



Manse Choice

Insurance for church owned
residential properties



Congregational

Notice of manse choice policy wording changes

Please carefully read this notice as it provides information regarding changes to data protection and how we use your data which is effective from 25 May 2018. Please keep a copy of this notice with your policy wording.

Section of policy	Statement of change in terms	Impact
<p>Data Protection and how we use your data Page 10</p>	<p>Data protection and how we use your data <i>Following the introduction of new data legislation, we have updated the 'how we use your data' information. This now reads:</i></p> <p>Please carefully read this information regarding your data privacy and share it with anyone named in your schedule which may include the governing body, directors, board of trustees or similar as it will also apply to them.</p> <div style="border: 1px solid red; padding: 5px;"> <p>In regard to data protection and how we use your data the following definitions will apply:</p> <p>Personal information Any information given to us about you, by you or anyone else in connection with this insurance.</p> <p>Sensitive personal data Some of the personal information that we ask you to provide is known as sensitive personal data. This may include information relating to convictions such as county court judgments. We need to use sensitive personal data to arrange and manage your policy, and to provide the services described in your policy documents such as dealing with claims.</p> <p>We/our/us International Insurance Company of Hannover SE UK Branch as the underwriter and Integra Insurance Solutions Ltd., as the administrator of your policy.</p> </div> <p>We take appropriate security measures to safeguard all information supplied whether personal or non-personal. The details provided below are a summary of how we collect, use, share, transfer and store your personal information. The collection and subsequent processing of your personal information, how it is held and used by us meets all relevant data protection legislation.</p> <p>Secure technology and procedures are used to help protect your information from inappropriate use and these are revised and updated as new technology becomes available. We also take reasonable security measures to protect your personal information in storage.</p> <p>For full details of our privacy policy, please go to www.congregational.co.uk/privacy-policy.php or contact:</p> <p>Integra Data Protection Officer International Insurance Company of Hannover SE UK Branch ✉ dpo@integra-ins.co.uk 10 Fenchurch Street, London EC3M 3BE</p> <p>How we obtain and use your personal information You provide personal information to your broker as part of your application for general insurance cover either in writing or by phone. We use this information in order to underwrite, manage and administer your insurance policy and/or any claims that you may make under the terms of your policy. We may also keep information contained in any correspondence you may have with us by post or by email and we may record telephone conversations. The information we hold may include:</p> <ul style="list-style-type: none"> • your name, address and contact details; • your property construction details, details of what you want to insure and your claims history; • sensitive personal data. Where you have provided us with sensitive personal data relating to someone else, you confirm you have informed them that you have shared this data with us. <p>This information is necessary for us to be able to provide you with a general insurance policy.</p> <p>Do we use your personal data for marketing purposes? Any information that you choose to give us will not be used for marketing purposes by us. We will hold your personal information only for the purposes of managing and administering your insurance policy and/or any claims that you may make under the terms of your policy. In the event of a claim we may use your contact details to issue you with a claims survey.</p>	<p>updated information</p>

Section of policy	Statement of change in terms	Impact
<p>Data Protection and how we use your data (Continued) Page 10</p>	<p>Sharing your information We will keep information about you confidential and for the purpose of administering your insurance policy and any claims made against the policy we will from time to time share your personal information with a number of different organisations, such as:</p> <ul style="list-style-type: none"> • other companies within the Group - for the purpose of statistical analysis, audit and compliance monitoring; • lawyers, loss adjusters and/or third parties providing a service to us or on our behalf; • organisations that have a specific role laid out in law, such as statutory bodies, regulatory authorities and other authorised bodies, or where we have a duty to, or are permitted to disclose your personal information to them by law; • fraud prevention and credit reference agencies. <p>We will never share your personal information, unless required to do so by law, without the appropriate and necessary care and safeguards being in place.</p> <p>Keeping your information We will keep your personal information only for as long as is reasonably necessary in order to:</p> <ul style="list-style-type: none"> • provide our services to you; and • fulfil our legal and regulatory obligations. <p>For more information about this, please see our privacy policy www.congregational.co.uk/privacy-policy.php</p> <p>Transfer of your personal data outside of the European Economic area (EEA) We do not currently transfer your personal information outside the EEA. If in the future we transfer your personal information, in accordance with the terms of this policy outside of the EEA, we will make sure that the receiver agrees to provide the same or similar protection as we do and they will only use your personal information in accordance with our instructions.</p> <p>Dealing with others acting on your behalf We will deal with individuals you nominate, including third parties we reasonably believe to be acting on your behalf providing they are able to answer our security questions.</p> <p>Your rights You have a number of rights in relation to the information that we hold about you, including:</p> <ul style="list-style-type: none"> • the right to access personal information we hold about you, known as a subject access request; • asking us to correct, delete or restrict processing of your personal information; • withdrawing the permission that you previously provided for us to use your personal information; • the right to receive your personal information which you provided, in a commonly used and machine-readable format for onward transmission by you; • the right to object to processing based on the legitimate interests grounds, unless our reasons for that processing outweigh any prejudice to your data protection rights; • complaining to the Information Commissioner’s Office (ICO) at any time if you object to the way we use your personal information. For more information, please see www.ico.org.uk or call the ICO on 0303 123 1113 	

If you have any queries regarding these changes please contact your intermediary or the church department on **01274 700 700**.
Offices open 9.00am - 5.00pm Monday to Friday.



Welcome to Congregational

This manse choice policy offers insurance cover specifically designed for church owned residential properties and provides insurance for property belonging to the church as well as public liability cover.

We have a genuine and in-depth understanding of evolving insurance issues faced by churches in managing their properties and we pride ourselves in responding to queries with maximum care and empathy. Our business priority is to provide good value and exemplary service. We actively listen to customers and use customer survey data to ensure that we meet customers' needs and constantly look for ways to improve the quality of our service.

You should take some time to read through this booklet as it contains details about your policy cover, some important information, guidance on how to make a claim as well as essential contact details. Your schedule contains details of the cover you have chosen. We have based your policy on the details you have provided. Please do check to make sure the cover continues to meet your needs. Please keep this booklet safe along with your schedule and any notices issued to you.

Thank you for choosing Congregational, we look forward to providing you with insurance cover for many years to come.

Carlo Cavaliere
Strategic Director

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you.

For further information on the FSCS, please visit www.fscs.org.uk or contact:
Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

☎ **0800 678 1100 or 0207 741 4100**

✉ **enquiries@fscs.org.uk**

www.fscs.org.uk



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Changes to your policy

If you need advice on policy cover or wish to make amendments to your policy such as change of address or the sums insured please contact your broker or intermediary, alternatively contact:

Church department

✉ church@congregational.co.uk
☎ 01274 700 700

Claims

✉ claims@congregational.co.uk
☎ 01274 700 700

General enquiries

✉ info@congregational.co.uk
☎ 01274 700 700

Calls may be recorded for training and monitoring purposes. Offices open 9.00am to 5.00pm Monday to Friday excluding bank holidays. Please note claims cannot be registered outside these hours of business.

Congregational is a trading name of Integra Insurance Solutions Ltd. All communications regarding your policy or claims will be handled by Integra.

Address

Congregational, Integra Insurance Solutions Ltd., Currer House, Currer Street, Bradford BD1 5BA

Typetalk

As well as our standard telephone service you can contact us via Typetalk. To use this service type the prefix 18001 before the telephone number you are wishing to contact. Our main switchboard number will be 1800101274700700

Other formats

Literature and communications can be provided in the following alternative formats: Braille, large print and audio tape. If you require documents in these formats, please contact your broker or intermediary, alternatively call the church department on 01274 700 700.

Helpline numbers

The helpline services provide customers with easy access to advice and guidance to deal with all kinds of events and emergencies occurring within the United Kingdom. These services are available during the period of insurance. Calls to helplines are free of charge from UK landlines and mobile phone numbers.

- ☎ **0800 1388 112**
Emergency assistance, Eurolaw legal advice service, tax advice service
- ☎ **0800 1388 115**
Counselling helpline
- ☎ **0800 1388 113**
Glass replacement service

See page 7 for further details.



If you require any assistance on policy cover or wish to make amendments to your policy, you should contact your broker or intermediary that arranged this policy or the church department.

Congregational is a trading name of Integra Insurance Solutions Ltd.

This policy is underwritten by:

International Insurance Company of Hannover SE UK Branch
Branch Office: 10 Fenchurch Street, London EC3M 3BE

International Insurance Company of Hannover SE is registered in Germany, registration number HRB 211924.
Registered Office: Roderbruchstraße 26, 30655 Hannover, Germany.

Authorised by the Bundesanstalt für Finanzdienstleistungsaufsicht and authorised and subject to limited regulation by the Financial Conduct Authority. Financial Services Register No. 659331.

Details about the extent of our authorisation and regulation by the Financial Conduct Authority are available from us on request.

This policy is administered by:

Integra Insurance Solutions Ltd.

Registered Office: Currer House, Currer Street, Bradford BD1 5BA

Registered in England and Wales Registered Number 06760260.

Authorised and regulated by the Financial Conduct Authority. Financial Services Register No. 495111.

All communications including policy information, complaints and claim notifications should be referred to Integra.

Your responsibilities

Any proposal including any additional information supplied or declaration signed by you in connection with this insurance will form part of the agreement between you and us.

It is essential that you provide us with a fair representation of the risks we are accepting when applying for cover. It is also important that you advise your broker, intermediary or the church department of any changes which occur during the period of insurance which may alter information previously provided. If you are in doubt as to whether you need to disclose information to us then this should be declared.

This means you may need to make enquiries with all church officials and advisers to ensure that you have declared all necessary information.

It is essential to keep your residential property in a good condition and take reasonable steps to avoid theft, loss or damage. Your policy is intended to cover you against unforeseen events like fire or theft. It does not cover 'wear and tear' or gradual deterioration such as defective rendering, repointing chimneys or brickwork, general roof maintenance or damp and rot arising from any cause. Areas commonly prone to 'wear and tear' on a building include guttering, flat roofs, fascia boards and boundary walls. These should all be checked on a regular basis.

It is also your responsibility to prove any loss therefore we recommend that you keep receipts, valuations, photographs, instruction booklets and guarantee cards to help with any claim you make.

Changes to your circumstances

Almost certainly your needs will change, if they do, please let your broker, intermediary or the church department know. An updated schedule will be sent to you each time an alteration is made to the cover.

You must tell us of any change of circumstances after the start of the insurance which increases the risk of damage, injury or liability, including any period of unoccupancy for more than 30 days, change in use of the premises or if structural alterations or repairs to the buildings are planned. Please see condition '6. duty of fair representation' on page 12 for more details.

Other changes we need to know about

You must tell us if any person living at the premises has:

- i. been convicted or charged (but not yet tried) for a criminal offence or been given an official police caution;
- ii. ever been declared bankrupt;
- iii. ever been served with any county court judgements (CCJs) or other judgements relating to debt;
- iv. ever entered into any individual voluntary arrangements;
- v. ever been an owner or director of a company which has become insolvent or which has gone into administration.

Cancellation

You may cancel your policy within 14 days from the day of purchase or renewal of the contract or the day on which you receive your policy or renewal documentation, whichever is later.

If you wish to cancel and the insurance cover has not yet commenced, you will be entitled to a full refund of the

premium paid. Alternatively, if you wish to cancel and the insurance cover has already commenced, you will be entitled to a refund of the premium paid, less a proportionate deduction for the time we have provided cover.

For more details about cancelling your policy please see condition '8. cancellation' on page 13 for more details.

Principal elements of your policy

The policy consists of the following principal parts:

Claims conditions

Your duties and our rights which define what actions you must take and how we will deal with claims, see page 14.

Conditions which apply to the whole policy

Conditions which affect the way the whole policy operates, see pages 12-13.

Definitions

Explanation of the specific meaning of words which, wherever they appear in the policy, always have the same meaning. Where a word with a specific meaning is used it will be printed in bold type.

Exclusions which apply to the whole policy

Description of events, circumstances or occurrences which are not covered under any part of the policy.

Schedule

This describes who is insured, the location of the premises covered by the policy, the period of insurance, details of the premium and the operative sections. In addition it details the amounts insured by the individual sections, any particular terms and conditions applying and any endorsement(s) or addition(s) amending this policy wording.

Section

This gives precise details of the cover you have chosen subject to any variation by endorsement(s) shown in your schedule or by separate document, together with any specific terms and conditions applying to that section.

Protecting your property

As the owner of a residential property it is important that you keep it in a good state of repair and undertake regular maintenance work to ensure that the property is always safe and fit for occupancy. Buildings in a sound condition will withstand all but the most extremes of weather and by taking a few sensible precautions you can protect your property. You may wish to consider the following preventative measures; this is not a definitive list, you must ensure that your legal obligations as the owners of the property are complied with at all times.

- i. Notify the occupant of their responsibility to keep the property in good condition.
- ii. Visually check the condition of the roof of your property including any outbuildings. Flat roofs have a limited lifespan and should be checked regularly for signs of damage.
- iii. Ensure gutters, gullies and drains are cleared regularly.
- iv. Cut back low hanging tree branches or bushes which could cause damage in high winds.
- v. Place reliable smoke alarms within the property and ensure that these are regularly tested.
- vi. Place fire extinguishers in the property.
- vii. Ensure that electrical wiring faults are assessed and repaired by a qualified electrician.

- viii. Regular inspection and cleaning of chimney flues to prevent fires.
- ix. Ensure that the boiler and heating system are regularly serviced at least once a year by a registered professional.

Unoccupied manse

If a manse becomes unoccupied for whatever reason, please contact your intermediary or the church department at Congregational. Reduced cover may apply and additional terms and requirements will be added to your policy. This will vary depending on your circumstances; more specific details will be given once notification has been received.

An unoccupied residential property may become vulnerable to damage. There is a greater risk of theft, malicious damage, fire and water damage as well as squatters breaking in. You can take some simple steps to help prevent this damage by ensuring that the building continues to be well maintained and secure. Consider the location - is the building isolated or secluded? What is the crime level in the area? Would any neighbours be willing to check the property regularly? You may need to consider additional precautions if you feel there are increased hazards.



In the first instance you may wish to contact your broker or intermediary, alternatively contact the claims department at Congregational.

You can download a claim form and find further guidance notes on submitting your claim at: www.congregational.co.uk

Conditions that apply to the policy in the event of a claim are set out in this policy booklet (see page 14). It is important that you comply with all policy conditions and you should familiarise yourself with any requirements.

To make a claim you are required to provide evidence and reasonable assistance regarding the cause and value of any claim.

- If the damage is extensive i.e. fire or flood, please contact your broker, intermediary or the claims department as soon as possible during office hours on 01274 700 700, in order that a loss adjuster can be appointed. The adjusters will normally contact you the same day to make an appointment.
- If emergency temporary repairs are necessary to protect your property or prevent further damage please proceed as soon as possible and submit the appropriate invoices. Please note we will only pay these costs if you have a valid claim.
- Do not dispose of any damaged property as it may be necessary for it to be inspected.
- For damage to, or theft of contents please send original receipts where possible for the items and/or estimates for replacements.
- Depending on the nature of your claim we may need to appoint a supplier or loss adjuster to assist with the validation and settlement of the claim.
- Complete a claim form and send it to us with any estimates, accounts and supporting documentation.
- If your claim relates to liability you must not admit any liability. Contact Congregational immediately if anyone makes a claim upon you and send any writ or summons, unanswered.

Contact claims

📧 claims@congregational.co.uk

☎ 01274 700 700

Offices open 9.00am to 5.00pm Monday to Friday excluding bank holidays. Please note claims cannot be registered outside these hours of business.

As well as our standard telephone service you can contact us via Typetalk. To use this service type the prefix 18001 before the telephone number you are wishing to contact. Our main switchboard number will be 1800101274700700

Address:

Claims department, Congregational, Currer House, Currer Street, Bradford BD1 5BA

Congregational is a trading name of Integra Insurance Solutions Ltd.

All communications regarding your policy or claims will be handled by Integra.



An additional benefit of taking out a policy with Congregational is the after sales help and advice services. This provides policyholders with easy access to a number of helplines for many different types of events and emergencies occurring in the UK.

Please do not use these services to report an insurance claim or chase the progress of an existing claim. In this event call Congregational on 01274 700 700. Offices open 9.00am – 5.00pm Monday to Friday excluding bank holidays.

📞 0800 1388 112 – manse helpline

The helpline services are provided by DAS Legal Expenses Insurance Company Limited (DAS).

DAS cannot accept responsibility if the helpline services are unavailable for reasons they cannot control.

To help deal with your query speedily and efficiently, please have your policy number ready when calling.

The helpline provides assistance with the following:

Emergency assistance

In the event of an emergency (which might not be insured) affecting your premises which causes damage or potential danger DAS will contact a suitable contractor or repairer and arrange assistance on your behalf. All costs of assistance provided are your responsibility although if we accept a claim for damage arising from the emergency such charges will be paid by us subject to the policy terms and conditions.

Legal advice

DAS will give you free confidential legal advice over the phone on any general commercial legal problem affecting you under the laws of the member states of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

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.

DAS Legal Expenses Insurance Company Limited, Head and registered office: DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. Website: www.das.co.uk.

Registered in England and Wales Company Number 103274. 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, DAS Law Limited, Head and registered office: North Quay, Temple Back, Bristol, BS1 6FL. Website: www.daslaw.co.uk. Registered in England and Wales Company number 5417859

📞 0800 1388 115 – counselling helpline

DAS will provide all of your employees, including any member of their immediate family who permanently lives with them, a confidential counselling telephone service and where appropriate onward referral to relevant voluntary and/or professional services. All costs of further assistance will be your responsibility.

📞 0800 1388 113 – glass replacement service

The glass replacement service is provided by a third party supplier.

Broken glass in external doors and windows is unsightly and inconvenient. It also presents a security risk.

Your broken glass can be replaced at a time convenient to you. In most instances breakage of glass will be covered under your manse choice policy, please check your schedule for details. Alternatively contact your broker, intermediary or the church department.

If your policy does not provide cover for damage to glass you are able to use this service, but you will be responsible for all costs incurred. If your policy terms require you to pay an excess, or if you are VAT registered, you will be invoiced directly by the supplier for these items. To use an alternative repairer will not affect your right to claim.

Please note

To help maintain and improve standards of service all telephone calls are recorded, except those made to the counselling helpline which is a completely confidential service. Calls are free of charge from UK landlines and mobile phone numbers.

The helpline services are available 24 hours a day 7 days a week during the period of insurance.



Congregational is a trading name of Integra Insurance Solutions Ltd.

All communications regarding complaints are administered by Integra.

Our aim is to provide an excellent service to customers at all times. However, Integra understands that, from time to time, we may not live up to our own high standards and we recognise that occasionally things do go wrong. Whenever this happens, we welcome your feedback to ensure that we provide the kind of service you expect.

Policy complaints:

☎ 01274 700 700

✉ church@congregational.co.uk

Claims complaints:

☎ 01274 700 700

✉ claims@congregational.co.uk

All other complaints:

☎ 01274 700 700

✉ info@congregational.co.uk

Congregational complaints, Integra Insurance Solutions Ltd., Currer House, Currer Street, Bradford BD1 5BA.

All complaints are taken seriously and resolved promptly and fairly. Every complaint is diligently recorded, swiftly dealt with and the outcome noted. Full details of our complaints procedure can be found on our website www.congregational.co.uk or printed copies are available on request.

If, after making a complaint to us, we have either:

- not provided you with a final decision within 40 working days; or
- you are unhappy with our final decision and feel the matter has not been resolved to your satisfaction, you may be able to take your complaint to the Financial Ombudsman Service.

A complaint referred to the ombudsman must normally be made within six months of receipt of a final written response or summary resolution communication being issued.

Financial Ombudsman Service

Customer helpline

Open Monday to Friday - 8.00am to 8.00pm
Saturday - 9.00am to 1.00pm.

☎ 0800 023 4 567

calls to this number are free on mobile phones and landlines.

☎ 0300 123 9 123

calls to this number cost no more than calls to 01 or 02 numbers.

These numbers may not be available from outside the UK please call +44 20 7964 0500 when abroad.

Address

Financial Ombudsman Service, Exchange Tower,
London E14 9SR

Email and website

✉ complaint.info@financial-ombudsman.org.uk
www.financial-ombudsman.org.uk



Inflation protection

We will adjust the sums insured in line with an appropriate price index.

We will not charge you for increases, nor repay you for any decreases, made to the sums insured as a result of 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 the damage to the time of the resulting claim being settled, up to a maximum increase in sums insured of 20% from the date of the damage. However, we will not pay for increased costs which arise due to unnecessary delay on your part.

Law applicable to the policy

Unless we and you have agreed otherwise in writing this policy shall be governed and construed in accordance with English Law unless the premises are located in Scotland in which case Scottish Law shall apply.

More than one premises insured

If more than one premises is insured under this policy the terms, conditions, exclusions and limitations of the policy apply separately to each premises as if each were insured by a separate policy.

No claims discount

If you have had one or more claims free years on this policy, or on a previous policy, you will be eligible for a discount shown on the undernoted scale. The discount will be increased automatically up to the maximum after each consecutive claim free year. If a claim is made under any section the discount reduces by two years (10%) per claim.

The amount (%) of your discount is shown in your schedule.

No claims discount

Claims free years	0	1	2	3	4	5
Discount	0%	5%	10%	15%	20%	25%

Value added tax (VAT)

When calculating your sums insured you should include VAT to the extent that you have to pay it. Individual circumstances dictate whether or not repair work following damage is zero-rated but it is highly likely that most repair work will attract VAT at the standard rate. You should consult your professional advisers or HM Revenue & Customs if you require advice on VAT. Sums insured can be affected considerably by VAT. A possible consequence of calculating them incorrectly could be that claims payments might be reduced because of the operation of average (see section 1 - property damage, clause 4 on page 24).



How we use your information

All data supplied whether personal or non-personal will be processed and handled in accordance with the Data Protection Act 1998. The information supplied by you may be held and passed to other insurers and reinsurers for underwriting and claims purposes.

Secure technology and procedures are used to help protect your information from inappropriate use and these will be revised and updated as new technology becomes available. The underwriters and Integra Insurance Solutions Ltd, as the administrators, may use your information for underwriting purposes, statistical analysis, management information, market research, risk management and testing to ensure the integrity of systems. Your information will only be shared where required or allowed to do so by law.

Policy administration

In order to administer your insurance policy and any claims made against the policy, personal information may be shared with relevant third parties such as loss adjusters, lawyers and other professionals. If your information is transferred, it will be appropriately protected.



The following words or phrases have a specific meaning. The definitions below will apply wherever they appear in bold type throughout **your** policy booklet. The definitions also apply when used in **your schedule** or **endorsement**.

Accidental damage

Unexpected and unintended damage caused by sudden and external means.

Buildings

The buildings at the **premises** built of brick, stone or concrete and roofed with slates, tiles, concrete, metal or slabs composed of incombustible material unless otherwise advised to **us**. Buildings includes its permanent fixtures and fittings, fixed heating and lighting installations, windows, solar panels, wind turbines, satellite television receiving equipment, television or radio aerials, aerial fittings or masts, external fuel storage tanks, boundary walls, fences, gates, paths, lampposts, drives, paved and hard standing areas, patios, terraces, hard sports courts and sunken swimming pools, ornamental ponds, fountains, cesspits and septic tanks, so far as they are regarded as immovable, integral fittings and fixtures of the building, all belonging to **you** or for which **you** have accepted legal responsibility.

Buildings also includes outbuildings irrespective of their construction for which **you** have accepted legal responsibility.

Company/we/our/us

International Insurance Company of Hannover SE UK Branch.

Please refer to page 4 - 'your insurance policy' for further information.

Contents

Household goods and appliances, furniture and furnishings at the **premises** and all belonging to **you** or for which **you** have accepted legal responsibility.

Contents does not include:

- i. motor vehicles, caravans, trailers, watercraft, boats, canoes, sailboards, surfboards, hovercraft, aircraft and their parts and any accessory which is designed for and can only be used with the aforementioned;
- ii. living creatures, livestock and pets;
- iii. trees, bushes or plants of any kind;
- iv. money, credit or debit cards, other negotiable instruments, plans, drawings, documents, securities or certificates of any kind;
- v. property more specifically insured either elsewhere in this policy or on any other policy of insurance.

Correspondence address

The name and address of the official authorised by **you** to act on **your** behalf on matters concerning this policy.

Damage

Loss, destruction or damage.

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.

Endorsement

A variation in the terms of this policy.

Excess

An amount to be deducted from any claim settlement. The amount of any excess is stated in this policy or shown in **your schedule**.

Insured property

The insured property described in **your schedule** together with outbuildings for which **you** have accepted legal responsibility.

Insured/you/your

The body of persons named in your **schedule** as the insured. Where the **schedule** shows the insured solely as the name of a church then **we** shall construe "insured/you/your" as meaning the governing body, including any body of trustees, of the church.

Period of insurance

The period stated in **your schedule** for which **we** agree to provide the insurance described in the policy in return for **your** payment of, or agreement to pay, the premium.

Premises

The premises shown as the risk address in **your schedule**, together with the outbuildings for which **you** have accepted legal responsibility.

Schedule

Details of **you**, the **premises**, **correspondence address**, the **period of insurance**, **sums insured** and **limits of liability**, apply together with details of premiums due from, or to, **you**.

Sum insured/limit of liability/limit of indemnity

The sum insured as shown in **your schedule** together with any adjustment for inflation protection (where applicable) is the maximum **we** will pay for all claims arising out of any one incident. However, if a specific limit applies (as detailed in this policy) **we** shall not pay more than that specific limit.

Territorial limits

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

Unoccupied/unoccupancy

Untenanted, unfurnished and/or without regular daily occupancy for more than 30 days.



Please refer to page 23 for special conditions and check **your schedule** for any additional conditions which may apply to **your** policy.

1. Observance

Our liability shall be conditional on the observance and fulfilment by **you** of the terms, provisions, conditions and **endorsements** of this policy.

2. Fraudulent claims

If **you** or anyone acting on **your** behalf makes a claim under the policy knowing the claim to be false or fraudulent in any way, or, knowingly provides inaccurate or misleading information (verbal or written) in support of the claim, **we**:

- i will not pay the current claim and may recover the cost of any claim payments made in advance of the discovery of the fraudulent act;
- ii may void the policy from the date of the fraudulent act with no refund of premium and reclaim from **you** the amounts of any other claims or partial claims paid since that date.

3. Duty of care

You must take all reasonable steps to:

- i protect and maintain the **insured property**;
- ii prevent **damage** to the **insured property**;
- iii prevent injury to other persons or **damage** to their property;
- iv comply with laws, bye-laws and regulations imposed by any authority;
- v exercise care in the selection of **employees**;
- vi exercise care in the selection of occupants for the **insured property**

4. Other insurances

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

If such other insurance is subject to any condition of average, this policy (if not already subject to any condition of average) shall also be subject to average.

5. Special conditions

We will not pay a claim if **you** fail to comply with any special condition stated in the policy if such failure causes **damage** or increases the likelihood of **damage**.

6. Duty of fair representation

It is **your** responsibility to make a fair representation of the information required by **us** to provide the insurance under this policy.

This duty applies at the start of the insurance contract and continues throughout the **period of insurance**. **You** must tell **us** of any change in circumstances that may increase the risk of **damage**, injury or liability including but not restricted to:

- i closure, vacation (including partial vacation) or demolition of the **premises**;
- ii change in use of the **premises**;
- iii structural alterations or repairs to the **buildings** (other than contractors carrying out minor repairs, alterations and general maintenance on the **premises** providing they do not use scaffolding);
- iv changes in tenancy or occupancy.

In order to ensure that a fair representation has been made **you** may need to make enquiries with other officials of the **insured** and **your** advisers.

Where there is a deliberate or reckless misrepresentation or non-disclosure of relevant information the policy will be treated as void and of no effect from that date and no return of premium will be allowed.

Where such misrepresentation or non-disclosure is not deliberate or reckless but would have affected **our** consideration of the risk, **we** may take the following actions with effect from the date of the misrepresentation or non-disclosure:

- i if **we** would not have provided insurance on any terms, **we** will treat the policy as void and of no effect and **we** will return the amount of any premiums paid from that date;
- ii if **we** would have entered the contract but at an additional premium **we** have the right to reduce any claim payment in proportion to the amount of the underpayment; and/or
- iii if **we** would have entered the contract but applied different terms **we** have the right to amend the terms.

7. Arbitration

Where **we** have accepted a claim under this policy but **we** and **you** cannot agree on the amount to be paid the disagreement shall be referred to an arbitrator jointly appointed by **you** and **us** in accordance with the statutory provisions for the appointment of an arbitrator. Where this occurs an award must be made by the arbitrator before legal proceedings can be commenced against **us**.

8. Cancellation

You may cancel **your** policy within 14 days from the day of purchase or renewal of the contract or the day on which **you** receive **your** policy or renewal documentation, whichever is later. This is known as the cooling off period.

If **you** wish to cancel and the insurance cover has not yet commenced, **you** will be entitled to a full refund of the premium paid. Alternatively, if **you** wish to cancel and the insurance cover has already commenced, **you** will be entitled to a refund of the premium paid, less a proportionate deduction for the time **we** have provided cover.

If the policy is not cancelled within the cooling off period, it will continue in force and **you** will be required to pay the premium.

You may cancel the policy at any time after the cooling off period, in which event a proportion of the premium may be returned to **you**. Any return of premium will depend on whether any incident giving rise to a claim occurs during the **period of insurance** and on how long the policy has been in force.

You may cancel the policy by contacting **your** broker, intermediary or the church department.

If the premium for this policy is payable by instalments it is a condition that each instalment is paid by the due date otherwise **we** have the right to cancel the policy with effect from the date when such instalment falls due.

In circumstances other than non-payment of instalments **we** may cancel the policy or any section of it by sending seven days notice by recorded delivery to **you** at the last known **correspondence address**. **We** shall refund to **you** the unused portion of the premium paid.

You cannot make a claim for an event that occurred after the date the policy was cancelled, but cancelling the policy will not affect **your** right to claim for an event that occurred before the date the policy was cancelled.

9. Law applicable to the policy

Unless **we** and **you** have agreed otherwise in writing this policy shall be governed and construed in accordance with English Law unless the **premises** are located in Scotland in which case Scottish Law shall apply.

10. Rights of third parties

A person who is not a party to this policy has no right under the contract (Rights of Third Parties) Act, 1999 to enforce any terms of this policy but this does not affect any right of remedy of third party which exists or is available apart from that Act.



Please refer to page 23 and **your schedule** for any special conditions or duties applying.

Your duties

It is a condition precedent to liability that on the happening of any event which may give rise to a claim **you** must:

- i tell **us** immediately and give **us** all the assistance **we** may reasonably require;
- ii inform the police within 48 hours if the **damage** is caused by thieves, malicious persons or vandals or by riot, civil commotion, strikes or labour disturbances;
- iii supply to **us** at **your** expense full details of the claim in writing including any supporting evidence and information that **we** require within the following periods:
 - a 7 days for **damage** by riot, civil commotion, strikes, labour disturbances or malicious persons;
 - b 30 days after any other **damage**, injury or accident;
- iv take immediate action so far as is reasonably practical to minimise loss, recover lost property and prevent further **damage**, injury or accident;
- v at **our** request and at **our** expense do or allow to be done everything reasonably required by **us** for the purpose of making recoveries from other parties whether such action is necessary before or after **we** pay **your** claim under the policy.

In addition, with regard to a claim under extension 7 – public liability **you** must:

- vi 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 inquiry in connection with that event.

Our rights

- i **We** have the right to enter any **building** where **damage** has occurred and take and keep any of the **insured property** and to deal with salvage in a reasonable manner.
We have the right to the salvage of any **insured property**. **You** cannot abandon any property to **us**.
- ii **We** are entitled to take the benefit of **your** rights to take legal action against another party and **we** are entitled to take over the defence or settlement of a claim against **you** by another party.
- iii **We** may at any time pay to **you** the **sum insured** or **limit of indemnity** or **limit of liability** (less any amounts already paid) or any lesser amount for which a claim can be settled and thereafter **we** shall be under no further liability in connection with that claim except for costs and expenses incurred prior to the date of such payment.
- iv If **we** elect to repair, reinstate or replace any property **we** shall only do so in a reasonably sufficient manner and **we** shall not spend more than the relevant **sum insured**.
- v **We** will not pay the cost of replacing any undamaged item or part of an item solely because it forms part of a set, suite or one of a number of items of a similar nature, colour or design, when theft or **damage** occurs within a clearly defined area or to a specific part and replacements cannot be matched.
- vi **We** will not pay for the cost of wear and tear, gradual deterioration, damp and rot arising from any cause.



Please refer to section 1 and **your schedule** for any specific exclusions applying.

This policy does not cover:

1. Risks insured elsewhere

Property or liability more specifically insured under another policy.

2. Radioactive contamination

- i Loss or destruction of or **damage** to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss.
- ii Any legal liability of whatsoever nature.
- iii Death or injury directly or indirectly caused or contributed to by or arising from:
 - a ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - b the radioactive, toxic, explosive or any other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

3. War risks

Any consequences of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

4. Sonic bangs

Damage by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

5. Act of terrorism

Definition

Act of terrorism

Act 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.

Act of terrorism exclusion

This policy does not cover any claim arising from loss, **damage**, cost or expense directly or indirectly caused or occasioned by or happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, **act of terrorism** or military or usurped power or confiscation or nationalisation or requisition (or any action taken in controlling, preventing, suppressing or in any way relating to any of the above) except:

- i to the extent that it is necessary to comply with the minimum requirements of the law in the United Kingdom of Great Britain and Northern Ireland including the Channel Islands and the Isle of Man relating to compulsory insurance of liability to employees;
- ii where liability is judged to exist by a court of competent jurisdiction in accordance with the minimum requirements of the Road Traffic Act 1988 or subsequent amendments thereto or successors thereof or alternative applicable legislation in the territory in which the loss occurs.

Property contamination exclusion

This policy does not cover loss or **damage** or cost or expense in respect of the property insured directly or indirectly caused or occasioned by or happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, **act of terrorism** or military or usurped power or confiscation or nationalisation or requisition (or any action taken in controlling, preventing, suppressing or in any way relating to any of the above) as a result of:

- i the release or threat of release of germs, disease or other chemical or biological contagions or contaminants;
- ii the use or threat of use of any nuclear device or radioactive substance.

6. Gradually operating cause

Damage which happens gradually over a period of time.

7. Data recognition

- A
1. Loss, destruction, **damage**, breakdown, loss of income or additional expenditure; or
 2. Legal liability of whatsoever nature other than that for which insurance is required by the provisions of any law relating to compulsory insurance of liability to employees; directly or indirectly caused by or consisting of or contributed to by or arising from the failure of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software, whether **your** property or not.
 - i to correctly recognise any date as its true calendar date;
 - ii to capture, save or retain, and/or to correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date;
 - iii to capture, save, retain or to correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or to correctly process such data on or after any date.

If otherwise covered by **your** policy the exclusion by paragraph A1. will not apply to:

- i theft or attempted theft;
 - ii glass or sanitary fixtures;
 - iii subsequent loss, destruction, **damage**, loss of income, additional expenditure resulting from fire, lightning, explosion, earthquake, subterranean fire or smoke, aircraft and other aerial devices, impact by any road or rail vehicle or animal, storm, flood, escape of water from any tank, apparatus or pipe, freezing of water in any interior fixed water or heating appliance or installation, escape of oil from any fixed oil-fired heating installation, falling trees or branches, breakage or collapse of television and radio receiving aerials or masts, riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances, malicious **damage**.
- B The legal defence of any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.

8. Liability by agreement

Applying to public liability only.

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

9. Pollution or contamination

Applying to public liability only

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.

10. Asbestos

Applying to public liability only

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.

Section 1 Property damage



If during the **period of insurance** the **insured property** described in **your schedule** suffers **damage** caused by any insured event 1 - 16 below **we** will pay in accordance with the terms of this section for the cost of the **damage**, provided that the insured event is shown as operative in **your schedule**.

What is covered

What is not covered

In addition to the events described under the heading "what is not covered" in insured events 1-17 below, the following exclusions i to x below apply to all insured events under this section:

- i the amount of any **excess** shown in **your schedule**;
- ii **damage** arising from or consisting of wet or dry rot, however caused;
- iii **damage** caused by pollution or contamination but this shall not exclude **damage** to the **insured property** caused by:
 - a pollution or contamination which itself results from any insured event;
 - b any insured event which itself results from pollution or contamination;
- iv **damage** to moveable property in the open;
- v **damage** attributable solely to change in the water table level;
- vi any value attaching to an article by reason of its antiquity unless an article is specifically insured in **your schedule**;
- vii **damage** caused as a result of, or arising from, wear and tear;
- viii the cost of replacing any undamaged item or part of any item solely because it forms part of a set, suite or one of a number of items of a similar nature, colour or design.
- ix wilful, deliberate or malicious acts by **you** or anyone occupying the **premises** with **your** permission;
- x faulty workmanship.

Cover includes

What is covered

What is not covered

Insured Event

1. Fire

Fire, lightning, explosion, earthquake, subterranean fire or smoke.

2. Aircraft

Aircraft and other aerial devices or items dropped from them.

3. Impact

Impact by any road or rail vehicle or animal.

4. Storm

- i Smoke **damage** caused by smog, agricultural or industrial work or any gradual cause.

- 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** to fences, gates or moveable property in the open.
- v **Damage** to paths, drives, paved and other hardstanding areas unless the main building is damaged at the same time by the same cause.
- vi **Damage** to satellite television receiving equipment, television or radio aerials, aerial fittings or masts
- vii **Damage** to wind turbines

What is covered

What is not covered

Insured
Event

5. Flood

Flood caused by:

- i the escape of water from the normal confines of any natural or artificial water course (other than water tanks, apparatus or pipes) or lake, reservoir, canal or dam;
- ii inundation from the sea.

6. Escape of water

Escape of water from any tank, apparatus or pipe.

7. Freezing of water

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

8. Escape of oil

Escape of oil from any fixed oil-fired heating installation.

9. Falling trees or branches

10. Breakage of aerials and masts

Breakage or collapse of satellite television receiving equipment, television and radio aerials, wind turbines, aerial fittings and masts.

11. Riot and civil commotion

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

12. Malicious damage

13. Theft or attempted theft

14. Accidental breakage of glass

Accidental breakage of glass or sanitary fixtures and fittings, including the cost of:

- i repairs to framework following breakage of insured glass;
- ii necessary boarding up pending replacement of the insured glass;
- iii in the case of double or triple glazing the additional cost of recreating vacuums or the purchase and installation of new sealed units.

- i **Damage** caused by frost.
- ii **Damage** to fences, gates and moveable **property** in the open.
- iii **Damage** to paths, drives, paved and other hardstanding areas unless the main building is damaged at the same time by the same cause.

- i **Damage** by water discharged or leaking from an installation of automatic sprinklers.
- ii **Damage** in respect of any **premises** which are **unoccupied**

- i **Damage** in respect of any **premises** which are **unoccupied**

- i **Damage** in respect of any **premises** which are **unoccupied**

- i **Damage** as a result of felling, lopping, topping or pollarding being done by **you**, or **your employees**

- i **Damage** to aerials, aerial fittings and masts themselves.

- i **Damage** caused by or happening through confiscation or destruction or requisition by order of the Government or any public authority.

- i **Damage** caused 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** in respect of any **premises** which are **unoccupied**
- iv **Damage** arising from deliberate erasure, loss, distortion or corruption of information on computer systems or other records, programs or software.
- v **Damage** to **contents** in unlocked outbuildings.
- vi **Damage** caused by malicious persons acting on behalf of or in connection with any political organisation.

- i **Damage** in respect of any **premises** which are **unoccupied**.
- ii **Damage** to **contents** in unlocked outbuildings.

- i **Damage** to glass or sanitary fixtures and fittings already damaged at the commencement of the first **period of insurance**.
- ii Breakage in respect of any **premises** which are **unoccupied**.
- iii Breakage of unfixed glass.
- iv Breakage caused by or traceable to alteration, repair or other building works being done by **you**, or **your employees** at the **premises** whereby the risk of breakage is increased.

What is covered

Insured
Event

15. Subsidence

Subsidence or heave of the site on which the **premises** stand or landslip.

16. Accidental damage

Any other **accidental damage**.

This cover only applies if this insured event is shown as operative in **your schedule**.

17. Alternative accommodation

Whilst the **insured property** remains uninhabitable as a result of **damage** insured under this section cover includes:

- i the cost of reasonable alternative accommodation if this is necessary for the occupants and their domestic pets.
- ii up to two years loss of rent and ground rent if **you** continue to be liable to pay it, or which would otherwise have been payable to **you**.

Limit: 20% of **sum insured** on **buildings** for each claim.

What is not covered

- i **Damage** to or resulting from the movement of solid floorslabs unless the foundations beneath the external walls of the **insured property** are damaged at the same time by the same cause.
- ii **Damage:**
 - a. caused by or resulting from coastal or river erosion;
 - b. caused by the bedding down of new **buildings**;
 - c. caused by or resulting from the settlement of newly made up ground;
 - d. resulting from normal settlement, shrinkage or expansion;
 - e. due to demolition, structural alteration or structural repair.
- iii Loss or **damage** to external fuel storage tanks, boundary walls, fences, gates, railings, paths, lampposts, drives, paved and other hardstanding areas, patios, terraces, hard sports courts, sunken swimming pools, ornamental ponds, fountains, cesspits and septic tanks unless the main building is damaged at the same time by the same cause.
- i **Damage** caused by any of the insured events 1-15 or by the causes excluded from those events whether the events are insured or not.
- ii **Damage** caused by wear and tear, depreciation, atmospheric or climatic conditions, pollution, or contamination, rust, dust, rot, fungus, insects, vermin or any gradual cause.
- 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 Breakage of electrical valves, bulbs or tubes unless the equipment in which they are contained is damaged at the same time.
- viii **Damage** to a building or structure caused by its own collapse or cracking.
- ix **Damage** to paths, drives, paved and other hardstanding areas, unless the main building is damaged at the same time by the same cause.
- x **Damage** caused by birds or domestic pets.
- i Costs or rent incurred without **our** prior agreement.

Extensions applying to section 1 – Property damage

What is covered	What is not covered
<p>Extension</p> <p>1. Lost or stolen keys</p> <p>The reasonable cost necessarily incurred in replacing external locks at the insured property following loss of keys.</p> <p>Limit: £1,000 any one claim.</p>	<p>Exclusions i to x described at the beginning of this section or any event described under the heading “what is not covered” in insured events 1-16.</p>
<p>2. Service pipes and cables</p> <p>Accidental damage to the service pipes and cables serving the insured property insofar as you are responsible for the cost of repair.</p>	<ul style="list-style-type: none"> i Any costs incurred in clearing a blockage. ii Any costs incurred for any damage caused to service pipes or cables whilst cleaning or attempting to clear a blockage. iii Any amount exceeding the sum insured on the buildings. iv Damage in respect of any unoccupied premises.
<p>3. Damage by the emergency services</p> <p>Damage to any part of the insured property including its grounds caused by emergency services in circumstances where such damage has not formed part of a claim made under this policy.</p> <p>Limit: £5,000 any one claim.</p>	<ul style="list-style-type: none"> i Damage caused by police raids.
<p>4. Tracing and accessing leaks</p> <p>The cost of locating the source of water or oil escaping from fixed tanks, apparatus or pipes and in making good any resulting damage.</p> <p>Limit: £5,000 any one period of insurance.</p>	
<p>5. Contracting buyer</p> <p>When you have contracted to sell the premises the purchaser will have the benefit of cover under the terms of this section in respect of damage occurring between the period of the exchange of contracts and the completion of the sale of the premises.</p>	<ul style="list-style-type: none"> i Theft or damage insured under any other policy; ii Any amount payable under insured event 17 alternative accommodation. iii Any amount exceeding the sum insured on the buildings.

What is covered

Extension

6. Building works

This extension will only apply where agreed with **us** and shown in **your schedule** as being operative, together with the contractors name, address and period of the contract.

When **your buildings** at the **premises** are undergoing alteration, extension or repair (the works) and the works are being carried out by a contractor (the contractor) under the JCT Intermediate Building Contract (IC 2011) for minor building works, or another form of contract with identical conditions (the contract),

we will insure:

- i **your buildings** and **contents** at the **premises** against **damage** caused by insured events 1, 2, 4, 5, 6, 11 in the joint names of **you** and the contractor;
- ii the works and all unfixed materials and goods intended for, delivered to and placed on or adjacent to the works against **damage** caused by insured events 1 - 14 and 16 in the joint names of **you** and the contractor.

Limit in respect of ii above: as shown in **your schedule**.

If **your buildings** and **contents** are not already insured for any of insured events 1, 2, 4, 5, 6 or 11 then **you** will have to pay an additional premium for the period of the works so that **we** can insure **you** and the contractor in terms of the contract for the works.

In respect of this extension, the terms **you/your** shall exclude the contractor, notwithstanding that the contractor is a joint insured.

In respect of this extension 'what is not covered' relating to insured event 16 iii shall not apply.

What is not covered

- i An **excess** of £250 increased to £500 in respect of claims arising from malicious damage or theft (insured events 12 and 13 on page 18) or such other amount applying to this extension shown in **your schedule**.
- ii **Damage** more specifically insured by any other policy.
- iii Works which **you** have not told **us** about prior to their commencement.
- iv Works being carried out by a contractor whose name and address has not been given to **us**.
- v **Damage** by acts of terrorism as defined in exclusion 5 acts of terrorism (see page 15).
- vi **Damage** due to the total or partial cessation of work but not including **damage** which may occur during any period of suspension of the works which would otherwise be covered by this extension.
- vii The cost of replacing, repairing or rectifying any of the property insured by this extension which is in a defective condition due to a defect in the design, plan, specification, materials or workmanship but this will not apply to resultant **damage** suffered by the remainder of the property insured which is not in a defective condition.
- viii **Damage** to the contractor's plant tools equipment or temporary structures.
- ix Contractual penalties or other consequential loss.
- x **Damage** by any event which **you** are not obliged to insure against under the terms of the contract.

Extensions applying to section 1 - Property damage (continued)

What is covered

Extension

7. 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 or 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** ownership of the **premises**.

In addition to damages **we** will pay in respect of public 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 enquiry;
 - 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.

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**.

Limit: £5,000,000 any one event.

Defective premises act

The indemnity provided under 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 owned by **you** and occupied for residential purposes provided that injury or **damage** occurs within a period of 7 years of the cancellation or expiry of this section.

What is not covered

Liability arising from:

- i the sale or supply of goods;
- ii **damage** to property which belongs to **you** or is in **your** custody or control;
- iii the ownership, possession or use 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.

- 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.

Special conditions applying to section 1 - Property damage

The following special conditions are only applicable where shown as operative in **your schedule**.

It is a condition precedent to liability that:

Special
Condition

1. Security

All protective devices (other than intruder alarms) including locks and bolts fitted to **buildings** at the **premises** be brought into use whenever the **premises** are not attended by **you** or by any person authorised by **you** to be responsible for the security of the **premises**.

2. Intruder alarm

When an intruder alarm system is installed at the **premises**:

- i the intruder alarm system shall be installed in accordance with the specification agreed in writing by **us** and no alteration or variation of the system or any structural alteration to the **buildings** which would affect the system shall be made without **our** written consent;
- ii the intruder alarm system shall be maintained in full and efficient working order at all times and be serviced under a maintenance contract approved by **us** and immediate notice of any apparent defect in the intruder alarm or its signalling shall be given to the maintenance contractor;
- iii the intruder alarm system shall be tested and set whenever the alarmed portion of the **premises** is not attended by **you** or any person authorised by **you** to be responsible for the security of the **premises** provided that any detection devices and their circuits connected for continuous protection shall be fully operative at all times;
- iv all keys including duplicate keys and notes of combination locks, electronic pass codes, letters and numbers relative to the intruder alarm system shall be removed from the **premises** whenever unattended;
- v **you** must tell **us** immediately of any notice from the police or a security organisation that intruder alarm system signals may be or will be disregarded.

3. Unoccupied premises

When the **insured property** is **unoccupied** the following conditions will apply:

- i all water, gas, and electricity are to be turned off at the mains;
- ii any gas or oil supplies to the **insured property** from external or internal tanks must be turned off, as well as the isolation valves on the tanks.
- iii The **insured property** is to be inspected by one of **your** appointed and authorised representatives at least once every seven days to ensure:
 - a that there has been no deterioration in the condition and state of repair of the **buildings**;
 - b that any security existing or installed at the time the **premises** became **unoccupied** remains in place and is maintained in full working order.any such deterioration or any defects in security should be repaired immediately.

Clauses applying to section 1 – Property damage

Clauses numbered 1 – 6 below, if shown in **your schedule** as being operative, may affect the amount **you** need to include in the **sums insured**. **Sums insured** should be calculated to be enough to pay in full for the repair or replacement of the **insured property** on the basis that, it is destroyed completely or permanently lost. **Sums insured** which are not sufficient may result in any claim settlement being reduced in accordance with any condition of average which applies. If a condition of average applies the appropriate clause number is shown in **your schedule** as being operative. Please refer to the paragraph about VAT on page 9 of this policy booklet.

Clause

1. Additional costs

We will pay for costs and expenses reasonably and necessarily incurred in repair or replacement following insured **damage** in:

- i removing debris, demolishing, dismantling, shoring-up or propping;
- ii clearing drains, sewers and gutters which **you** either own or are responsible for;
- iii reasonable architects', surveyors', consulting engineers' and other professional fees;
- iv complying with Local Authority Buildings Regulations or other statutory requirements provided that notice to comply was not given prior to the **damage**.

We will not pay for:

- i a the cost incurred in removing debris from anywhere other than the site of the damaged property and the immediately surrounding and adjacent area;
- b costs arising from pollution or contamination of property not insured by this policy;
- ii fees or any other costs incurred in the preparation of a claim;
- iii the cost of work stipulated in any notice already served upon **you**;

2. Reinstatement as new

Following **damage** to **buildings** or **contents** at **our** option:

- i **buildings**
we will pay for the cost of repairing the **damage** to the **buildings** or if **damage** is beyond repair the cost of replacing the **buildings** or **we** will arrange for the work to be carried out in all cases to a condition equivalent to or substantially the same as but not better or more extensive than the **buildings'** condition when new;
we will not deduct any amount for wear and tear unless:
 - a the **buildings** are in a poor state of repair or decoration;
 - b there is unnecessary delay in carrying out the work;
 - c repair or replacement is not carried out;**we** will not pay for undamaged parts of the **buildings**.
- ii **contents**.
we will replace or **we** will pay the cost of replacement as new except for items that can be economically repaired. When **we** pay the cost of repair, **we** will only pay the cost of repair so far as that may be practicable or the cost of a modern replacement and **we** will not deduct any amount for wear and tear.

3. Maximum claim payment

The most **we** will pay for **damage** to **buildings** or **contents**, subject to average and to any limits shown in the policy, the extensions to this section or in **your schedule**, is the **sum insured** shown in **your schedule** as adjusted for index-linking.

4. Underinsurance condition (pro rata average)

Each of the **sums insured** under this section of the policy is separately subject to average as follows: if the appropriate **sum insured** at the time of the repair of the **damage** or replacement of the **insured property** is less than the cost of replacing the whole of that **insured property** as new then the amount **we** will pay will be reduced in proportion to the amount of the underinsurance.

5. Designation

For the purposes of determining whether any item of property is included either in **buildings** or in **contents** **we** agree to accept the designation under which such property has been entered in **your** books.

6. Electrical

We shall not be liable for **damage** to any part of any electrical plant or apparatus caused by its own short-circuiting, over-running, excessive pressure or self-heating but if fire spreads to and causes **damage** to other **insured property** **we** will pay for such **damage**.

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Congregational

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