



Definitions applying to this section of the policy

Employee/employees

- i Persons under a contract of service or apprenticeship with **you**.
- ii Persons under a contract of service or apprenticeship with some other employer and who are hired to or borrowed by **you**.
- iii Labour masters and persons supplied by them.
- iv Persons engaged by labour only sub-contractors.
- v Self-employed persons performing work of a kind ordinarily performed under a contract of service or apprenticeship with **you**, while working for **you** in connection with **your** church business or its activities.
- vi **Voluntary workers.**

Event

Any one occurrence or series of occurrences arising out of or attributable to one source or original cause.

Journey

The moment of embarkation on to a conveyance to go to an offshore installation to the moment of disembarkation from a conveyance onto land on return.

Wrongful act

Any actual or alleged breach of trust, breach of duty, neglect, error, mis-statement, misleading statement, libel, slander, breach of contract, omission, breach of warranty of authority or other act wrongfully committed or attempted by such trustees or officers of **your** church or any matter claimed against them solely by reason of their acting as a trustee or officer.

What is covered

We will indemnify **you** subject to the **limit of indemnity** against all sums which **you** become legally liable to pay as damages and all other costs and expenses as a result of:

Item

1. Employers' liability

Bodily injury to or death, illness or disease of **employees** happening during the **period of insurance** within the **territorial limits** in connection with **your** church business and activities.

2. Public liability

- i Accidental bodily injury to or death, illness or disease of persons other than **employees**;
 - ii Accidental loss of or **damage** to material property not belonging to **you**;
 - iii Accidental obstruction, trespass, nuisance interference with any right of way, air, light, water or other easement;
- happening during the **period of insurance** within the **territorial limits** in connection with **your** church business and activities.

What is not covered

Liability which is required to be insured under the compulsory motor insurance provisions of the Road Traffic Acts.

Liability arising from:

- i the sale or supply of goods;
- ii loss of or **damage** to property which belongs to **you** or is in **your** custody or control but this exclusion shall not apply to:
 - a the property of **employees** or **voluntary workers**;
 - b **premises** which are rented, hired, leased, lent or used by **you** for church business or activities, or at which **you** are undertaking work in connection with the church provided such liability does not arise solely under the terms of any contract or agreement;
- iii the ownership, possession or use (other than as provided for under extension 3) by **you** or on **your** behalf of:
 - a any vehicle or machine or plant which is capable of self-propulsion or attached to a self-propelled vehicle and which is used in circumstances to which the Road Traffic Acts apply;
 - b any vehicle or machine or plant which is insured for **your** benefit under any form of motor insurance policy;
 - c any watercraft but this exclusion shall not apply to manually propelled craft less than 5 metres in length whilst operated on inland waterways;
 - d any aircraft or other aerial device or hovercraft;
- iv counselling, advice, design or specification, unless otherwise agreed by **us** in writing.

What is covered

Item

3. Products liability

- i Accidental bodily injury to or death, illness or disease of persons other than **employees**;
- ii Accidental loss of or **damage** to material property not belonging to **you**;
occurring during the **period of insurance** within the **territorial limits** caused by any commodity, article or thing (including their labelling and containers), sold, supplied, installed, erected, repaired, altered or treated by **you** and no longer within **your** custody or control.

What is not covered

- i The making good, replacement or reinstatement of any product sold, supplied or worked upon by **you** giving rise to a claim for the cost of rectifying defective work.
- ii Liability in respect of **damage** to any commodity, article or thing (including its container) sold, supplied or worked upon by **you** caused by its defect or its unsuitability for its intended purpose.
- iii Liability arising out of commercial or trade activities other than bazaars, fêtes and sales of work and retail sale of refreshments, comestibles, books, souvenirs and the like at the **premises**.

Limits of indemnity

Unless stated otherwise in **your schedule** the amount of **our** liability for damages shall not exceed:

	Limit of indemnity	
1. Employers' liability	£10,000,000	inclusive of all damages costs and expenses any one event .
2. Public liability	£10,000,000	any one event .
3. Products liability	£10,000,000	in total in any one period of insurance .

In addition to damages **we** will pay in respect of 2. public liability and 3. products liability:

- i legal costs recoverable by any claimant from **you**;
- ii the cost of legal representation at:
 - a any coroner's inquest or fatal accident inquiry;
 - b proceedings in any court of summary jurisdiction;
 incurred with **our** written consent and arising out of any alleged breach of statutory duty which relates to an incident which may be the subject of indemnity under this section;
- iii other costs and expenses incurred with **our** written consent.

We will pay the additional costs in i, ii and iii above in addition to the maximum amount of damages payable for public liability and products liability. For employers' liability **we** will still pay for such additional costs provided the total payable for damages and such costs falls within the **limit of indemnity**.

If **we** are liable to indemnify more than one party the most **we** will pay for damages to all such parties including **you** shall not exceed the **limit of indemnity**.

Extensions applying to section 5 - Liabilities

What is covered

We will extend the cover under this section to pay for:

Extension

1. Indemnity to other persons

At **your** request **we** will indemnify the following in respect of liability incurred by them for which **you** would be indemnified if the claim was made against **you** and not:

- i any person acting under **your** authority and on **your** behalf including any **employees** or **voluntary workers**;
- ii any principal (being any person, company, firm or public authority) with whom **you** have entered into a contract for work or services, but only so far as the contract between **you** and the principal so requires.

2. Defective premises act

The indemnity provided under 2. public liability extends to any 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 connection with **premises** which have been disposed of by **you** and which were occupied by **you** for the purpose of **your** church business or activities provided that injury or **damage** occurs within a period of 7 years of the cancellation or expiry of this section.

3. Motor contingent liability

The indemnity provided by 2. public liability extends to any legal liability incurred by **you** and no other arising out of the use in connection with **your** church business or activities of motor vehicles which are not **your** property or provided by **you**.

4. Cross liabilities

Where more than one party is shown in **your schedule** as the **insured** then **we** will treat each party as the **insured** as if **we** had issued a separate policy to each and **we** agree to waive **our** rights of subrogation or action that **we** might have or acquire against any of the parties arising out of any incident for which a claim is admitted under this section of the policy.

Nothing in this extension shall increase **our** liability to pay more than the **limit of indemnity**.

What is not covered

We will not be liable for or pay for:

- i Liability where indemnity is provided by any other insurance.

- i The cost of remedying any defect or alleged defect in the **premises** disposed of.
- ii Liability in respect of which **you** are entitled to indemnity from any other source.

- i Liability arising from loss of or **damage** to the vehicle itself or to property conveyed within the vehicle.
- ii Liability arising from the use of the vehicle whilst being:
 - a driven by **you**;
 - b driven by a person who to **your** knowledge or the knowledge of **your** representative does not hold a driving licence unless that person has held one and is not disqualified from holding one.
- iii Any incident where **you** are entitled to indemnity under any other insurance.
- iv Liability arising from use outside of the **territorial limits**.
- v Liability arising from engagement in racing, pace making, reliability trials or speed testing.

- i Liability for which indemnity is or would be granted under any other policy giving employers' liability insurance if this section of the policy were not in force.
- ii Liability for **damage** to **premises** and their contents which are in shared occupation by two or more of the parties shown in **your schedule** as the **insured**.

What is covered

Extension

5. Bell ringers

When **your** bell ringers are:

- i ringing or attending to the bells in any church or bell tower;
- ii travelling to or from a church or bell tower to take part in or practice bell ringing;

We will:

- a regard them as **employees** for the purposes of
 - 1. employers' liability;
- b treat them as **insured** for the purposes of
 - 2. public liability.

Nothing in this extension shall increase **our** liability to pay more than the **limit of indemnity**.

6. Publishers' indemnity

This insurance relates only to claims made against **you** during the **period of insurance**.

In the event of any claims made against **you** after the retroactive date shown in **your schedule** and notified to **us** during the **period of insurance** for alleged:

- i libel;
- ii slander of title to goods;
- iii deceit or injurious falsehood;
- iv passing off or infringement of trademark, registered design, copyright or patent right;

arising from a matter contained in **your** church magazine, newsletter or **your** other official publications **we** will indemnify **you** in respect of all sums which **you** shall be legally liable to pay as damages and claimants costs and expenses.

Limit: £100,000 in any one **period of insurance**.

Special condition applying to extension 6

Unless a Queen's Counsel or similar authority (to be mutually agreed on by **you** and **us**) advises that any proceedings can be contested with the probability of success, **you** shall tender such apologies and offer such amends as the counsel or authority advises.

In addition, upon the counsel's or authority's advice **you** must agree to the withdrawal of the offending matter or the publication of any amendment or alteration necessary to secure the withdrawal of the claim or objection.

Please refer to claims conditions – your duties i and claims conditions – our rights iii on page 16.

7. Catering facilities and retail sales

The indemnity provided by 1. employers' liability, 2. public liability and 3. products liability extends to include **your** legal liability arising out of the carrying on by **you** at the **premises** of the provision of or retail sale of:

- i food, drink and refreshments;
- ii religious articles, works of art, printed matter, souvenirs, craft work, sound and video recordings, and the like.

What is not covered

- i Liability arising from any incident occurring in connection with a church or bell tower located outside the **territorial limits**.

- i Fines, penalties, punitive or exemplary damages.
- ii Liability assumed by agreement unless liability would have attached without such agreement.
- iii Criminal or intentional libel, slander or infringement.
- iv Any claim brought about by **your** personal spite or ill will towards a claimant.
- v Any legal action brought against **you** in any court of law outside the **territorial limits**.
- vi The consequence of any circumstances known to **you** at the start of this cover which may give rise to a claim.
- vii Liability for any claim made against **you** arising from any act committed or alleged to have been committed prior to the retroactive date shown in **your schedule**.

- i Liability where indemnity is provided by any other insurance.

What is covered

Extension

8. Overseas extension

The cover provided by this section is extended, subject to its terms and conditions, to anywhere in the world in respect of:

- i products supplied from;
- ii temporary visits authorised by **you** and undertaken by **you, your employees or your voluntary workers** outside, provided such persons are normally resident in; the **territorial limits** provided that the **limits of indemnity** for 1. employers' liability, 2. public liability and 3. products liability shall all be inclusive of all damages, costs and expenses.

9. Trustees' and officers' indemnity

This insurance relates only to claims first made against **you** during the **period of insurance** after the retroactive date shown in **your schedule** and notified to **us** during the **period of insurance**.

- i **We** will pay on behalf of a trustee or officer of **your** church up to £500,000 in any one **period of insurance** for all sums which they become legally liable to pay as damages and costs and expenses by reason of a **wrongful act** committed by them in their capacity as trustee or officer of **your** church.
- ii **We** will pay on behalf of **your** church up to £500,000 in any one **period of insurance** for all sums which **your** church becomes legally liable to pay as damages and costs and expenses by reason of a **wrongful act** committed by a trustee or officer of **your** church acting in their capacity as trustee or officer of **your** church but only when **your** church shall be required or allowed to indemnify the trustee or officer by reason of law, or by reason of any indemnity clause in the trust deed, constitution or charter of **your** church.

If **we** are liable to indemnify more than one party the most **we** will pay for damages, costs and expenses to all such parties shall not exceed £500,000 in total in any one **period of insurance** for claims arising under i or ii above unless otherwise shown as an **endorsement** in **your schedule**.

- iii **We** will indemnify **you** up to £25,000 in any one **period of insurance** against loss of **your** money or tangible property belonging to **you** or for which **you** are legally responsible which **you**, during the **period of insurance**, first discover has been sustained in consequence of any dishonest, fraudulent, criminal or malicious act committed by a trustee or an officer with the intent to obtain improper personal gain for themselves or for any other party.
- iv **We** will indemnify **you** up to £25,000 in any one **period of insurance** against costs and expenses notified to **us** during the **period of insurance** incurred by **your** church in replacement or restoration of any document connected with the conduct of **your** church business which has been destroyed, damaged lost or mislaid and which, after diligent search, cannot be found.

What is not covered

- i Liability where indemnity is provided by any other insurance.
- ii Liability arising out of the ownership or occupation of land or buildings.
- iii Liability arising from:
 - a the ownership, possession or use by **you** or on **your** behalf of any **premises**;
 - b the nature or condition of any commodity, article or thing (including their labelling and containers) sold, supplied, installed, erected, repaired, altered or treated by **you** or on **your** behalf from any location; in the United States of America or Canada including **your** branches, subsidiaries, agencies, sales or distribution outlets or offices.
- iv fines, penalties or punitive, exemplary and aggravated damages.

- i Liability where indemnity is provided by any other insurance or extension of this policy.
- ii Liability where indemnity is provided by extension 6 – publishers' indemnity.
- iii Unexplained or inexplicable disappearance or unexplained shortage or shortages.
- iv Any dishonest, fraudulent, criminal or malicious act or omission committed by any person after the discovery of reasonable cause for suspicion of such act or omission in relation to that person.
- v Indemnity to any person committing or condoning a dishonest, fraudulent, criminal or malicious act or omission.
- vi Fines, penalties, punitive or exemplary or non-compensatory damages.
- vii Liability assumed by agreement unless liability would have attached without such agreement.
- viii The consequence of any circumstance known to **you** at the commencement of this cover which may give rise to a claim.
- ix Any legal action brought in a court of law outside the **territorial limits**.
- x 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 **your schedule**.
- xi Counselling, advice, design or specification given for a fee.
- xii Loss arising from any act or omission which the trustee or officer knew to be a breach of trust or breach of duty or which was committed by the trustee or officer in reckless disregard of whether it was a breach of trust or breach of duty or not.
- xiii Liability resulting directly from a trustee or officer acting in the capacity as trustee or administrator of any pension, retirement or superannuation scheme or programme.

Exclusions applying to section 5 - Liabilities

Exclusion

1. Offshore visits

Applying to employers', public and products liability.

We shall not be liable for liability arising from any incident occurring on any offshore platform, rig, service or accommodation vessel or installation, or whilst in the course of a **journey** directly to or from such offshore location.

2. Work experience schemes

Not applicable for this policy.

3. Liability by agreement

Applying to public and products liability.

We shall not be liable for liability arising from or in connection with any contract work executed by **you** or commodity, article or thing supplied by **you** where such liability has been accepted by agreement unless such liability would have attached in the absence of such agreement.

4. Pollution or contamination

Applying to public and products liability.

For the purpose of this exclusion "pollution or contamination" means:

- i all pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
- ii all loss or **damage** or injury directly or indirectly caused by such pollution or contamination.

We shall not indemnify **you** for liability arising from pollution or contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **period of insurance**.

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

5. Asbestos

Applying to public and products liability.

We shall not indemnify **you** for:

- i liability arising, directly or indirectly, out of exposure to, inhalation of, or fears of the consequences of exposure to, or inhalation of, asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos, asbestos fibres or derivatives of asbestos;
- ii the cost of cleaning up, or removal of, or **damage** to property arising out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos, asbestos fibres or derivatives of asbestos.