of indemnity no less than those provided by **your** policies and which do not exclude the work to be carried out;
 - (ii) Fears of the consequences of exposure to, or inhalation of **asbestos**.

continued

What is covered

What is not covered

- (3) Any liability arising from any contract in respect of **products** supplied, or contract work executed, by **you**, unless liability would have attached in the absence of that contract.
- (4) Any liability arising from **damage to property** where there is a requirement to arrange cover under clause 6.5 of the 2007 JCT conditions or any similar contract clause.
- (5) Any liability arising from **damage to property** which is owned, or held in trust, by **you** or which is in **your** custody or control. This exclusion will not apply in respect of the following:
 - (a) personal effects, including vehicles and their contents, belonging to an officer of the Circuit or District, **employed persons**, or visitors.
 - (b) premises and their contents not owned by, leased or rented by **you** at which **you** are undertaking work in connection with the **business**.
 - (c) premises and their contents, hired by, or leased, rented or borrowed by **you**, but **we** shall not be liable for
 - (i) any liability arising solely under the terms of any contract or agreement;
 - (ii) any liability which arises from an agreement to maintain in force insurance against loss of or damage to the premises and their fixtures and fittings.
- (6) The costs of remedying any defect, or alleged defect, in premises which **you** have disposed of.
- (7) **Damage** to, or the costs of recall, removal, repair, alteration, replacement or reinstatement of any **product** supplied, or contract work executed, by **you** which is caused by:
 - (a) a defect;
 - (b) its unsuitability for its intended purpose.
- (8) Any liability arising from **bodily injury** to any **employed person** caused in connection with the **business**.

continued

What is covered

What is not covered

- (9) (a) Fines or penalties.
- (b) Liquidated damages.
- (c) Any compensation awarded by a Court of Criminal Jurisdiction.
- (d) Multiplied, aggravated, exemplary, or punitive damages.
- (10) Any liability arising from the following:
 - (a) The use by **you**, or on **your** behalf, of any premises situated in the United States of America or Canada.
 - (b) **Products** sold or supplied on **your** behalf, from any premises situated in the United States of America or Canada.
 - (c) **Products** exported by **you**, or on **your** behalf, to the United States of America or Canada.
- (11) Any liability arising from the supervision or execution of any manual work or contract undertaken outside of the European Union.
- (12) Any liability arising directly, or indirectly, from **pollution or contamination**, unless the **pollution or contamination** is caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the period of insurance.
For the purposes of this exclusion, all **pollution or contamination** which arises out of one incident, shall be deemed to have occurred at the time such incident takes place.
- (13) Any liability arising from:
 - (a) **products** incorporated in any craft designed to travel through air or space;
 - (b) **products** incorporated in any waterborne craft which could affect its safety, navigation or propulsion;
 - (c) **products** incorporated in mechanically propelled vehicles which could affect their safety;
 - (d) **products** incorporated in gas, chemical, petrochemical or power generation plant which is directly connected to manufacture, processing, storage or power generation; and which have been specifically supplied by **you** for that purpose.

continued

What is covered

What is not covered

- (14) Any liability connected directly or indirectly in any way with any error or omission in the provision of **pastoral care services**.
- (15) Any liability connected directly or indirectly in any way with any error or omission in the provision of professional counselling services.
- (16) Any liability arising from ownership, possession or use by **you**, or on **your** behalf, of the following:
- (a) Any mechanically propelled vehicle but, except where indemnity is provided by any motor insurance policy, or in circumstances where insurance or security is required under any road traffic legislation, this exclusion will not apply in respect of:
 - (i) the use of plant as a tool of trade on site;
 - (ii) the use of plant at **your** premises;
 - (iii) the loading or unloading of any vehicle;
 - (iv) the movement of any vehicle, not belonging to **you**, which is interfering with the execution of the **business**.
 - (b) Any craft designed to travel in, on or through water, air or space. This exclusion shall not apply to any
 - (i) waterborne craft of less than 12 metres in length;
 - (ii) manually propelled waterborne craft;
 - (iii) barges not exceeding 75 tons capacity used on inland waterways only.
- (17) any loss, damage, cost or expense
- (a) directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any **act of terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
 - (b) 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 any **act of terrorism**.
- If **we** allege that by reason of this exclusion any loss, damage, cost or expense is not covered by this policy the burden of proving the contrary shall be upon **you**.

Extensions (each of which is subject to the terms of this policy)

What is covered

1. Compensation for court attendance

If **we** request any of the following categories of people to attend court as a witness in connection with a claim under this policy, **we** will provide **you** with the following rates of compensation for each day on which attendance is required

Any officer of the Circuit or District	£500
Any employee	£250

2. Contingent motor liability

Notwithstanding the Vehicles exclusion (16), **we** will indemnify **you** alone in respect of legal liability for **injury** or **damage** arising out of the use by any **employee**, in the course of the **business**, of any mechanically propelled vehicle which is neither owned by, nor provided by, **you**.

3. Cross liabilities

If **you** consist of more than one party, **we** will indemnify each party in the terms of this policy against liability incurred to the other in the same manner, and to the same extent, as if a separate policy had been issued to each, subject to the maximum amount payable in respect of damages arising out of one **event** to all such parties not exceeding the limit of indemnity.

What is not covered

We will not provide an indemnity in respect of the following:

- (a) **Damage** to such vehicle or any **property** contained or being transported within it.
- (b) **Injury** or **damage** arising while the vehicle is being driven by **you**.
- (c) **Injury** or **damage** arising while the vehicle is being driven by any person who, to **your** knowledge, does not hold a licence to drive such a vehicle (unless they have held, and are not disqualified for holding or obtaining, such a licence).
- (d) Circumstances where **you** are entitled to indemnity under any other insurance.
- (e) **Injury** or **damage** arising outside the **geographical limits**.

What is covered

4. Data Protection Act 1998

We will indemnify **you** against legal liability to pay damages and claimant's costs and expenses for damage or distress, as described in Section 13 of the Data Protection Act 1998.

This indemnity is subject to **you** being registered in accordance with the Act as necessary and that **you** have taken all reasonable care to comply with its requirements.

5. Defective Premises Act

We will indemnify **you** against legal liability incurred by virtue of Section 3 of the Defective Premises Act 1972, or Section 5 of the Defective Premises (Northern Ireland) Order 1975, in respect of **injury** or **damage** which occurs within a period of seven years from the expiry or cancellation of this policy.

6. Errors and omissions

This insurance covers only those losses which arise from claims made and notified to **us** during the period of insurance.

We will indemnify **you** against all sums which **you** become legally liable to pay as damages and all other costs and expenses as a result of errors or omissions in the rendering of services and facilities provided by **you** or on **your** behalf in connection with **your business** which gives rise to a claim made against **you** and notified to **us** during the period of insurance.

The most **we** will pay under this extension in the period of insurance will be £100,000.

All claims resulting from a single error or omission will be deemed to have been made during the period in which the first claim was accepted by **us**.

What is not covered

We will not provide any indemnity in respect of the following:

- (a) The payment of fines or penalties.
- (b) The costs of replacing, reinstating, rectifying, erasing, blocking or destroying any personal data.
- (c) Liability arising from, or caused by, a deliberate or intentional act by, or omission of, any person entitled to receive monies under this indemnity.
- (d) Claims arising out of circumstances which have been notified to previous insurers or which were known to **you** at the inception of this extension.
- (e) Legal liability where indemnity is provided by any other insurance.

No indemnity will be provided if **you** are entitled to indemnity under any other insurance.

We will not provide any indemnity in respect of the following:

- (a) Liability where indemnity is provided by any other insurance.
- (b) Liability in respect of **bodily injury** or **damage** to property.
- (c) Any person committing or condoning any criminal, dishonest or fraudulent act or omission.
- (d) Liability assumed by agreement unless liability would have attached without such agreement.
- (e) The consequences of any circumstances known to **you** at the commencement of this cover which may give rise to a claim.
- (f) Advice, design or specification given for a fee or for which a fee is normally payable, professional counselling services or **pastoral care services**.
- (g) Any legal action brought in a court of law outside the **geographical limits**.
- (h) Liability for any claim made against **you** by reason of any act committed or alleged to have been committed prior to the retroactive date shown in the schedule.

continued

What is covered

7. Errors and omissions – independent examination

This insurance covers only those losses which arise from claims made and notified to **us** during the period of insurance.

We will indemnify **your** appointed Independent Examiner against all sums which the Independent Examiner becomes legally liable to pay as damages and all other costs and expenses as a result of errors or omissions in the independent examination of **your** accounts as required by legislation which gives rise to a claim made against the Independent Examiner and notified to **us** during the period of insurance.

The most **we** will pay under this extension in the period of insurance will be £25,000.

All claims resulting from a single error or omission will be deemed to have been made during the period in which the first claim was accepted by **us**.

What is not covered

- (i) Liability arising from any allegation of unfair or wrongful dismissal and all other employment disputes.
- (j) Liability arising from any allegation of discrimination.

We will not provide any indemnity in respect of the following:

- (a) Liability where indemnity is provided by any other insurance.
- (b) Liability in respect of **bodily injury** or **damage** to property.
- (c) Any person committing or condoning any criminal, dishonest or fraudulent act or omission.
- (d) Liability assumed by agreement unless liability would have attached without such agreement.
- (e) The consequences of any circumstances known to the Independent Examiner at the commencement of this cover which may give rise to a claim.
- (f) Liability arising from a full audit of the accounts by a registered auditor.
- (g) Any legal action brought in a court of law outside the **geographical limits**.
- (h) Liability for any claim made against **you** by reason of any act committed or alleged to have been committed prior to the retroactive date shown in the schedule.

What is covered

8. Libel and slander

This insurance covers only those losses which arise from claims made against **you** during the period of insurance.

We will indemnify **you** against liability incurred by **you** arising from or caused by:

- (i) the publication or utterance by **you** or on **your** behalf of a libel or slander;
- (ii) infringement of trademark, registered design, copyright or patent right.

Provided that:

a claim is first made against **you** during the period of insurance.

the most **we** will pay under this extension is £100,000 in any one period of insurance.

All claims arising from a single libel, or slander will be deemed to have been made during the period in which the first claim was accepted by **us**.

9. Overseas personal liability

We will provide an indemnity to **you** against legal liability incurred in a personal capacity while temporarily outside the **geographical limits** in connection with the **business**.

What is not covered

We will not provide any indemnity in respect of the following:

- (a) Liability where indemnity is provided by any other insurance.
- (b) Liability assumed by agreement unless liability would have attached without such agreement.
- (c) The consequences of any circumstances known to **you** at the commencement of this cover which may give rise to a claim.
- (d) Criminal or intentional libel, or slander.
- (e) Any damages, costs or expenses brought about by the personal spite or ill will of **you** towards a claimant.
- (f) Publication or utterances made at the direction of any party entitled to indemnity by this section with the knowledge of the libellous or slanderous effect thereof.
- (g) Any legal actions in a court of law outside the **geographical limits**.

The indemnity will not apply:

- (a) To legal liability arising out of the ownership or occupation of land or buildings;
- (b) Where indemnity is provided by any other insurance.

What is covered

10. Pastoral care indemnity

This insurance covers only those losses which arise from claims made and notified to **us** during the period of insurance

Notwithstanding the **pastoral care services** exclusion (14), **we** will indemnify **you** against all sums which **you** become legally liable to pay as damages and all other costs and expenses as a result of neglect, error or omission in the rendering of **pastoral care services** provided by **your** ministers or **employees** in connection with **your business** which give rise to a claim made against **you** and notified to **us** during the period of insurance for the following:

- (1) Accidental **bodily injury** to persons other than any **employed person**.
- (2) Accidental loss of or **damage** to **property** not belonging to **you**.
- (3) Pecuniary loss other than arising from (1) or (2) above.

The most **we** will pay under this extension in the period of insurance will be:

- (a) £5,000,000 for claims arising under (1) or (2) above;
- (b) £100,000 for claims arising under (3) above.

All claims resulting from a single act of neglect, error or omission will be deemed to have been made during the period in which the first claim was accepted by **us**.

What is not covered

We will not provide any indemnity in respect of the following:

- (a) Liability where indemnity is provided by any other insurance or other extension of this policy.
- (b) Any person committing or condoning any criminal, dishonest or fraudulent act or omission.
- (c) Liability assumed by agreement unless liability would have attached without such agreement.
- (d) The consequences of any circumstances known to **you** at the commencement of this cover which may give rise to a claim.
- (e) Liability arising from professional counselling services.
- (f) Any legal action brought in a court of law outside the **geographical limits**.
- (g) Liability for any claim made against **you** by reason of any act committed or alleged to have been committed prior to the retroactive date shown in the schedule.

Special condition specific to this extension

It is a **condition precedent to liability** that **you** shall exercise reasonable care and diligence in the selection, appointment and supervision of persons undertaking **pastoral care services** on **your** behalf.

What is covered

11. Trustee indemnity

This insurance covers only those losses which arise from claims made and notified to **us** during the period of insurance.

- (a) **We** will indemnify the **trustee** against all sums which the **trustee** becomes legally liable to pay as damages and all other costs and expenses as a result of the **wrongful act** which gives rise to a claim made against the **trustee** and notified to **us** during the period of insurance.
- (b) **We** will indemnify the **trustee** against all sums which the **trustee** becomes legally liable to pay as damages and all other costs and expenses including reasonable costs incurred for restoration as a result of a document relating to the **business** being subject to **damage** which is discovered during the period of insurance and notified to **us** within 30 days.

Personal cover

- (1) **We** will treat:
 - (a) the application for this insurance as a separate application for cover by each **trustee**;
 - (b) each claim made against any **trustee** and each loss suffered by any **trustee** as personal to that **trustee**;
 - (c) each claim for indemnity by any **trustee** as personal to that **trustee**;
 and the right of each **trustee** to indemnity shall not be affected by the situation or conduct of anyone else.
- (2) If the legal liability of the **trustee** is imputed or transferred to the lawful spouse of the **trustee** or any person deriving similar status in law **we** will provide to that person the personal indemnity to which the **trustee** would be otherwise entitled under this extension.

continued

What is not covered

We will not provide any indemnity in respect of the following:

- (a) Anything for which indemnity is provided under any other section or extension to this policy or by any other source.
- (b) Anything which was done when known to be a **wrongful act** or ignoring that possibility.
- (c) The consequences of any circumstances known by the **trustee** at the commencement of this cover which may give rise to a claim.
- (d) Liability arising from **bodily injury** to any person, **damage** to property (other than as provided under paragraph (b) of this extension) or infringement of intellectual property rights.
- (e) Liability arising from the rendering of any counselling, advice or other service.
- (f) Anything done in the capacity of trustee or administrator of any pension fund or scheme.
- (g) Any person committing or condoning any criminal, dishonest or fraudulent act or omission.
- (h) Liability assumed by agreement unless liability would have attached without such agreement.
- (i) Liability arising from any failure to arrange or maintain insurance.
- (j) Any legal action brought in a court of law outside the **geographical limits**.
- (k) Liability arising from any allegation of unfair or wrongful dismissal and any other employment dispute.
- (l) Liability arising from anything manufactured, sold or supplied by or on behalf of **you**.
- (m) Liability arising from any:
 - (i) personal guarantee or assurance given by the **trustee** to anyone (other than the **trustee** giving assurance that the **trustee** has the authority to do something) or
 - (ii) agreement that the **trustee** shall pay any penalty or fixed sum of money unless the **trustee** would still be legally liable even if that guarantee, assurance or agreement did not exist.

What is covered

- (3) If the **trustee** should die become insolvent or mentally incapacitated **we** will provide to the estate, heirs, legal representatives or assigns of the **trustee** the personal indemnity to which the **trustee** is entitled under this extension.
- (4) If the lawful spouse of the **trustee** or any person deriving similar status in law is entitled to any indemnity under 2 above and dies, becomes insolvent or mentally incapacitated **we** will provide that person's estate, heirs, legal representatives or assigns the personal indemnity to which that person is so entitled.

The most **we** will pay under this extension in the period of insurance in respect of cover paragraph (b) is £50,000 and for all other claims £250,000.

All claims resulting from a single **wrongful act** will be deemed to have been made during the period in which the first claim was accepted by **us**.

What is not covered

Definitions specific to this extension

Trustee

means any trustee, or officer of the **Insured** operating as trustee for the **Insured** on any matter relating to the **Insured**.

Wrongful act

means any actual or alleged act which is wrongfully committed or attempted by the **trustee** when carrying out his or her duties as a **trustee**.

Special condition specific to this extension

The **trustee** shall submit annual reports and accounts to their appropriate regulatory authority in accordance with prescribed timescales.

In the event of **your** auditor or independent examiner qualifying their opinion or expressing concerns about **your** accounts, accounting procedures or financial position in any of **your** Report and Accounts notification of such qualification and subsequent action taken by **you** and **your** regulatory authority is to be notified to **us** as soon as reasonably possible.

What is covered

12. Professional counselling services

This extension is optional. The schedule will show if it is in force.

This insurance covers only those losses which arise from claims made and notified to **us** during the period of insurance.

We will indemnify **you** against all sums which **you** become legally liable to pay as damages and all other costs and expenses as a result of neglect, error or omission in the rendering of professional counselling services in conjunction with **your business** which are provided by persons whose names have been supplied to **us** and which gives rise to a claim made against **you** and notified to **us** during the period of insurance for the following:

- (1) Accidental **bodily injury** to or death, illness or disease of persons other than any **employed person**.
- (2) Accidental loss of or **damage** to **property** not belonging to **you**.
- (3) Pecuniary loss other than arising from (1) or (2) above.

The most **we** will pay under this extension in the period of insurance will be:

- (a) £5,000,000 for claims arising under (1) or (2) above;
- (b) as shown in the schedule for claims arising under (3) above.

All claims resulting from a single neglect, error or omission will be deemed to have been made during the period in which the first claim was accepted by **us**.

What is not covered

We will not provide any indemnity in respect of the following:

- (a) Liability where indemnity is provided by any other insurance or other extension of this policy.
- (b) Any person committing or condoning any criminal, dishonest or fraudulent act or omission.
- (c) Liability assumed by agreement unless liability would have attached without such agreement.
- (d) The consequences of any circumstances known to **you** at the commencement of this cover which may give rise to a claim.
- (e) Any legal action brought in a court of law outside the **geographical limits**.
- (f) Liability for any claim made against **you** by reason of any act committed or alleged to have been committed prior to the retroactive date shown in the schedule.

Special condition specific to this extension

It is a **condition precedent to liability** that **you** shall exercise reasonable care and diligence in the selection, appointment and supervision of persons undertaking professional counselling services on **your** behalf.

What is covered

13. Corporate Manslaughter Defence Costs

Cover is extended to indemnify the policyholder in respect of legal costs and expenses incurred with **our** prior written consent in connection with the defence of any criminal proceedings or an appeal against conviction which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007 committed or alleged to have been committed during the period of insurance in the course of the **business**. Provided that:

- (1) **our** liability under this extension shall not exceed £1,000,000 in any one period of insurance. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule.
- (2) if this policy provides legal expenses insurance this extension shall only operate in respect of any additional amount beyond the amount payable under the Legal expenses section.
- (3) where **we** have already provided an indemnity in respect of any legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same event or occurrence which has given rise to the proceedings in respect of corporate manslaughter or corporate homicide any amount already paid by **us** will be taken into account in calculating **our** liability under this extension.
- (4) **we** must consent in writing to the appointment of any solicitor or counsel who is to act for and on **your** behalf.
- (5) **you** shall notify **us** immediately about any summons or other process served upon **you** which may give rise to a claim under this extension.
- (6) any appeal can only commence if counsel has advised that it is more likely for an appeal to be successful than not.

What is not covered

We will not provide any indemnity in respect of the following:

- (1) Where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this extension indemnity would have been provided by such other source or insurance. However this exclusion shall not apply in the circumstances outlined in proviso 2;
- (2) In respect of any proceedings which result from any deliberate act or omission of the **insured** or any partners directors or managerial employees of the **insured** while acting in their corporate capacity and which could reasonably have been expected having regard to the nature and circumstances of such act or omission;
- (3) In respect of fines or penalties of any kind including the costs of remedial or publicity orders or the steps required to be taken by such orders.

Prosecution defence costs

What is covered

We will, subject to the limit of indemnity, indemnify **you** in respect of:

- (a) legal costs and expenses incurred with **our** prior written consent;
- (b) costs awarded against **you** in connection with the defence of any criminal proceedings, or an appeal against a conviction arising from such proceedings, brought for a breach of:
 - (1) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978;
 - (2) Part II of the Consumer Protection Act 1987;
 - (3) the Food Safety Act 1990;alleged to have been committed during the period of insurance in connection with the **business**.

What is not covered

We will not provide any indemnity in respect of the following:

- (a) Where indemnity is provided by any other insurance;
- (b) In circumstances where **injury** or **damage** has occurred which may be the subject of a claim under either the Employers' liability or Public liability covers of this policy;
- (c) In respect of fines or penalties of any kind;
- (d) In respect of any costs, expenses or reimbursements resulting from an order made under Section 9, or resulting from any Regulation in respect of charges under Section 45, of the Food Safety Act 1990;
- (e) Where the proceedings have resulted from any deliberate act or omission by:
 - (i) **you**, an officer of the Circuit or District;
 - (ii) any **employed person** of **yours** who has specific responsibility for compliance with the above legislation;which could reasonably have been expected to constitute a breach of the above legislation.

Limit of indemnity

The total amount **we** will pay in respect of any one claim under this cover shall not exceed £500,000.

6 Legal expenses

Your schedule will show if this section applies and the cover in force.

Note (not forming part of the policy):

To ensure an expert service the cover under this section has been arranged by us in conjunction with DAS Legal Expenses Insurance Company Limited (DAS).

We are responsible for paying any claims under this section but DAS manage all claim matters and correspondence on our behalf. The legal advice service and claims handling service is provided by DAS Law Limited and/or a preferred law firm on behalf of DAS.

If you wish to speak to DAS about a legal problem or make a claim, please phone:

0345 601 2791

DAS will ask you about your legal issue and if necessary call you back to give you legal advice.

If your issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this section of the policy, DAS will give you a reference number. At this point they will not be able to tell you whether the claim is covered or not but will pass your information to their claims-handling team and explain what to do next.

When presenting a claim for legal expenses, the insured person must inform DAS as soon as possible and within the time limits stipulated under the individual covers, conditions and exclusions to this section, giving full details in writing of the insured incident and provide such proofs, supporting evidence and other information as DAS may require.

Please do not ask for help from a solicitor or accountant before DAS have agreed. If you do we will not pay the costs involved.

DAS Head and Registered Office:

DAS Legal Expenses Insurance Company Limited,
DAS House,
Quay Side, Temple Back,
Bristol BS1 6NH.

Registered in England and Wales, number 103274. DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Website: www.das.co.uk

DAS Law Limited Head and Registered Office:

DAS Law Limited,
North Quay,
Temple Back,
Bristol BS1 6FL.

Registered in England and Wales, number 5417859. DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority. DAS Law Limited is listed on the Financial Conduct Authority register to carry out insurance mediation activity, including the administration of insurance contracts, on behalf of DAS Legal Expenses Insurance Company Limited.

Website: www.daslaw.co.uk

If this section is insured the following services are provided 24 hours a day, seven days a week. To help DAS check and improve their service standards, DAS record all the legal advice calls. DAS does not record the counselling telephone calls.

DAS will not accept responsibility if the Helpline Services fail for reasons they cannot control.

Eurolaw commercial legal advice - 0345 601 2791

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

Tax advice (commercial) - 0345 601 2791

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

Business assistance - 0345 601 2791

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

All costs of assistance provided are your responsibility.

Counselling - 0345 266 9667

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

DAS are unable to provide the counselling service to persons under the age of 18.

Information services

Provided by DAS Legal Expenses Insurance Company Limited (DAS).

Employment Manual

The DAS Employment Manual provides up to date guidance on employment law.

To view the Employment manual please visit the DAS website at www.das.co.uk

From the Home Page click on the Employment manual icon. You can print any part of this document for your own use.

Email DAS at employmentmanual@das.co.uk

with your email address, quoting your policy number and DAS will contact you by email to inform you of future updates to the information.

DAS businesslaw

At **www.dasbusinesslaw.co.uk** there is an online reference, to help you run your charity successfully. The material is updated regularly by legal experts to help you keep your charity one step ahead.

You can also access interactive document builders, to help you compose commercial documents.

To register your details, access the DAS businesslaw website at

www.dasbusinesslaw.co.uk

When asked for your policy number, please insert your Methodist policy number and the password **DAS472301**

Definitions

Each time any of the following words or phrases appear in this section in bold italic type (or in capital letters in the schedule) they will take the specific meaning shown below.

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

Aspect enquiry/enquiries

means an examination by the HM Revenue & Customs which considers one or more specific aspects of **your** self-assessment tax return and/or corporation tax return.

Costs and expenses

means

(1) **Legal costs**

All reasonable and necessary costs chargeable by the **representative** on a standard basis. Also the costs incurred by opponents in civil cases if an **insured person** has been ordered to pay them or pays them with the agreement of **DAS**.

(2) **Accountants' costs**

A reasonable amount in respect of all costs reasonably incurred by the **representative**.

(3) **Attendance expenses**

The **insured person's** salary or wages for the time that the **insured person** is off work to attend any arbitration court or tribunal hearing at the request of the **representative** or while attending jury service. **We** will pay for each half or whole day that the court, tribunal or the **insured person's** employer will not pay for.

The amount **we** will pay is based on the following.

- (a) The time the **insured person** is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half-day assuming that a whole day is eight hours.
- (b) If the **insured person** works full-time the salary or wages for each whole day equals $\frac{1}{250}$ th of the **insured person's** yearly salary or wages.
- (c) If the **insured person** works part-time the salary or wages will be a proportion of the **insured person's** weekly salary or wages.

DAS

means DAS Legal Expenses Insurance Company Limited.

Date of occurrence

means

- (1) For civil cases (other than **Insured event 6** -Tax Protection) when the cause of the action first accrued.
- (2) For criminal cases when the **insured person** commenced or is alleged to have commenced to violate the criminal law in question.
- (3) For licence or registration appeals when **you** first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of or refuse to renew or cancel **your** licence or mandatory registration or British Standard Certificate of Registration.

- (4) For **full enquiries** or **aspect enquiries** when HM Revenue & Customs first notifies in writing the intention to make enquiries.
- (5) For Employers Compliance and Value Added Tax disputes when the relevant authority sends an assessment or written decision to **you**.
- (6) For Charity Commission investigations the date **you** receive notification from the Charity Commission that they are to conduct an investigation.
- (7) For **tax intervention enquiries** when HM Revenue & Customs first contacts **you** in relation to commencing a **tax intervention enquiry** into **your** business accounts.

Full enquiry/enquiries

means an extensive examination by the HM Revenue & Customs which considers all aspects of **your** tax affairs excluding those enquiries which are limited to one or more specific aspects of **your** self-assessment tax return and/or corporation tax return.

Insured event(s)

means the circumstances in which the insurance provided by this section will operate as described in each separate cover.

Insured person

means **you** and **your** trustees, employees, **authorised volunteers** and any other individuals declared to **us** by **you**

Limit of indemnity

means the sum shown in the schedule which is the most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause.

Period of insurance

means the period for which **we** have agreed to cover the **insured person** and for which the premium has been paid.

Representative

means the lawyer or accountant or other suitably qualified person who has been appointed to act for an **insured person** in accordance with the terms of this section

Territorial limit

means

For insured event 3 (excluding 3(3)) – Legal defence for you and insured event 4 (excluding 4(3)) - legal defence for your employees and authorised volunteers and insured event 2 – Bodily injury

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

For all other insured events

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

What is covered

Applying to all insured events

We will indemnify the **insured person** in respect of any **insured event** arising in connection with **your** business as long as:

- (a) the **date of occurrence** of the **insured event** happens during the **period of insurance** and within the **territorial limit**;

and

- (b) any legal proceedings will be dealt with by a court or other body which **DAS** agree to in the **territorial limit**;

and

- (c) in civil claims it is always more likely than not that an **insured person** will recover damages (or obtain any other legal remedy which **DAS** have agreed to) or make a successful defence.

For all **insured events** **DAS** will help in appealing or defending an appeal as long as the **insured person** tells **DAS** within the time limits allowed that they want **DAS** to appeal. Before **we** pay any **costs and expenses** for appeals, **DAS** must agree that it is always more likely than not that the appeal will be successful.

If a **representative** is used **we** will pay the **costs and expenses** incurred for this.

We will pay the compensation awards that **DAS** have agreed to.

The most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is shown as the **limit of indemnity** in the policy schedule.

What is not covered

Applying to all insured events

- (1) Any claim reported to **DAS** more than 180 days after the date an **insured person** should have known about the **insured event**.
- (2) **Costs and expenses** incurred before the written acceptance of a claim by **DAS**.
- (3) Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority other than compensation awards as covered under insured event 5 Cover 2 Compensation Awards and insured event 3. Legal Defence for you and insured event 4 Legal defence for your employees and authorised volunteers.
- (4) Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
- (5) Any claim relating to franchise or agency agreements entered into by **you**.
- (6) Any **insured event** deliberately or intentionally caused by an **insured person**.
- (7) A dispute with **DAS** or **us** not otherwise dealt with under Condition 7 of this section.
- (8) Any claim relating to a shareholding or partnership share in **you** unless such shareholding was acquired under a scheme open to all **your** employees or a substantial number of them of a certain minimum grade other than **your** directors, trustees or partners.
- (9) Judicial review.

What is covered

What is not covered

- (10) Any legal action an **insured person** takes which **DAS** or the **representative** have not agreed to or where the **insured person** does anything that hinders **DAS** or the **representative**.
- (11) When either at the commencement of or during the course of a claim notified under this section **you** are bankrupt or have filed a bankruptcy petition or winding-up petition or have made an arrangement with **your** creditors or have entered into a deed or arrangement or are in liquidation or part or all of **your** affairs or property are in the care or control of a receiver or administrator.
- (12) Any claim where the **insured person** brings legal action resulting from one or more events arising at the same time or from the same originating cause which could result in the court making a Group Litigation Order.

What is covered

Insured event 1

Property protection

DAS will negotiate for **your** legal rights in any civil action relating to material property which is owned by **you** or **your** responsibility following:

- (1) any event which causes or could cause physical damage to such material property; or
- (2) any nuisance or trespass

Insured event 2

Bodily injury

At **your** request **DAS** will negotiate for an **insured person's** and their family members' legal rights following an event which causes the death of or bodily injury to them.

What is not covered

Any claim relating to the following:

- (i) A contract entered into by **you**.
- (ii) Goods in transit or goods lent or hired out.
- (iii) Goods at premises other than those occupied by **you** unless the goods are at such premises for the purpose of installations or use in work to be carried out by **you**.
- (iv) Mining subsidence.
- (v) Defending **your** legal rights other than in defending a counter-claim.
- (vi) A motor vehicle owned by or hired or leased to or used by an **insured person**.

Any claim relating to the following:

- (i) Any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident.
- (ii) Defending an **insured person's** or their family members' legal rights other than in defending a counter-claim.
- (iii) A motor vehicle owned by or hired or leased to or used by an **insured person** or their family members.

What is covered

Insured event 3

Legal defence for you

- (1) **DAS** will defend **your** legal rights:
 - (a) prior to the issue of legal proceedings when dealing with the police and/or the Health and Safety Executive and/or the Local Authority Health and Safety Enforcement Officer and/or the Environment Agency and/or the Local Council where it is alleged that **you** have or may have committed a criminal offence; or
 - (b) following an event which leads to **you** being prosecuted in a court of criminal jurisdiction; or
 - (c) following civil action taken against **you** for compensation under Section 13 of the Data Protection Act 1998. **We** will also pay any compensation award made against **you** under Section 13 of the Data Protection Act 1998.
- (2) **DAS** will defend **your** legal rights following civil action taken against **you** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**.
- (3) **DAS** will represent **you** in appealing against the imposition or terms of any Statutory Notice issued under legislation affecting **your** business.
- (4) **DAS** will represent **you** in appealing against the refusal of the Information Commissioner to register **your** application for registration.
- (5) **DAS** will represent **you** in appealing against an award made under the Party Walls Act

Provided that

- (1) in so far as proceedings under the Health and Safety at Work etc Act 1974 are concerned the **territorial limit** shall be any place where the Act applies;
- (2) at the time of the **insured event** **you** have registered with the Information Commissioner in respect of insured event 3 paragraph (1) (c) above.

What is not covered

- (i) Any claim relating to a statutory licence.
- (ii) Any claim arising from parking offences.

What is covered

Insured event 4

Legal defence for your employees and authorised volunteers

The following will be provided at **your** request.

- (1) **DAS** will defend the **insured person's** (other than **your**) legal rights:
 - (a) prior to the issue of legal proceedings when dealing with the police and/or the Health and Safety Executive and/or the Local Authority Health and Safety Enforcement Officer and/or the Environmental Agency and/or Local Council where it is alleged that the **insured person** has or may have committed a criminal offence;

or
 - (b) following an event which leads to the **insured person** being prosecuted in a court of criminal jurisdiction;

or
 - (c) if civil action is taken against the **insured person** for compensation under Section 13 of the Data Protection Act 1998. **We** will also pay any compensation award made against the **insured person** under Section 13 of the Data Protection Act 1998.
- (2) **DAS** will defend the **insured person's** (other than **your**) legal rights if:
 - (a) an event arising from their work as an employee leads to a civil action being taken against them under legislation for unlawful discrimination on the grounds of sex, sexual orientation, race, disability, age, religious belief or political opinion;

or
 - (b) civil action is taken against them as a trustee of a pension fund set up for the benefit of **your** employees.
- (3) **DAS** will represent the **insured person** (other than **you**) in appealing against the imposition or terms of any Statutory Notice issued under legislation affecting **your** business.
- (4) **We** will pay the **attendance expenses** of an **insured person** (other than **you**) for jury service.

continued

What is not covered

- (i) Any claim relating to a statutory licence.
- (ii) Any claim arising from parking offences.

What is covered

Provided that

In so far as proceedings under the Health and Safety at Work etc Act 1974 are concerned the **territorial limit** shall be any place where the Act applies.

Insured event 5

Employment disputes and compensation awards

Cover 1

Employment disputes

DAS will defend **your** legal rights:

- (1) prior to the issue of legal proceedings in a court or tribunal following the dismissal of an employee;
or
- (2) in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme;
or
- (3) in legal proceedings in respect of any dispute with an employee or ex-employee or a trade union acting on behalf of an employee or ex-employee which arises out of or relates to a contract of employment with **you**;
or
- (4) in legal proceedings in respect of any dispute with an employee, ex-employee or prospective employee arising from any alleged breach of their statutory rights under employment legislation.

What is not covered

- (i) Any employment dispute where the cause of action arises within the first 90 days of the indemnity provided by this section.
- (ii) Any dispute with an employee who was subject to a written or oral warning (formal or informal) within 180 days immediately preceding the inception date of the indemnity provided by this section if the **date of occurrence** was within the first 180 days of the indemnity provided by this section.
- (iii) Any redundancy or alleged redundancy or unfair selection for redundancy arising within the first 180 days of the indemnity provided by this section.
- (iv) Any claim in respect of damages for personal injury or loss of or damage to property.
- (v) Any claim arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005.

What is covered

Cover 2

Compensation awards

Where **DAS** have accepted a claim under Insured event 5 Cover 1 **we** will pay

- (1) Any basic and compensatory award; and/or
- (2) An order for compensation following a breach of **your** statutory duties under employment legislation.

Provided that

- (1) in cases relating to performance and/or conduct **you** have throughout the employment dispute either:
 - (a) followed the ACAS Code of Disciplinary and Grievance Procedures as prepared by the Advisory Conciliation and Arbitration Service; or
 - (b) followed the equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
 - (c) sought and followed advice from DAS Legal Advice Service;
- (2) for an order of compensation following **your** breach of statutory duty under employment legislation **you** have at all times sought and followed the advice given by **DAS** since the date when **you** should have known about the employment dispute;
- (3) for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy **you** have sought and followed the advice given by **DAS** Claims Department prior to serving notice of redundancy;
- (4) the compensation is awarded by a tribunal or through the ACAS Arbitration Scheme under a judgement made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by **DAS**;
- (5) the total of the compensation awards payable by **us** shall not exceed £1,000,000 in any one **period of insurance**.

What is not covered

- (i) Any compensation award relating to the following:
 - (a) Trade union activities, trade union membership or non-membership.
 - (b) Pregnancy or maternity rights.
 - (c) Health and safety related dismissals brought under Section 44 of the Employment Rights Act 1996.
 - (d) Statutory rights in relation to trustees of occupational pension schemes.
 - (e) Statutory rights in relation to Sunday shop and betting work.
- (ii) Non-payment of money due under the relevant contract of employment or statutory provision relating thereto.
- (iii) Any award ordered as a result of a breach of statutory rights in relation to the provision of relevant records to employees under the National Minimum Wage laws.
- (iv) Any compensation award or increase in compensation award ordered by a court or tribunal for failure to comply with a recommendation or order it has made including non-compliance with a reinstatement or re-engagement order.

What is covered

Cover 3

Service occupancy

DAS will negotiate for **your** legal rights against an employee or ex-employee to recover possession of premises owned by **you** or for which **you** are responsible.

Insured event 6

Tax protection

- (a) **Full or aspect or Charity Commission enquiries**
DAS will negotiate on **your** behalf in respect of a full **enquiry** and/or **aspect enquiry** and represent **you** in any subsequent appeal proceedings and/or an investigation carried out by the Charity Commission into **your** business accounts
- (b) Tax intervention enquiries
DAS will negotiate on **your** behalf and represent **you** in any dealings with HM Revenue & Customs in respect of a **tax intervention enquiry**
- (c) **Employers' compliance**
DAS will negotiate on **your** behalf and represent **you** in any appeal proceedings in respect of a dispute concerning **your** compliance with Pay As You Earn or Social Security Regulations following a review by HM Revenue & Customs
- (d) **VAT disputes**
DAS will negotiate on **your** behalf and represent **you** in any appeal proceedings following an assessment issued by HM Revenue & Customs in respect of Value Added Tax due.

Provided that

- (1) for all **insured events you** have taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed;
- (2) **we** will not pay more than £2,000 for **aspect enquiries** or **tax intervention enquiries**.

What is not covered

Any claim relating to defending **your** legal rights other than defending a counter-claim.

- (i) In respect of **aspect enquiries** and **tax intervention enquiries** the first £200 of **costs and expenses** of each and every claim.
- (ii) Any **insured event** arising from a tax avoidance scheme.
- (iii) Any **insured event** caused by **your** failure to register for Value Added Tax.
- (iv) Any **insured event** arising from any investigations or enquiries undertaken by HM Revenue & Customs Special Investigation Section or Special Civil Investigations or the Revenue and Customs Prosecution Office.
- (v) Any **insured event** arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

What is covered

Insured event 7

Contract disputes

DAS will negotiate for **your** legal rights in a contractual dispute arising from that agreement or that alleged agreement which has been entered into by **you** or on **your** behalf for the purchase, hire, sale or provision of goods or of services.

Provided that

- (1) the amount in dispute exceeds £250;
if the amount in dispute exceeds £5,000 **you** will be responsible for the first £500 of **legal costs** in each and every claim;
- (2) if the dispute relates to money owed to **you** a claim under this section is made within 90 days of the money becoming due and payable.

What is not covered

- (i) Any dispute arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the **date of occurrence** is within the first 90 days of the indemnity provided by this section.
- (ii) Any claim relating to the following.
 - (a) The settlement payable under an insurance policy.
 - (b) A lease, licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement.
 - (c) A loan, mortgage, pension investment borrowing or any other financial product.
 - (d) A motor vehicle owned by or hired by or leased to **you**.
- (iii) A dispute with an employee or ex-employee which arises out of or relates to a contract of employment with **you**.
- (iv) A dispute which arises out of the
 - sale or provision of computer hardware, software, systems or services; or
 - purchase or hire of computer hardware, software, systems or services tailored by a supplier to **your** own specification.
- (v) A dispute arising from a breach or alleged breach of professional duty by an **insured person**.
- (vi) The recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.

What is covered

Insured event 8

Debt recovery

DAS will negotiate for **your** legal rights including enforcement of judgement to recover money and interest due from the sale or provision of goods or services.

Provided that

- (1) the debt exceeds £250;
- (2) a claim is made within 90 days of the money becoming due and payable;
- (3) **DAS** has the right to select the method of enforcement or to forego enforcing judgement if they are not satisfied that there are or will be sufficient assets available to satisfy judgement.

What is not covered

- (i) Any debt arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the debt is due within the first 90 days of the indemnity provided by this section.
- (ii) The recovery of money and interest due from another party where the other party intimates that a defence exists.
- (iii) Any claim relating to the following.
 - (a) The settlement payable under an insurance policy.
 - (b) A lease, licence or tenancy of land or buildings.
 - (c) A loan, mortgage, pension, investment borrowing or any other financial product.
 - (d) A motor vehicle owned by or hired or leased to **you**.
- (iv) A dispute which arises out of the supply, hire, sale or provision of computer hardware, software, systems or services.

Special conditions

- 1 An **insured person** must:
 - (a) keep to the terms and conditions of this section;
 - (b) notify **us** as soon as is reasonably possible of any alteration which may materially affect **our** assessment of the risk;
 - (c) take reasonable steps to keep any amount **we** have to pay as low as possible;
 - (d) try to prevent anything happening that may cause a claim;
 - (e) send everything **DAS** asks for, in writing;
 - (f) give **DAS** full details of any claim as soon as possible and give **DAS** any information they need.
- 2
 - (a) **DAS** can take over and conduct in the name of an **insured person** any claim or legal proceedings at any time.
DAS can negotiate any claim on behalf of an **insured person**.
 - (b) **DAS** will choose the **representative** to represent an **insured person** in any proceedings where **we** may be liable to pay a compensation award. In other cases an **insured person** is free to choose a **representative** (by sending **DAS** the suitably qualified person's name and address) if
 - (i) **DAS** agrees to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an **insured person** in those proceedings or
 - (ii) there is a conflict of interest.
 - (c) Before an **insured person** chooses a lawyer or an accountant **DAS** can appoint a **representative**.
 - (d) A **representative** will be appointed by **DAS** and represent an **insured person** according to **DAS's** standard terms of appointment which may include a 'no win no fee' arrangement.
The **representative** must co-operate fully with **DAS** at all times.
 - (e) **DAS** will have direct contact with the **representative**.
 - (f) An **insured person** must co-operate fully with **DAS** and the **representative** and must keep **DAS** up to date with the progress of the claim.
 - (g) An **insured person** must give the **representative** any instructions that **DAS** requires.
- 3
 - (a) An **insured person** must tell **DAS** if anyone offers to settle a claim and must not agree to any settlement without **DAS's** written consent.
 - (b) If an **insured person** does not accept a reasonable offer to settle a claim **we** may refuse to pay any further **costs and expenses**.
 - (c) **We** may decide to pay the **insured person** a reasonable amount subject to the maximum sum recoverable at law in settlement of damages that the **insured person** is claiming, or which is being claimed against them instead of starting or continuing legal proceedings.
- 4
 - (a) If **DAS** asks an **insured person** must tell the **representative** to have **costs and expenses** taxed, assessed or audited.
 - (b) An **insured person** must take every step to recover **costs and expenses** that **we** have to pay and must pay **us** any **costs and expenses** that are recovered.

- 5** If a **representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses a **representative** without good reason the cover **we** provide will end at once unless **DAS** agrees to appoint another **representative**.
 - 6** If an **insured person** settles a claim or withdraws their claim without the agreement of **DAS**, or does not give suitable instructions to a **representative** the cover **we** provide will end at once and **we** will be entitled to re-claim any **costs and expenses** paid by **us**.
 - 7** If there is a disagreement about the process of handling a claim by **DAS**, **DAS** and the **insured person** can choose another suitably qualified person to arbitrate.
DAS and the **insured person** must both agree to this in writing.
Failing this **DAS** will ask the president of a national association relevant to the arbitration to choose a suitably qualified person.
All costs of resolving the matter must be paid by the party whose argument is rejected.
If a decision is not clearly made against either party the arbitrator will decide how the costs are shared.
 - 8** **DAS** may at their discretion require **you** to obtain an opinion from counsel at **your** expense as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings the cost of obtaining the opinion will be paid for by **us**.
 - 9** All acts of parliament mentioned within this section shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be.
 - 10** This section will be governed by English Law.
-

7 Personal accident

The schedule will show if this section applies and the cover in force.

Guidance note (not forming part of the policy)

Under 'What is not covered', (i) (f) we list some high risk sports and activities for which we will not automatically provide cover under this section. However, there are other unconventional sports or activities which we have not listed but which are generally considered to be hazardous.

Whilst it is impossible to provide an exhaustive list of such activities, we consider them to be excluded on the basis of (i) (g), 'What is not covered', ie wilful exposure to needless peril.

If you are in any doubt about any activity which an Insured person wants to take part in please contact us and we will advise you if the personal accident cover is affected.

Definitions

Each time any of the following words or phrases appear in this section in bold italic type (or in capital letters in the schedule) they will take the specific meaning shown below. Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply.

Accidental bodily injury

means bodily injury or injuries caused by an accident or assault (and not by any gradual cause) or exposure to the natural elements which within 12 months from the date of the accident, assault or exposure is the sole cause of the death or disablement of the **insured person**.

Act of terrorism

means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological, ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear.

Insured person(s)

means

1. any Minister or Deacon in active work or stationed in the Circuit or District
2. any retired Minister or Deacon living in the Circuit or District and named on the Circuit Plan while engaged in any activity

solely for the benefit of the **Insured** or while taking preaching appointments outside the Circuit or District including journeys to and from home

3. any employee or voluntary worker while engaged in any activity for the benefit of the **Insured**
4. any Local Preacher or helper named on the Circuit Plan while taking preaching appointments or attending meetings for Local Preachers including journeys to and from home.

Loss of eye(s)

means total and irrecoverable loss of sight of an eye or eyes.

Loss of limb(s)

means loss by physical severance at or above the wrist or ankle or total and irrecoverable loss of use of a limb or limbs.

Permanent total disablement

means permanent total and absolute disablement (other than by **loss of limb(s)** or **loss of eye(s)**) from usual occupation or from that occupation for which the individual is suited by training or qualification which shall have lasted for 104 weeks and which will in all probability continue for the remainder of life.

Temporary total disablement

means temporary disablement from carrying out the **insured person's** normal Circuit or District duties (or in the case of persons under 16 disablement from participating in the **insured person's** normal activities with **you**).

What is covered

We will pay **you** the benefits shown in the schedule if any **insured person** suffers **accidental bodily injury**.

What is not covered

- (i) **Accidental bodily injury** resulting from the following:
 - (a) Any criminal act by an **insured person**.
 - (b) Suicide or deliberate self-injury, sexually transmitted infections, insanity, the treatment of drug addiction or the influence of drugs.
 - (c) The use of alcohol or drugs unless such drugs are taken as prescribed and directed by a qualified registered medical practitioner but not for the treatment of drug addiction.
 - (d) Any health problem which **you** or the **insured person** know of or should have known about at the start of the insurance or when it was renewed and which has not been accepted by **us** in writing.
 - (e) Childbirth or pregnancy.
 - (f) any **insured person** taking part in practising or training for any of the following excluded activities:
 - Aqualung diving;
 - Flying (except as a fare-paying passenger), hang-gliding or parachuting;
 - Hunting on horseback, polo, show jumping or steeple chasing;
 - Driving, riding or sailing in any kind of race;
 - Riding motor cycles or motor scooters as a driver or passenger;
 - Winter sports other than curling or ice-skating;
 - Mountaineering, cliff or rock climbing, abseiling, subterranean or elastic rope sports or activities;
 - Football other than amateur Association or rugby football;
 - Playing in any sport professionally;
 - Service in the armed forces.
 - Any pursuit or activity involving personal danger or hazard
 - (g) Wilful exposure to needless peril (except in an attempt to save human life).

continued

What is covered

What is not covered

- (ii) **Accidental bodily injury** directly or indirectly caused or contributed to by an **act of terrorism** involving the use or release or the threat thereof of any nuclear weapon, device or chemical or biological agent regardless of any contributory cause.

If **we** allege that by reason of this exclusion any **accidental bodily injury** is not covered by this policy the burden of proving the contrary shall be upon **you**.

- (iii) Sustained by any person after the expiry of the period of insurance in which that person attained the age of 80 years.

Extensions

What is covered

1. Medical and other expenses

- (a) Medical, dental or surgical expenses incurred by the **insured person** up to £2,500;
and
(b) **Damage** to personal effects, if not insured elsewhere under this policy up to £1,000;
(c) £20 a day up to £200 if the **insured person** goes into hospital for in-patient treatment arising from **accidental bodily injury** for which benefit is paid under this section.

2. Assault

If an **insured person** is assaulted or threatened with assault whilst engaged in **your** business or authorised activities within the **geographical limits we** will pay up to £5,000 for medical, dental or surgical expenses incurred. This is in addition to any amount that may be payable under Extension 1 above.

What is not covered

8 Terrorism

The schedule will show if this section applies

Definitions

Each time any of the following words or phrases appear in this section in bold italic type (or in capital letters in the schedule) they will take the specific meaning shown below.

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

Act of terrorism

means 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 Her Majesty's government in the United Kingdom or any other government de jure or de facto.

Business interruption

means loss arising from interruption or interference with the usual activities carried on by ***you*** at the ***premises*** as a result of damage to or destruction of property used by ***you*** at the ***premises*** for the purpose of the usual activities.

Denial of service attack

means any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems.

Denial of service attacks include but are not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

Event

means all individual losses arising in respect of a continuous period of 72 hours of which the proximate cause is the same ***act of terrorism***.

The date and time that any such period of 72 hours shall commence shall be set by ***us***.

Hacking

means unauthorised access to any computer or other equipment or component or system or item which processes, stores or retrieves data whether ***your*** property or not.

Nuclear installation

means any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation designed or adapted for

- (a) the production or use of atomic energy;
- (b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations;
- (c) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.

Nuclear reactor

means any plant (including any machinery, equipment or appliance whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

Phishing

means any access or attempted access to data or information made by means of misrepresentation or deception.

Property insured

means all property which is insured under other sections of this policy.

Excluding

- (a) any land or building which is occupied as a private residence or any part thereof which is so occupied unless
 - (i) the remainder of the building is not a private residence and is insured under this policy;
 - (ii) such land or building is not insured in the name of an individual.
- (b) any **nuclear installation** or **nuclear reactor** and all fixtures and fittings situated thereon and attached thereto and all pipes, wires, cables, drains or other conduits or service media of any description which are affixed or connected to or in any way serve such **nuclear installation** or **nuclear reactor**.

Territorial limits

means England, Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987.

Virus or similar mechanism

means 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.

What is covered

We will pay **you** for

- (a) damage to or the destruction of **property insured** belonging to **you** or for which **you** are legally responsible;
- (b) **business interruption** as insured by this policy occasioned by or happening through or in consequence of an **act of terrorism** within the **territorial limits**.

Provided always that the insurance by this section

- (i) is not subject to any of the General exclusions of this policy;
- (ii) is not subject to any long term agreement or undertaking which may otherwise apply;
- (iii) is not subject to any terms in this policy which provide for adjustments of premium;
- (iv) is subject otherwise to all the terms, provisions, definitions and conditions of this policy except where expressly varied within this section;
- (v) is subject to a maximum period of insurance of 12 months from the inception or renewal date of this policy.

Any subsequent period of cover provided by this section whether for 12 months or less is deemed to constitute a new period of insurance provided that

- (a) no subsequent period of insurance by this section shall extend beyond the next renewal date of this policy;
- (b) the renewal premium due in respect of this section has been received by **us**.

Basis of settlement

As described in the relevant section of this policy in respect of damage to or destruction of the **property insured** or **business interruption**.

The most **we** will pay for any one **event** is the lesser of

- (a) the total sum insured or
- (b) for each item its individual sum insured or
- (c) any other limit of liability

as stated in the relevant section of this policy less the **excess**.

What is not covered

We will not be liable for any losses whatsoever

- (1) occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- (2) arising under
 - (a) marine aviation and transit policies;
 - (b) motor insurance policies;
 - (c) bankers blanket bond.
- (3) directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from
 - (a) the alteration, modification, distortion, corruption of or damage to any computer or other equipment or component or system or item which processes, stores, transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software);
 - (b) any alteration, modification, distortion, erasure, corruption of data processed by any such computer or other equipment or component or system or item
 whether **your** property or not where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **virus or similar mechanism** or **hacking** or **phishing** or **denial of service attack**.

The **excess** applicable to losses under this Terrorism section shall be equal to the **excess** applied in respect of the risk of fire and/or explosion under the other sections of this policy.

Condition

- (1) If **we** allege that any loss is not covered by this section the burden of proving that such loss is covered shall be upon **you**.

General information

Complaints procedure

If you are unhappy with our products or service, please contact us as soon as possible.

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

For all complaints other than Legal expense complaints

Methodist Insurance PLC
St Ann's House,
St Ann's Place,
Manchester, M2 7LP.

Telephone: 0345 60 61 331
Email: enquiries@micmail.com

For Legal expenses complaints

DAS Legal Expenses Insurance Company Limited
DAS House,
Quay Side, Temple Back,
Bristol, BS1 6NH.

Tel: 0344 893 9013
Email: customerrelations@das.co.uk

Our promise to you

We will aim to resolve your complaint within one business day.

To resolve your complaint we will:

- Investigate your complaint diligently and impartially.
- Keep you informed of the progress of the investigation.
- For more complex issues, we may need a little longer to investigate and we may ask you for further information to help us reach a decision.
- Respond in writing to your complaint as soon as possible.

If you are not satisfied with our response, or if we have not completed our investigation within eight weeks, we will inform you of your right to take the complaint to:

The Financial Ombudsman Service
Exchange Tower,
London, E14 9SR.

Tel: 0800 0 234 567
Email: complaint.info@financial-ombudsman.org.uk
Web: www.financial-ombudsman.org.uk

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

The Financial Services Compensation Scheme (FSCS)

(not forming part of the policy)

The Financial Services Compensation Scheme (FSCS) is the independent body, set up by government, which gives you your money back if your authorised* financial services provider goes bust.

The FSCS protects a range of products for both individuals and small businesses. Limits apply depending on the product you have bought. The FSCS does not charge individual consumers for using its service. The FSCS cannot help you if the firm you have done business with is still trading.

For further information on the scheme you can visit the website at:

www.fscs.org.uk

or write to:

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

Tel: 0207 741 4100 or 0800 678 1100

Fax: 0207 741 4101

Email: enquiries@fscs.org.uk

** The FSCS can only pay compensation for customers of financial services firms authorised by the PRA.*

This contract is underwritten by:
Methodist Insurance plc.

Our FCA register number is 136423.
Our permitted business is general insurance.

**You can check this on the
FCA's register by visiting the
FCA's website**

www.fca.org.uk/register

**or by contacting the FCA on
0800 111 6768**



Methodist Insurance PLC,
St Ann's House,
St Ann's Place,
Manchester M2 7LP
Tel: 0345 606 1331 Fax: 0345 604 6302
www.methodistinsurance.co.uk

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