



# Property Insurance

## Policy Document

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# A warm welcome to The Catholic National Mutual Limited

Thank You for taking out Your Property Insurance Policy with Us and welcome to The Catholic National Mutual Limited.

The Catholic National Mutual Limited (CNM) is a mutual insurance company registered in 1979 in Guernsey (registration number 8127) licensed and regulated by the Guernsey Financial Services Commission. The general business of the CNM is to conduct insurance and reinsurance business by providing cover to Catholic dioceses, Institutes of Consecrated Life and Societies of Apostolic Life within the Catholic Church and other organisations, located in Scotland, England and Wales.

At CNM We have Your future in mind and look forward to working closely with You.

## Your Property Insurance Policy

This Policy is a contract between the Insured as stated in the Schedule (also referred to as You, Your or Yourselves in this Policy) and CNM (also referred to as the Insurers, We, Us, Our or Ourselves in this Policy).

This Policy, the Schedule and any endorsements attaching to this Policy should be read as if they are one document.

We will insure You under those sections stated in the Schedule as insured during any period of insurance for which We have accepted Your premium provided always that all the terms and conditions of this Policy are complied with. Our liability will in no case exceed the amount of any applicable Limit of Liability stated in this Policy, the Schedule or any endorsements attaching to this Policy.

When You take out, renew and/or if You make any changes to the cover provided by this Policy, You must take reasonable care to ensure that You accurately answer any questions which We ask of You and that any information You give us is accurate. If You are taking out this Policy for purposes which are mainly related to your trade, business or profession, You must also let us know about all facts which You are aware of or ought to be aware of that are material to Our decision to provide You with this insurance or provide Us with sufficient information to enable Us to make further enquiries. Depending upon the nature of any failure by You to meet these obligations this could result in this Policy being treated as though it never came into existence or terminated from the date any changes to the Policy are made. It could also result in a claim or claims not being paid, a reduction in the amount paid on a claim or claims, the Policy being treated as if it was entered into on different terms as may be required by Us or an additional premium being charged.

### Insurance Act 2015

Unless otherwise indicated, no term of this insurance contract is intended to limit or affect the statutory rights or obligations of any of the parties to this contract under, and/or the effect of, Parts 2, 3, 4 or 5 of the Insurance Act 2015 ("the Act").

Any term of this insurance contract which would, but for this clause, put the Insured in a worse position as respects any of the matters provided for in Parts 2, 3 or 4 of the Act than it would be in by virtue of the provisions of those Parts is, to that extent, of no effect, unless the Insurer has complied with the transparency requirements in Section 17 of the Act.

The Insured should ask Insurers or its broker for clarification of any matters which are not clear to it regarding the scope of disclosure required or the provisions of this insurance contract.

### Law applicable to this contract

This contract shall be governed by and interpreted in accordance with English law. If there is any dispute as to which law applies it will be English law.

The parties agree to submit to the exclusive jurisdiction of the English courts, subject to any arbitration provisions in the Policy.

### General

Any reference to the singular will include the plural and vice versa.

Any reference to any statute or statutory instrument will include any amendments thereto or re-enactment thereof. Any heading in this Policy is for ease of reference only and does not affect its interpretation. This is a legal document and should be kept in a safe place.

Please read the Policy, Schedule and any endorsements attaching to this Policy carefully and if they do not meet Your needs please contact Us or Your insurance intermediary immediately.

## How we use information

### Who controls your personal information

This notice tells you how The Catholic National Mutual Limited, as data controller, will deal with your personal information.

You can ask for further information about our use of your personal information or complain about its use in the first instance, by contacting our Data Protection Officer at: The Catholic National Mutual Limited, Level 5 Mill Court, La Charroterie, St Peter Port, Guernsey GY1 1EJ or by emailing the Data Protection Officer at emma@elmcompliance.com.

If you have any concerns regarding our processing of your personal information, or are not satisfied with our handling of any request by you in relation to your rights, you also have the right to make a complaint to the Office of the Data Protection Commissioner in Guernsey. Their address is: Data Protection Office, Guernsey Information Centre, North Esplanade, St. Peter Port, Guernsey GY1 2LQ.

### What personal information we collect about you

We will collect and process the personal information that you give us by phone, e-mail and filling in forms. We also collect personal information from your appointed agent such as your trustee, broker, intermediary or financial adviser in order to provide you with the services you have requested and from other sources, such as credit reference agencies and other insurance companies, for verification purposes. We will also collect information you have volunteered to be in the public domain and other industry-wide sources.

We will only collect personal information that we require to fulfil our contractual or legal requirements unless you consent to provide additional information. The type of personal information we will collect includes; basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where you have requested other individuals be included in the arrangement, personal information about those individuals.

If you give us personal information on other individuals, this will be used to provide you with a quotation and/or contract of insurance and/or provision of financial services. You agree you have their permission to do so. Except where you are managing the contract on another's behalf, please ensure that the individual knows how their personal information will be used by CNM. More information about this can be found in the 'How we use your personal information' section.

### How we use your personal information

We and our selected third parties will only collect and use your personal information (i) where the processing is necessary in connection with providing you with a quotation and/or contract of insurance and/or provision of financial services that you have requested; (ii) to meet our legal or regulatory obligations; or (iii) for our "legitimate interests". It is in our legitimate interests to collect your personal information as it provides us with the information that we need to provide our services to you more effectively including providing you with information about our products and services. We will always ensure that we keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest. Examples of the purposes for which we will collect and use your personal information are:

- a) to provide you with a quotation and/or contract of insurance;
- b) to identify you when you contact us;
- c) to deal with administration and assess claims;
- d) to make and receive payments;
- e) to obtain feedback on the service we provide to you;
- f) for internal operations including troubleshooting, data analysis, testing, research, statistical and survey purposes;
- g) for fraud prevention and detection purposes.

We will contact you to obtain consent prior to processing your personal information for any other purpose, including for the purposes of targeted marketing unless we already have consent to do so.

### Who we share your personal information with

Where necessary, we will share the personal information you gave us for the purposes of providing you with the goods and services you requested with the types of organisations described below:

- a) associated companies including reinsurers, suppliers and service providers;
- b) introducers and professional advisers;
- c) regulatory and legal bodies;
- d) survey and research organisations;
- e) credit reference agencies;
- f) healthcare professionals, social and welfare organisations; and
- g) other insurance companies

Or, in order to meet our legal or regulatory requirements, with the types of organisations described below:

- a) regulatory and legal bodies;



- b) central government or local councils;
- c) law enforcement bodies, including investigators;
- d) credit reference agencies; and
- e) other insurance companies

### How long we keep your personal information for

We will retain and process your personal information for as long as necessary to meet the purposes for which it was originally collected. These periods of time are subject to legal, tax and regulatory requirements or to enable us to manage our business.

### How we transfer your personal information to other countries

Where we transfer your personal information to countries that are inside of the European Union (EU) we will ensure that it is protected and that the transfer is lawful. We will do this by ensuring that the personal information is given adequate safeguards by using 'standard contractual clauses' which have been adopted or approved by the UK and the EU, or other solutions that are in line with the requirements of European data protection laws.

A copy of our security measures for personal information transfers can be obtained from our Data Protection Officer at: The Catholic National Mutual Limited, Level 5 Mill Court, La Charroterie, St Peter Port, Guernsey GY1 1EJ or by emailing the Data Protection Officer at emma@elmcompliance.com.

### Your data protection rights

You have a number of rights under the data protection laws, namely:

- a) to access your data (by way of a subject access request);
- b) to have your data rectified if it is inaccurate or incomplete;
- c) in certain circumstances, to have your data deleted or removed;
- d) in certain circumstances, to restrict the processing of your data;
- e) a right of data portability, namely to obtain and reuse your data for your own purposes across different services;
- f) to object to direct marketing;
- g) not to be subject to automated decision making (including profiling), where it produces a legal effect or a similarly significant effect on you;

- h) to claim compensation for damages caused by a breach of the data protection legislation.
- i) if we are processing your personal information with your consent, you have the right to withdraw your consent at any time.

We will, for the purposes of providing you with a contract of insurance, processing claims, reinsurance and targeted marketing, process your personal information by means of automated decision making and profiling where we have a legitimate interest or you have consented to this.

### What happens if you fail to provide your personal information to us

If you do not provide us with your personal information, we will not be able to provide you with a contract or assess future claims for the service you have requested.

### Fraud prevention and detection

In order to prevent and detect fraud we may at any time:

- a) check your personal data against counter fraud systems
- b) use your information to search against various publicly available and third party resources
- c) use industry fraud tools including undertaking credit searches and to review your claims history
- d) share information about you with other organisations including but not limited to the police, the Insurance Fraud Bureau (IFB), other insurers and other interested parties.

If you provide false or inaccurate information and fraud is identified, the matter will be investigated and appropriate action taken. This may result in your case being referred to the Insurance Fraud Enforcement Department (IFED) or other police forces and fraud prevention agencies. You may face fines or criminal prosecution. In addition, CNM may register your name on the Insurance Fraud Register, an industry-wide fraud database.

### Claims history

We may pass information relating to claims or potential claims to any relevant database.

We and other insurers may search these databases when you apply for insurance, when claims or potential claims are notified to us or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the Policy or claim.

This helps to check information provided and prevent fraudulent claims.

## Contact Details

### Making a Claim

#### During Working Hours

During normal working hours between the hours of 9.00am to 5.00pm Monday to Friday You can either call Us on [01481 732789](tel:01481732789) or email Us at [claims@cnm.gg](mailto:claims@cnm.gg)

We will advise You if We need to appoint a loss adjuster to help Us investigate Your loss or otherwise will forward You a claim form for You to complete and return to Us together with any relevant documents in support of Your claim.

#### Outside of Working Hours

For emergency assistance only outside of the normal working hours set out above please call Sedgwick on [0345 604 8580](tel:03456048580).

### Other Enquiries

For any other property insurance enquiries You can either call Us on [01481 732789](tel:01481732789) or email Us at [claims@cnm.gg](mailto:claims@cnm.gg) during the normal working hours set out above.

## General Definitions

Certain words in this Policy have special meanings. These words and their meanings are detailed below and the definition applies wherever the words begin with a capital letter throughout this Policy.

### Additional Increase in Cost of Working

Has the meaning given in Section B Item 3.

### Assured

As described in clause G26 (b) of the clauses applicable to sections A and B of this Policy.

### Bodily Injury

An identifiable physical accidental injury (including illness solely and directly resulting from the injury) not including sickness, disease or any naturally occurring condition or degenerative process or the result of any gradually operating cause.

### Buildings

The buildings of the Premises stated in the Schedule the details of which the Insured has declared to the Insurers including:

- a) landlords' fixtures and fittings
- b) glass for which the landlord is responsible
- c) outbuildings, extensions, annexes, gangways, canopies, tunnels, fixed signs, temporary buildings, conveniences, lamp posts and street furniture
- d) walls, gates and fences
- f) drains, sewers, piping, ducting, cables, wires, aerials, satellite dishes and associated control gear and accessories on the Premises and extending to the public mains but only to the extent of the Insured's responsibility
- g) yards, car parks, roads, bridges, pavements, walkways, forecourts and similar surfaces all constructed of solid materials
- h) tenants' improvements for which the Insured is responsible and property comprising fixtures and fittings (but excluding movable contents) formerly the property of tenants but relinquished to the Insured at the time of the surrender of the lease
- i) Landlords' Contents not otherwise insured.

### Business

The activities of the Insured stated in the Schedule and including:

- a) maintenance of property and premises owned or occupied by the Insured

- b) the provision and management of canteen, social, sports and welfare organisations for the benefit of Employees
- c) first aid, fire and ambulance services
- d) private work carried out by an Employee for any director or senior executive of the Insured
- e) participation in exhibitions  
within the Territorial Limits.

### Business Hours

Any time when the Insured or the Insured's directors or Employees with responsibility for Money are in the Insured's Premises for the purpose of the Business.

### Business Interruption

Loss resulting from interruption of or interference with the business carried on by You at the Premises in consequence of Damage to property used by You at the Premises for the purpose of the Business.

### Church Official

The parish Clergy or any member of the parish finance committee or any other Volunteers or any Employee approved by the parish priest to handle Money.

### Clergy

For the purposes of this Policy and not with the intention to reflect Canon law, a bishop, priest, permanent deacon in active ministry, seminarian, novice, postulant or any other member of an institute of consecrated life or society of apostolic life.

### Commencement of Cover

The date on which any individual Premises was first insured under this Policy.

### Commercial Buildings

Buildings let or intended for commercial occupation or use including mixed use premises where parts are intended for or are in use as residential occupation.

### Computers

Computer hardware and its peripheral devices used for electronic processing, communication and storage of data.

### Consequential Loss

Loss resulting from interruption of or interference with the Business carried on by the Insured at the Premises in consequence of loss or destruction of or damage to property used by the Insured at the Premises for the purpose of the Business.

### Contents

Includes all loose furniture and equipment, church plate and other valuables, Money and effects belonging to or the responsibility of the Insured together with clothing and general possessions belonging to Clergy and Employees of the Insured where their values form part of the contents sum insured that the Insured has declared to the Insurers and whilst on the Premises only except where expressly stated elsewhere within the Policy provided always that such Contents are accepted by Us in writing as being covered under this Policy.

### Damage

Direct physical loss or destruction of or damage to the Property Insured.

### Data Processing System

Any computer or data processing equipment or media or microchip or integrated circuit or any similar device or any computer software or computer firmware.

### Denial of Service Attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems including but not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

### Employee

Any natural person who is:

- a) under a contract of service or apprenticeship with the Insured
- b) engaged under any work experience or similar scheme
- c) supplied to or hired or borrowed by the Insured from another employer

and working for the Insured in connection with the Business while under the Insured's direct control or supervision.

### Enforcement Action

Successful enforcement action by the relevant local planning or building control authority pursuant to a Notice.

### Estimated Gross Revenue

The amount declared by the Insured to the Insurer as representing not less than the Gross Revenue which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the Period of Insurance (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds 12 months).

### Estimated Insured Gross Profit

The amount declared by the Insured to the Insurer as representing not less than the Insured Gross Profit which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the Period of Insurance (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds 12 months).

### Estimated Rent Receivable

The amount declared by the Insured to the Insurers as representing not less than the Rent Receivable which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the Period of Insurance or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds 12 months.

### Established Use

The continued use of any Premises for any use (including any building or structure constructed or converted on it for at least the 12 months immediately before the Commencement of Cover) for which such Premises have been continuously used for at least 12 months immediately before the Commencement of Cover and have been so used continuously thereafter.

### Excess

The amount stated in this Policy, the Schedule or any endorsement to this Policy for which the Insured is responsible and which will be deducted from any payment under this Policy as ascertained after the application of all other terms and conditions of this Policy.

### Gross Revenue

The money paid or payable to or earned by the Insured for goods sold, leased and delivered or services rendered in the course of the Business at the Premises.

### Ground Heave

The upward movement of the ground beneath the Buildings as a result of the soil expanding.

### Hacking

Unauthorised access to any Computers or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data whether the property of the Insured or not.

### Incident

Damage to property used by the Insured at the Premises for the purpose of the Business.

### Increased Cost of Working

Has the meaning given in Section B Item 2 or Item 3 as appropriate.

### Indemnity Period

The period beginning with the occurrence of the Incident and ending when the results of the Business are no longer affected by the Incident or on expiry of the Maximum Indemnity Period whichever occurs first.

### Insured

Insured shall mean the company, trust or unincorporated association specified in the Schedule as the Insured including any subsidiary company specifically agreed in writing with Insurers at the inception of this insurance or as subsequently advised in writing to Insurers and accepted in writing by Insurers.

Subsidiary company means an organisation in respect of which the Insured:

- a) controls the composition of the board of directors or trustees, committee membership or governing body, or
- b) controls more than half of the voting power, or
- c) holds more than half of the issued share capital.

### Insured Gross Profit

The amount by which

- a. the sum of the amount of the Turnover and the amounts of the closing Stock shall exceed
- b. the sum of the amount of the opening Stock

Note: The amounts of the opening Stock and closing Stocks will be calculated in accordance with the Insured's normal accountancy methods.

### Knowledge

The Insured's actual knowledge and not constructive knowledge or notice which may be imparted by matters appearing in Public Records.

### Landlords' Contents

Furniture, furnishings, potted plants, potted trees and shrubs, gardening equipment, video, audio, building management systems and security equipment and other similar property of the Insured or for which the Insured is responsible all while contained in or on the Buildings insured under this Policy, together with the contents of fuel tanks, statues and garden furniture at the Premises.

### Landslip

The sudden movement of soil on a slope or the gradual creep of a slope over time.

### Limit of Liability

As set out in the Schedule in respect of sections A and B of the Policy and as otherwise set out in the Policy, the Schedule and any endorsements to the Policy.

### Location

All Buildings, Contents and other items separately declared to Insurers under a single property reference as contained on the property list attached to the Schedule

### Loss of Eye

Permanent and total loss of sight:

- a) in both eyes if the Assured's name is entered on the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist
- b) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale. This means that the Assured would see at 3 feet what should be seen at 60 feet.

### Loss of Limb

Total loss by physical separation at or above the wrist or ankle or permanent total loss of use of an entire hand, arm, foot or leg.

### Maximum Indemnity Period

The time period as stated in the Schedule in respect of section B of the Policy or as set out in this Policy whichever is the lesser. This is a consecutive time period and commences from the date of the Incident.

### Money

Cash, bank and currency notes, coins, postal and money orders, cheques, banker's drafts and securities for money, bills of exchange, unused units in postage stamp franking machines, unused postage stamps, savings stamps and certificates, revenue stamps, National Savings certificates, National Insurance stamps, stamped or franked National Insurance cards, Holiday-with-Pay stamps, prize and Premium Savings Bonds, luncheon vouchers, trading stamps, giro payments orders, value added tax vouchers, Phonecards (excluding Phonecards held in stock for resale), credit card sales vouchers, consumer redemption vouchers and gift tokens and trading stamps accepted by the Insured and VAT purchase invoices, all pertaining to the Business and belonging to or the responsibility of the Insured.

### Notice

An enforcement, planning contravention, breach of condition notice or injunction issued after the Commencement of Cover in respect of the Works for breaches of either planning or building control regulations at the Premises.

### Nuclear Installation

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

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

### Nuclear Reactor

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

### Occurrence

Any one loss or series of losses arising out of and directly resulting from one source or original cause.

### Outstanding Debit Balances

The total amount due to the Insured at the date of the Damage less bad debts.

### Period of Insurance

As set out in the Schedule.

### Personal Injury

Bodily Injury, illness or disease (including death).

### Phishing

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

### Premises

The premises advised to Us by You in writing prior to inception of the Policy and during the Period of Insurance provided always that such premises are accepted by Us in writing as being covered under this Policy.

### Property Insured

The property insured stated in the Schedule and as advised by the Insured to Insurers provided always that such Property Insured is accepted by Us in writing as being covered under this Policy.

### Public Records

Records established by the Crown or any local authority as at the Commencement of Cover pursuant to the Land

Registration Act 1925, the Land Charges Act 1972 and the Local Land Charges Act 1975 all as amended as at the Commencement of Cover.

### Rate of Insured Gross Profit

The rate of Insured Gross Profit earned on the Turnover during the financial year immediately before the date of the Incident to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business, either before or after the Incident or which would have affected the Business had the Incident not occurred so that the figures thus adjusted shall represent as nearly as may be practicable the results which but for the Incident would have been obtained during the relative period after the Incident. However if an Incident occurs which itself is part of an event affecting a widespread area, the loss payable hereunder shall not reduce below that which would have been payable had the Incident occurred at the Premises only.

### Reinstatement

- a) The replacement or rebuilding of property suffering Damage which provided that the Insurers' liability is not increased may be carried out:
  - i) in any manner suitable to the Insured's requirements
  - ii) upon another site
- b) the repair or restoration of property suffering Damage

in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

### Rent Receivable

The amount of the rent, turnover rent, service charges, insurance premiums and any other income or revenue received or receivable from the letting of the Premises and services rendered thereat.

### Resident

An individual provided with accommodation by the Insured for the purposes of carrying out their role in the Insured's Business

### Schedule

The Schedule issued by Us relating to this Policy.

### Seasonal Events

- a) Any special event or function arranged by any Insured; or
- b) collections during Easter and Christmas periods.

## Standard Gross Revenue

The Gross Revenue during that period in the twelve (12) months immediately before the date of the Incident which corresponds with the Indemnity Period to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business, either before or after the Incident or which would have affected the Business had the Incident not occurred so that the figures thus adjusted shall represent as nearly as may be practicable the results which but for the Incident would have been obtained during the relative period after the Incident. However if an Incident occurs which itself is part of an event affecting a widespread area, the loss payable hereunder shall not reduce below that which would have been payable had the Incident occurred at the Premises only.

## Standard Rent Receivable

The Rent Receivable during that period in the 12 months immediately before the date of the Incident which corresponds with the Indemnity Period. Adjustments will be made as may be necessary to provide for:

- a) the trend of the Business; and
- b) variations in or other circumstances affecting the Business either before or after the Incident or which would have affected the Business had the Incident not occurred so that the figures thus adjusted will represent as nearly as may be reasonably practicable the results which but for the Incident would have been obtained during the relative period after the Incident.

## Standard Turnover

The Turnover during that period in the twelve (12) months immediately before the date of the Incident which corresponds with the Indemnity Period to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business, either before or after the Incident or which would have affected the Business had the Incident not occurred so that the figures thus adjusted shall represent as nearly as may be practicable the results which but for the Incident would have been obtained during the relative period after the Incident. However if an Incident occurs which itself is part of an event affecting a widespread area, the loss payable hereunder shall not reduce below that which would have been payable had the Incident occurred at the Premises only.

## Stipulations

As described in condition 1(a) of the supplementary conditions applicable to section A of the Policy.

## Stock

Stock, work in progress, finished work and materials in trade.

## Subsidence

The downward movement of the bearing soil on which the Building rests.

## Territorial Limits

Anywhere within the limits of Great Britain, the Isle of Man or the Channel Islands other than in relation to section b) of Clause G26 which is anywhere in the world.

## Toll Fraud

The unauthorised use of the Insured's telephone lines, equipment or services to make long distance calls and/or call premium rate telephone numbers that are charged to the Insured.

## Transaction

Any mortgage or conveyance transfer or lease for value of the Premises or any part thereof after the Commencement of Cover and during the Period of Insurance.

## Turnover

The money paid or payable to or earned by the Insured for goods sold, leased and delivered or services rendered in the course of the Business at the Premises.

## Unoccupied Buildings

Any building which has not been occupied at least on a regular weekly basis by the Insured and/or their tenants for business or residential purposes for more than 90 days. For the purposes of this definition a building will not be deemed to be occupied where visits to the premises are solely in relation to checking the building.

Unoccupied Buildings will not be deemed to include:

- a) A presbytery which is temporarily unoccupied following the departure of a priest awaiting the appointment of a new priest, subject to the building being visited at least once a week by a parish or diocesan representative;
- b) Schools or other Premises closed during usual holiday periods or usual seasonal closures;
- c) Buildings undergoing works as part of a JCT contract or similar until practical completion;
- d) Buildings that are adjoining another building owned and occupied by the Insured;
- e) Buildings occupied by a resident caretaker or building guardian.

## Usual Occupation

The occupation that is usual for the Assured or for which the Assured is fit by reason of education, experience or training.

### Valuable Items

Antiques and paintings, solid gold, silver or other precious metal and/or precious stones whether an individual object or incorporated within an object fixed or unfixd to the Building. Precious metals inlaid or woven into fabric will not be construed as Valuable Items.

### Valuable Papers

Papers that are of intrinsic or historical value to the Insured including:

- a) Religious artifacts and records
- b) Birth, baptism, marriage and death certificates
- c) Burial records
- d) Covenants or gift aid records
- e) Adoption records.

### Virus or Similar Mechanism

Program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations whether involving self-replication or not including but not limited to Trojan horses, worms and logic bombs.

### Volunteer

Any person authorized by the Insured as volunteering or having been co-opted to assist the Insured in the Business.

### We, Us, Our or Ourselves

The Catholic National Mutual Limited (CNM).

### Works

- a) Any alterations (other than conversions), additions or extensions carried out and completed at least 12 months before the Commencement of Cover to the Buildings on any Premises
- b) the construction or conversion of any Building on any Premises completed at least 4 years before the Commencement of Cover.

### You, Your or Yourselves

The Insured as stated in the Policy Schedule and as advised to Insurers by the Insured as defined in this Policy.



## Section A – Material Damage

### Indemnity

In the event of the Property Insured being lost, stolen or accidentally or maliciously destroyed or damaged by any of the Covers insured hereby during the Period of Insurance the Insurers will pay to the Insured the value of the Property Insured at the time of the loss, theft, destruction or the amount of the Damage or at the Insurers' option reinstate or replace such Property Insured or any part of it.

Provided always that the liability of the Insurers under this Section will not exceed the Limit of Liability stated in the Schedule at the time of the loss, theft, destruction or Damage.

### Supplementary Conditions Applicable to Section A

The following Supplementary Conditions change the basis of cover from that described above.

#### 1 Public Authorities including Undamaged Property

Subject to the following special conditions the insurance in respect of Buildings, Landlords' Contents and Contents extends to include such additional cost of Reinstatement as may be incurred solely by reason of the necessity to comply with the stipulations of:

- a) building or other regulations under or framed in pursuance of any Act of Parliament or bye-law of any public authority (hereinafter referred to as 'the Stipulations') in respect of:
  - i) the lost, stolen, destroyed or damaged Property Insured
  - ii) undamaged portions thereof
  - iii) any water supply equipment at the Premises supplying the sprinkler installation in undamaged portions of the Premises

but excluding:

- 1) the cost incurred in complying with the Stipulations:
  - a) in respect of Damage occurring prior to the inception of this supplementary condition
  - b) in respect of Damage not insured by this Policy
  - c) under which notice has been served upon the Insured prior to the happening of the Damage
  - d) for which there is an existing requirement which has to be implemented within a given period

- e) in respect of property entirely undamaged by any Cover hereby insured against
- 2) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the Property Insured or by the owner thereof by reason of compliance with the Stipulations.

#### Special Conditions

- A) The work of Reinstatement must be commenced and carried out without unreasonable delay and in any case must be commenced within 12 months after the Damage or within such further time as the Insurers may allow during the said 12 months and may be carried out upon another site if the Stipulations so necessitate subject to the liability of the Insurers under this Supplementary Condition not being thereby increased.
- B) If the liability of the Insurers under any section of this Policy apart from this supplementary condition is reduced by the application of any of the terms and conditions of this Policy then the liability of the Insurers under this supplementary condition will be reduced in like proportion.
- C) The total amount recoverable under any section of this Policy in respect of this supplementary condition will not exceed:
  - a) in respect of the lost, stolen, destroyed or damaged Property Insured its Limit of Liability
  - b) in respect of undamaged portions of Property Insured other than foundations 20% of the total amount for which the Insurers would have been liable had the Property Insured by the item at the Premises where the Damage has occurred been wholly destroyed.
- D) The total amount recoverable under any section of this Policy will not exceed the Limit of Liability stated in the Schedule.
- E) All the terms and conditions of this Policy except in so far as they are varied hereby will apply as if they had been incorporated herein.

#### 2 Reinstatement

Subject to the following special conditions the basis upon which the amount payable in respect of Buildings, Landlords' Contents and Contents is to be calculated will be Reinstatement.

#### Special Conditions

- 1) The liability of the Insurers for the repair or restoration of Property Insured damaged in part only will not exceed the amount which would have been payable had such Property Insured been wholly destroyed.

- 2) No payment beyond the amount which would have been payable in the absence of this supplementary condition will be made:
  - a) unless Reinstatement commences and proceeds without unreasonable delay
  - b) until the cost of Reinstatement has actually been incurred
  - c) if the Property Insured at the time of its loss, theft, destruction or Damage is insured by any other insurance effected by or on behalf of the Insured which is not upon the same basis of Reinstatement.
- 3) All the terms and conditions of this Policy will apply:
  - a) in respect of any claim payable under the provisions of this supplementary condition except in so far as they are varied hereby
  - b) where claims are payable as if this supplementary condition had not been incorporated.

## Section B – Business Interruption

In the event of any Building (including for the purposes of Section B only buildings insured by a third party but which must be demonstrated in the event of a loss) or other Property Insured used by the Insured at the Premises for the purpose of the Business being lost, stolen, accidentally or maliciously destroyed or damaged by any of the Covers insured hereby during the Period of Insurance and in consequence the Business carried on by the Insured at the Premises be interrupted or interfered with then the Insurers will pay to the Insured in respect of each item in the Schedule the amount of loss resulting from such interruption or interference.

Provided always that:

- a) at the time of the happening of the loss, theft, destruction or Damage there is in force an insurance covering the interest of the Insured in the Property Insured against such loss, theft, destruction or Damage and that:
  - i) payment has been made or liability admitted therefor
  - ii) payment would have been made or liability admitted therefor but for the operation of a proviso in such insurance excluding liability for losses below a specified amount
- b) the liability of the Insurers under this section will not exceed:
  - i) the Limit of Liability relevant to each item stated in the Schedule at the time of the loss, theft, destruction or Damage.

### Notes

- a) To the extent that the Insured is accountable to the tax authorities for value added tax all terms in this section will be exclusive of such tax.
- b) For the purpose of these definitions any adjustment implemented in current cost accounting will be disregarded.

### Item 1 Rent Receivable

Estimated Rent Receivable as advised by the Insured to Insurers

The insurance under this Item is limited to a) loss of Rent Receivable as set out below and b) additional expenditure as set out below and the amount payable as indemnity thereunder will be:

- a) in respect of loss of Rent Receivable: the amount by which the rent receivable during the Indemnity Period falls short of the Standard Rent Receivable in consequence of the Incident
- b) in respect of additional expenditure: the reasonable additional expenditure necessarily incurred for the sole purpose of avoiding or diminishing the loss of Rent Receivable, but not exceeding the loss of rent receivable saved, which but for that expenditure would have taken place during the Indemnity Period in consequence of the Incident
- c) less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the Business payable out of the Rent Receivable as may cease or be reduced in consequence of the Incident.

### Item 2 Insured Gross Profit (Declaration linked basis)

The insurance under Item 2 is limited to loss of Insured Gross Profit due to

- a. reduction in Turnover and
- b. Increase in Cost of Working

and the amount payable as indemnity hereunder shall be:

- i. in respect of reduction in Turnover the sum produced by applying the Rate of Insured Gross Profit to the amount by which the Turnover during the Indemnity Period shall in consequence of an Incident fall short of the Standard Turnover
- ii. in respect of Increase in Cost of Working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the Incident, but not exceeding the sum produced by applying the Rate of Insured Gross Profit to the amount of reduction thereby avoided.

less

- a. any sum saved in respect of the charges and expenses of the Business payable out of Insured Gross Profit that cease or are reduced in consequence of the Incident
- b. costs to the extent that they are recoverable under Section A of this Policy.

N.B. Depreciation will not be included in any such adjustment for savings.

### Item 3 Gross Revenue (Declaration linked basis)

The insurance under Item 3 is limited to

- a. loss of Gross Revenue and

b. Increase in Cost of Working

and the amount payable as indemnity hereunder shall be

i. in respect of loss of Gross Revenue, the amount by which the Gross Revenue during the Indemnity Period shall fall short of the Standard Gross Revenue in consequence of the Incident.

ii. in respect of Increase in Cost of Working, the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of Gross Revenue which but for that expenditure would have taken place during the Indemnity Period in consequence of the Incident, but not exceeding the amount of reduction thereby avoided.

less

a. any sum saved in respect of the charges and expenses of the Business payable out of Gross Revenue that cease or are reduced in consequence of the Incident

b. costs to the extent that they are recoverable under Section A of this Policy

N.B. Depreciation will not be included in any such adjustment for savings.

## Item 4 Additional Increase in Cost of Working

The insurance under Item 4 is limited to the amount of the additional expenditure (in excess of the amount payable under Items 1-3), necessarily and reasonably incurred by the Insured during the Indemnity Period in consequence of the Incident for the purpose of avoiding or diminishing a reduction in Turnover or Gross Revenue and/or resuming or maintaining normal Business.

## Memorandum

### Professional Accountants Charges

Any particulars or details in the Insured's books of account or other business books or documents which may be required by the Insurer for the purpose of investigating or verifying any claim under this Section may be produced by professional accountants if at the time they are acting regularly as such for the Insured and in such a case their report shall be prima facie evidence of the particulars and details to which such report relates.

The Insurer will pay to the Insured the reasonable charges payable by the Insured to their professional accountants for producing such particulars or details or any other proofs, information or evidence as may be required by the Insurer under the terms or conditions of this Policy and reporting that such particulars or details are in accordance with the Insured's books or accounts or other business books or documents provided that the

sum of the amount payable under this Memorandum and the amount otherwise payable under this Section shall in no case exceed the Limit of Liability insured by this Section.

## Extensions Applicable to Section B

Any loss as insured under this section resulting from interruption of or interference with the Business at the Premises in consequence of the contingencies described in the following extensions 1-6 will be deemed to be an Incident provided always that after the application of all other terms and conditions of this section the Insurers' liability under each extension will not exceed its stated limit under this section whichever is the lesser.

### 1 Legionellosis

Any outbreak of Legionellosis at the Premises causing restrictions on the use thereof on the order or advice of the competent local authority.

Provided always that:

- a) for the purpose of this extension 'Premises' will mean only those Premises which are stated in the Schedule to be insured and which are directly affected by the Incident
- b) for the purpose of this extension 'Indemnity Period' will mean the period during which the results of the Business are affected in consequence of the occurrence or discovery beginning with the date from which the restrictions on the Premises are applied and ending not later than the Maximum Indemnity Period thereafter
- c) the Insurers will not be liable for any costs incurred in cleaning, repair, replacement or checking of Property Insured other than costs and expenses not exceeding the amount stated in the Schedule in any one Period of Insurance necessarily incurred with the Insurers' written consent in cleaning and decontamination of the air-conditioning or water supply equipment at the Premises the use of which has been restricted on the order or advice of the competent local authority
- d) the Insurers will have no liability under this extension if the Insured is at the time of the outbreak in breach of their statutory obligations in respect of the control of Legionellosis
- e) the Insurers' liability will not exceed the amount stated in the Schedule any one Occurrence and in all in any one Period of Insurance
- f) Maximum Indemnity Period will mean 3 months.

## 2 Managing Agents

Accidental loss or destruction of or Damage to property at the premises of any managing agents employed or engaged to collect Rent Receivable caused by any Cover insured hereby as a direct consequence of which such Rent Receivable cannot be collected.

Provided always that:

- a) such Rent Receivable is not paid to the Insured as a direct result of the Incident
- b) the Rent Receivable is not outstanding for 120 days in excess of its due date
- c) all reasonable steps to recover the Rent Receivable are taken
- d) such Rent Receivable is not recoverable under any other Policy or from any other party
- e) the Insurers' liability will not exceed the amount stated in the Schedule.

## 3 Restrictions on Use of Premises

- a) any Occurrence of food or drink poisoning arising out of food or drink supplied from the Premises
- b) the discovery of vermin or pests at the Premises
- c) any accident causing defects in the drains or other sanitary arrangements at the Premises
- d) any occurrence of murder, suicide or rape at the Premises.

which causes restrictions on the use of the Premises on the order or advice of the competent authority

Provided always that:

- 1) for the purpose of this extension 'Premises' will mean only those Premises which are stated in the Schedule and the Insured has declared to Insurers to be insured and which are directly affected by the Incident
- 2) for the purpose of this extension 'Indemnity Period' will mean the period during which the results of the Business are affected in consequence of the Occurrence, discovery or accident beginning with the date from which the restrictions on the Premises are applied or in the case of d) above with the date of the Occurrence and ending not later than the Maximum Indemnity period thereafter
- 3) the Insurers will not be liable under this extension for any costs incurred in the cleaning, repair, replacement, recall or checking of Property Insured
- 4) the Insurers will only be liable for the loss arising at those Premises which are directly affected by the Occurrence, discovery or accident.

- 5) the Insurers' liability will not exceed the amount stated in the Schedule any one Occurrence and in all in any one Period of Insurance
- 6) the Maximum Indemnity Period will mean 3 months.

## 4 Unlawful Occupation

Access to or use of the Premises being hindered or prevented due to the Premises or property in the vicinity of the Premises or any rights of way being:

- a) occupied by terrorists or persons thought to be terrorists
- b) unlawfully occupied by third parties except in the course of a dispute between any employer and employee or group of workers
- c) thought to contain or actually containing a harmful device provided always that the Police are immediately informed.

Provided always that:

- i) the Insurers will not be liable for any:
  - 1) loss arising from any cause within the control of the Insured
  - 2) loss arising from physical loss or theft or destruction of or Damage to Property Insured
  - 3) loss which is the direct result of repairs or maintenance being carried out to Property Insured as a result of inherent defect or wear and tear
  - 4) occurrence involving prevention or hindrance of access to or use of the Premises of less than 12 consecutive hours duration
- ii) the Insurers' liability will not exceed the amount stated in the Schedule.

## 5 Prevention of Access

Accidental loss or destruction of or Damage to property within a one mile radius of the Premises by any Cover insured under this section which directly prevents or hinders the use of the Premises or access thereto whether the Premises or property of the Insured therein are damaged or not but excluding loss or destruction of or Damage to property of any supply undertaking from which the Insured obtains electricity, gas, water or telecommunications services which prevents or hinders the supply of such services to the Premises.

The Insurers' liability will not exceed the amount stated in the Schedule.

## 6 Public Utilities

Accidental loss or destruction of or Damage to property at any:

- a) generating station or sub-station of the public electricity supply undertaking
- b) land based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith
- c) water works or pumping station of the public water supply undertaking
- d) land based premises of the public telecommunications undertaking

from which the Insured obtains electricity, gas, water or telecommunications services all in Great Britain, the Isle of Man or the Channel Islands caused by any Cover insured under this section.

The Insurers' liability will not exceed the amount stated in the Schedule.

## Covers applicable to Sections A and B

The following Covers are only applicable to Sections A and B.

### Covers

#### 1 Fire

- a) Fire but excluding Damage or Consequential Loss caused by:
  - i) explosion resulting from fire
  - ii) earthquake or subterranean fire.
- b) Lightning
- c) Explosion
  - i) of boilers
  - ii) of gas used for domestic purposes only; and
  - iii) in respect of Section B of any other boilers or economisers on the Premisesbut excluding Damage or Consequential Loss caused by earthquake or subterranean fire.

#### 2 Theft

Theft or attempted theft or robbery or attempted robbery committed on the Premises except where cover is extended to apply to Property Insured held away from the Premises elsewhere within the Policy including any directly resulting:

- a) Damage to the Buildings falling to be borne by the Insured.
- b) Damage to glass which:
  - i) is accompanied by and directly forms part of other Damage to which this Cover applies
  - ii) is accepted by a police authority as prima facie evidence of attempted theft within the meaning of this Cover

but only if and so far as the glass is not more specifically Insured

but excluding:

- a) in respect of section A in respect of each and every loss the greater of the amounts stated in the Schedule to be the Excess.

#### 3 Explosion

Explosion

#### 4 Aircraft

Aircraft or other aerial devices or articles dropped therefrom.

#### 5 Riot and Malicious Persons

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

- a) Damage or Consequential Loss:
  - i) arising from confiscation, requisition or destruction by order of the government or any public authority
  - ii) arising from cessation of work
- b) as regards Damage other than by fire or explosion directly caused by malicious persons not acting on behalf of or in connection with any political organisation:
  - i) Damage by theft or attempted theft
- c) in respect of Section A in respect of each and every loss the greater of the amounts stated in the Schedule to be the Excess
- d) in respect of Section B Consequential Loss or Damage arising from deliberate erasure, loss, distortion or corruption of information on Computer systems or other records programs or software.

#### 6 Earthquake

Earthquake

#### 7 Subterranean Fire

Subterranean fire

#### 8 Storm and Flood

Storm and flood excluding:

- a) Damage or Consequential Loss attributable solely to change in the water table level
- b) Damage or Consequential Loss caused by frost, Subsidence, Ground Heave or Landslip
- c) in respect of Section A in respect of each and every loss the greater of the amounts stated in the Schedule to be the Excess.

#### 9 Escape of Water or Fuel Oil

Escape of water or fuel oil from any tank apparatus or pipe excluding:

- a) Damage or Consequential Loss caused by water discharged or leaking from any automatic sprinkler Installation
- b) in respect of Section A in respect of each and every loss the greater of the amounts stated in the Schedule to be the Excess.

## 10 Sprinkler Leakage

Accidental escape of water from any automatic sprinkler installation in the Premises excluding:

- a) Damage or Consequential Loss caused by explosion, earthquake, subterranean fire or heat caused by fire
- b) in respect of Section A in respect of each and every loss the greater of the amounts stated in the Schedule to be the Excess.

## 11 Impact (Third Party Only)

Impact by any mechanically propelled vehicle or by goods falling therefrom or animal not belonging to or under the control of the Insured or any occupier of the Premises or their respective employees while in the course of their employment but excluding Damage or Consequential Loss in respect of property in transit.

## 12 Impact

Impact by any mechanically propelled vehicle or by goods falling therefrom or animal but excluding:

- a) Damage or Consequential Loss in respect of property in transit
- b) in respect of Section A the greater of the amounts stated in the Schedule to be the Excess in respect of each and every loss caused by Damage by mechanically propelled vehicles or animals belonging to or under the control of the Insured or any occupier of the Premises or their respective employees while in the course of their employment.

## 13 Subsidence

Subsidence or Ground Heave of any part of the site on which the Property Insured stands or Landslip excluding:

- a) ) Damage to land, paths and car parks insured hereby unless the Damage has also affected a building declared to Insurers on the same site
  - ii) Damage to outbuildings and/or garages where such buildings are built on inadequate foundations in the reasonable opinion of Insurers
- b) Damage or Consequential Loss caused by or consisting of:
  - i) the normal settlement or bedding down of new structures
  - ii) the settlement or movement of made-up ground
  - iii) coastal or river erosion
  - iv) defective design or workmanship or the use of defective materials
  - v) fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe

- c) i) Damage
  - ii) loss resulting from destruction or Damage which originated prior to the inception of this Policy
- d) Damage or Consequential Loss resulting from:
  - i) demolition, construction, structural alteration or repair of any property
  - ii) groundworks or excavation at the same Premises
- e) in respect of Section A in respect of each and every loss the greater of the amounts stated in the Schedule to be the Excess.

## 14 All Other Damage

All other accidental Damage excluding:

- a) Damage or Consequential Loss resulting from any:
  - i) of Covers 1 to 13
  - ii) of the causes expressly excluded from Covers 1 to 13whether insured or not
- b) Damage or Consequential Loss caused by or consisting of:
  - i) inherent vice, latent defect, gradual deterioration, wear and tear, its own faulty or defective design or materials
  - ii) faulty or defective workmanship, operational error or omission on the part of the Insured or any of their Employeesbut this will not exclude subsequent Damage or Consequential Loss which itself results from a cause which is not otherwise excluded
- c) Damage or Consequential Loss caused by or consisting of:
  - i) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects
  - ii) change in temperature, colour, texture or finishDamage or Consequential Loss consisting of:
  - iii) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith
  - iv) mechanical or electrical breakdown or derangement of the particular machine, apparatus or equipment in which such breakdown or derangement originates
  - v) Consequential Loss caused by the deliberate act of a supply undertaking in withholding the



supply of water, gas, electricity, fuel or telecommunications services except where such act is solely for the purpose of safeguarding human life

but this will not exclude:

- 1) such Damage or Consequential Loss which itself results from any accidental loss, destruction or Damage not otherwise excluded
  - 2) subsequent Damage or Consequential Loss which itself results from a cause which is not otherwise excluded
- d) Damage or Consequential Loss caused by or consisting of acts of fraud or dishonesty but this will not exclude such Damage or Consequential Loss if resulting from a cause which is not otherwise excluded
- e) Damage caused by or consisting of or Consequential Loss arising directly or indirectly from disappearance, unexplained or inventory shortage, misfiling or misplacing of information
- f) in respect of Section B Consequential Loss or Damage arising directly or indirectly from erasure, loss, distortion or corruption of information on Computer systems or other records, programs or software
- g) i) in respect of Section A destruction of or Damage to a building or structure caused by its own collapse or cracking
- ii) in respect of Section B loss resulting from destruction of or Damage to a building or structure used by the Insured at the Premises caused by its own collapse or cracking
- h) in respect of Section A in respect of each and every loss the greater of the amounts stated in the Schedule to be the Excess.

## Clauses applicable to Sections A and B

### General Clauses

#### Standard Clauses

The following clauses apply to Section A.

Where cover under these clauses applies as a result of the ownership of land (including its boundaries and fences) regardless of whether declared to Insurers, any claims will be subject to the Insured being able to demonstrate their ownership of such land.

#### G1 Abortive Costs

The Insurers will pay reasonable costs and expenses incurred by the Insured with the Insurers' prior written consent in abortive repairs, investigations and tests for work not required following Damage for which liability is admitted under this Policy.

#### G2 Archaeological Discoveries

The Insurers will pay reasonable costs necessarily incurred in consequence of Damage as insured hereby as a direct result of the Insured complying with their statutory obligations following the discovery of archaeological finds during site excavation.

Provided always that:

- a) the Insurers' liability will not exceed £5,000 each Occurrence
- b) the Insured does not have any pre-existing Knowledge of the presence of archaeological remains prior to commencement of works.

#### G3 Architects' Surveyors' Legal and Consulting Engineers' Fees

- a) The insurance by each item on Buildings, Landlords' Contents and Contents includes an amount in respect of architects', surveyors', legal and consulting engineers' fees ("Fees").
- b) The insurance on Fees applies only to those necessarily and reasonably incurred in the Reinstatement or repair of Property Insured consequent upon its loss or theft or destruction or Damage but not for preparing any claim.

#### G4 Business Rates

The Insurers will pay the costs for which the Insured become legally responsible in respect of business rates (National Non Domestic Rates) in consequence of Damage as insured hereby.

Provided always that:

- a) but for such Damage the business rates would not have been payable by the Insured
- b) the Insurers' liability will not exceed £5,000 each Occurrence and in all in any one Period of Insurance
- c) the Insurers' liability will only apply to costs incurred during the Indemnity Period as defined in Section B. For the purpose of this clause 'Maximum Indemnity Period' will mean 36 months.

#### G5 Clearing of Drains

The Insurers will pay reasonable costs and expenses necessarily incurred in clearing, cleaning and repairing drains, gutters, sewers and the like at the Premises and in the immediate vicinity thereof for which the Insured are responsible in consequence of Damage insured hereby.

#### G6 Concern for Welfare Costs

The Insurers will pay for Damage caused by the police or persons acting under their control in gaining access to the Buildings as a result of their concern for the welfare of an occupier of the Premises.

Provided always that the Insurers will not be liable for costs incurred following Damage caused by the police in the course of criminal investigations.

#### G7 Designation

For the purpose of determining where necessary the heading under which any property is insured the Insurers agree to accept the designation under which such property has been entered in the Insured's books.

#### G8 Emergency Services

The Insurers will pay the costs and expenses incurred by the Insured following Damage resulting from the actions of the emergency services including deliberate acts where such deliberate acts are for the purpose of safeguarding human life or minimising Damage as insured hereby.

#### G9 Fire Extinguishment Expenses

The Insurers will pay the reasonable costs incurred by the Insured in respect of:

- a) refilling fire extinguishing appliances
- b) recharging gas flooding systems
- c) replacing used sprinkler heads
- d) refilling sprinkler tanks where costs are metered
- e) resetting fire and intruder alarms and closed circuit television systems
- f) public fire brigade charges for which the Insured may be assessed

all in consequence of Damage as insured hereby.

## G10 Fly Tipping

The Insurers will pay reasonable costs necessarily incurred in clearing and removing any property in consequence of its being illegally deposited in, on or around the Premises.

Provided always that:

- a) the property illegally deposited had caused Damage to the Insured's land and has resulted in a successful claim under this Policy
- b) the Excess stated in the Schedule will apply in respect of each and every loss
- c) the Insurers' liability will not exceed £10,000 each Occurrence or in all in any one Period of Insurance.

## G11 Involuntary Betterment

In the event that new property of the like, kind and quality as the Property Insured is not obtainable following Damage property which is as similar as possible to the Property Insured which has sustained Damage and which is capable of performing the same function will be deemed to be new property of the like, kind and quality and will not be considered to be betterment to the Insured.

In the event of replacement with new property the Insurers will pay the cost of purchasing and installing technologically current equipment which is necessitated by incompatibility between:

- a) new equipment installed to replace equipment which has sustained Damage
- b) undamaged existing equipment at the same or an independent location.

Provided always that such substitution of materials is with the Insurers' prior written consent.

## G12 Loss Minimisation and Prevention Expenditure

The Insurers will pay reasonable costs and expenses necessarily incurred by the Insured with the written consent of the Insurers for the sole purpose of avoiding or diminishing the amount of a loss following Damage which but for that expenditure would have occurred.

## G13 Metered Utilities

The Insurers will pay the costs for which the Insured is responsible in respect of loss of metered water, gas, oil or electricity supplies resulting in consequence of Damage as insured hereby provided always that the amount payable in respect of any one Premises is limited to such excess charges demanded by the supply authority.

## G14 Obsolete Building Materials

The Insurers will pay the reasonable additional cost incurred in repair of Damage to materials which giving consideration to industry knowledge at the time of installation, construction or fitting were deemed fit for purpose but at the date of loss are no longer deemed so with alternative materials currently considered appropriate for purpose.

## G15 Removal of Debris

The Insurers will pay costs and expenses necessarily incurred by the Insured with the written consent of the Insurers in:

- a) removing debris including costs of removal of debris relating to a tenant's contents provided such costs are not recoverable from another source
- b) dismantling and/or demolishing and/or shoring or propping up
- c) boarding up of windows and doors
- d) weatherproofing

of the portion or portions of the Property Insured by the said items destroyed or damaged by any Cover hereby insured.

The Insurers will not pay for any costs or expenses:

- i) incurred in removing debris except from the site of such property destroyed or damaged and from the surface of the area immediately adjacent to such site
- ii) arising from pollution or contamination of property not insured by this Policy.

## G16 Replacement of Keys and Resetting of Digital Locks

The Insurers will pay reasonable costs and expenses necessarily incurred by the Insured for the replacement of locks or resetting of digital locks following the loss of keys to the Premises from the private residence or person of the Insured or an authorised representative.

Provided always that the Insurers' liability will not exceed £2,500 each Occurrence.

## G17 Trace and Access

It is agreed that in the event of Damage resulting from the escape of water or fuel oil or sprinkler leakage if insured hereby this section includes reasonable costs and expenses necessarily incurred in:

- a) locating the source of such Damage
- b) the subsequent making good of Damage caused as a consequence thereof.

Provided always that the Insurers' liability will not exceed £10,000 each Occurrence.

## G18 Tree Felling or Lopping

The Insurers will pay reasonable costs and expenses necessarily incurred in felling, lopping and removing trees for which the Insured are legally responsible and which are an immediate threat to the safety of life or property or have blocked access to the Premises of either the Insured or neighbouring third parties resulting from any of the Covers insured hereby. Cover is extended to include damage to neighbouring property on a without prejudice basis at the Insured's request.

Provided always that the Insurers will not be liable:

- a) for legal or local authority costs involved in removing trees
- b) for costs incurred solely to comply with a preservation order
- c) for the costs incurred in respect of routine maintenance.

The Insurers' liability will not exceed £5,000 each Occurrence per Location.

## G19 Unauthorised use of Electricity, Gas, Oil, Water or Telecommunications

The Insurers will pay the cost of metered electricity, gas, oil, water or telecommunications for which the Insured are legally responsible arising from its unauthorised use by persons taking possession, keeping possession or occupying the Premises without the Insured's authority provided always that all practicable steps are taken to terminate such unauthorised use as soon as it is discovered.

Provided always that the Insurers' liability will not exceed £5,000 each Occurrence.

The following clauses apply to Section B Specification 1.

## G20 Alternative Trading

If during the Indemnity Period the Business is conducted elsewhere than at the Premises the money paid or payable to the Insured in respect of such other premises will be brought into account in arriving at the Rent Receivable or Insured Gross Profit/Gross Revenue during the Indemnity Period.

## G21 Cost of Re-letting

The Insurers will pay reasonable costs and expenses necessarily incurred by the Insured with Insurers' written consent during the Indemnity Period in re-letting the Premises including legal fees in connection with the re-letting solely in consequence of the Incident.

## G22 Payments on Account

Payments on account may be made during the Indemnity Period if required by the Insured subject to

any necessary adjustments at the end of the Indemnity Period.

The following clauses apply to Sections A and B.

## G23 Seventy Two Hour Clause

The duration and extent of any one source or original cause shall be limited to

- a) 72 consecutive hours as regards earthquake, storm, tempest, and/or flood.
- b) 72 consecutive hours and within the limits of one city, town or village as regards riot, civil commotion and malicious damage

The Insured may choose when any of the periods commence and if the source or original cause is of greater duration than the above periods the Insured may decide to divide that source or original cause into two or more sources or original causes provided that

- i) no two periods overlap
- ii) the second and subsequent periods shall not commence until the previous period has lasted for 72 consecutive hours.

## G24 Automatic Reinstatement of Loss

In the absence of written notice by the Insurers or the Insured to the contrary within 30 days of notification to the Insurers of the Damage or loss the insurance hereby will not be reduced by the amount of any loss provided that the Insured will where applicable take immediate steps to effect such additions to or variations in the protection of the Property Insured as the Insurers may require.

## G25 Professional Accountants

Any particulars or details contained in the Insured's books of account or other business books or documents which may be required by the Insurers under the claims procedure condition of this Policy for the purpose of investigating or verifying any claim hereunder may be produced by professional accountants if at the time they are regularly acting as such for the Insured and their reports will be prima facie evidence of the particulars and details to which such reports relate.

The Insurers will pay to the Insured with Insurers' written consent the reasonable charges payable by the Insured to their professional accountants for producing such particulars or any other proofs, information or evidence as may be required by the Insurers under the terms of the claims procedure condition of this Policy and reporting that such particulars or details are in accordance with the Insured's books of account or other business books or documents provided always that the sum of the amount payable under this clause and the

amount otherwise payable under this Policy will in no case exceed the Insurers' Limit of Liability as stated.

## G26 Money and Personal Accident

- a) The Insurers will pay for:
- i) physical loss of or Damage to Money occurring within Great Britain, the Isle of Man or the Channel Islands in accordance with the details stated in the Schedule
  - ii) loss of or Damage to:
    - 1) safes or strongrooms which normally contain Money caused by theft
    - 2) any case, bag or waistcoat when such is used for the carriage of Money
    - 3) franking machines the property of the Insured or for which they are responsible caused by theft
    - 4) gaming machines which normally contain Money caused by theft where there is evidence of forced entry

Provided always that:

- A) the Insurers will not be liable in respect of clerical or accounting errors
- B) the Insurers will only be liable for Money in the custody or control of a security company if the Insured is unable to recover such loss under the terms of a contract
- C) the Insurers will not be liable for loss from a safe or strongroom unless all keys including duplicate keys or combination codes relative to the security of a portion of the Premises or to any safe or strongroom containing Property Insured are removed from that portion of the Premises whenever they are closed for business or left unattended.
- D) whenever an office, room or area in which a safe or strongroom containing Money is situated becomes unattended such safe or strongroom is securely locked
- E) the Insured will keep a complete account of all Money in transit and on the Premises and will keep such record in a secure place other than in a safe or strongroom containing Money
- F) the Insurers' liability will not exceed the applicable Limit of Liability as stated in the Schedule.
- G) transits of Money exceeding £3,500 must be accompanied by either a security company or at least 2 able bodied adult persons
- H) the Insurers will not deem Money to have been held within a locked safe where the safe itself is

also stolen unless the safe had been fixed to the wall or floor in accordance with the manufacturer's instructions.

- b) If while engaged in the Insured's Business any person (hereafter the Assured) sustains Bodily Injury arising from malicious attack or assault or attempt thereat by any person stealing or attempting to steal Money insured by this Policy or accident in the course of the Assured's duties in the Insured's Business then the Insurers will reimburse the Insured in respect of payment to the Assured or their legal personal representative as the case may require of the sum or sums set out in the table of benefits detailed in the Schedule.

Benefits:

- 1 Death
- 2 Loss of Limb(s) and/or Loss of Eye(s)
- 3 Permanent total inability to attend to the Assured's Usual Occupation or business
- 4 Temporary total inability to attend to Usual Occupation or business
- 5 Mass Benefit payable only in respect of supply priests arising out of illness for which the Assured is receiving treatment either via the NHS or privately or Bodily Injury resulting from an accident in the course of the Assured's duties in the Insured's business during such period of disablement caused by the illness or Bodily Injury which completely and continuously prevents the Assured from attending to their Usual Business or occupation or whilst absent on jury service

Provided always that:

- i) the Insurers will not be liable for any benefit where the Assured is aged less than 16 years or greater than 75 years
- ii) no benefit will be payable until the entire amount thereof has been ascertained and agreed
- iii) the Insurers will not be liable under benefit 4 to pay for a longer period than 104 weeks in respect of any one accident and will exclude the first 2 weeks
- iv) The Insurers will not be liable to pay more than one benefit in respect of the same accident. In no case will more than one benefit be payable in respect of the same period of time
- v) benefit will only be payable provided death or loss occurs or disablement commences within 12 months of the date of injury

- vi) Where the Assured is retired from active ministry or full time occupation, only Benefits 1, 2 and 3 will apply and for a reduced benefit of £10,000
- vii) the Insurers will not be liable in respect of accidents arising during travel to or from work or business events other than in respect of Clergy
- viii) Benefit 4 only applies where the Assured is employed or unemployed (but not retired from active ministry or full time occupation) and where the disability prevents the Assured from pursuing an occupation that was usual for the Assured or for which the Assured was fit by reason of education, experience or training
- ix) the benefit is payable
  - 1) in respect of Benefit 1
    - a) to the Insured in respect of unmarried Clergy
    - b) to the Assured's estate in respect of married Clergy and all other persons
  - 2) in respect of Benefits 2, 3 and 4 to the Assured
  - 3) in respect of Benefit 5 to the Insured

If the Assured as a result of a malicious attack or assault or attempt thereat sustains loss or damage to clothing or personal effects the Insurers will indemnify the Insured in respect of payment made to the Assured to the extent of the loss or damage so sustained but not exceeding in respect of any one such Assured the sum of £500.

## G27 Resident Clergy Effects and Money

The Insurers will pay for Damage to personal clothing and possessions belonging to the Clergy (other than in respect of seminarians) which are insured under this Policy as part of the Contents of the Premises including whilst temporarily removed from the residence but still in the possession of the owner.

Cover includes specifically where Clergy are providing supply cover at the Premises.

Cover also includes Clergy who are residing in the Premises to provide supply cover for a period of six months or more.

Provided always that:

- a) such Damage is caused by an operative Cover
- b) the Insurers' liability will not exceed:
  - i) £500 limit any one Clergy member in respect personal clothing and possessions which are kept at a residence which is not insured under this Policy.

- ii) £500 limit each Occurrence in respect of Money belonging to Clergy for each member of Clergy, unless otherwise declared and accepted by Insurers.

## G28 Supply Clergy Effects and Money

The Insurers will pay for Damage to personal clothing and possessions worn or used by Clergy who are residing in the Premises in order to provide supply cover for a parish for less than six months.

Provided always that:

- a) such Damage is caused by an operative Cover
- b) the Insurers' liability will not exceed:
  - i) £2,000 each Occurrence any one Clergy member.
  - ii) within i) above a £500 limit in respect of Money belonging to the Clergy member, unless otherwise declared and accepted by Insurers.

## G29 Migrant Volunteers' Effects and Money

The Insurers will pay for Damage to personal clothing and possessions belonging to non UK based migrant Volunteers who are resident at the Premises.

Provided always that:

- a) such Damage is caused by an operative Cover
- b) the Insurers' liability will not exceed:
  - i) £2,000 each Occurrence any one migrant Volunteer.
  - ii) within i) above a £500 limit in respect of Money belonging to the migrant Volunteer.

## G30 Resident Employees' Effects and Money

The Insurers will pay for Damage to personal clothing and possessions belonging to Employees who for the purposes of their employment are resident in Premises owned by the Insured.

Provided always that:

- a) such Damage is caused by an operative Cover
- b) the Insurers' liability will not exceed:
  - i) £2,000 each Occurrence any one resident Employee.
  - ii) within i) above a £500 limit in respect of Money belonging to the resident Employee.

## G31 Non-Resident Employees' Effects and Money

The Insurers will pay for Damage to personal clothing and possessions belonging to non-resident Employees in the course of their duties on behalf of the Insured and whilst on the Premises.

Provided always that:

- a) such Damage is caused by an operative Cover
- b) the Insurers' liability will not exceed:
  - i) £1,000 each Occurrence any one non-resident Employee.
  - ii) within i) above a £500 limit in respect of Money belonging to the non-resident Employee.

### G32 Effects and Money Belonging to Residents in Residential Care Homes

The Insurers will pay for Damage to personal clothing and possessions belonging to residents in residential care homes owned or managed by the Insured.

Provided always that:

- a) such Damage is caused by an operative Cover
- b) the Insurers' liability will not exceed:
  - i) £2,000 each Occurrence any one resident unless otherwise agreed by Insurers.
  - ii) within i) above a £500 limit in respect of Money belonging to the resident.
- c) the Insurers will not be liable where there is in force any other insurance providing cover against such claim

Cover includes the fraudulent use by an Employee of the Insured of a debit or credit card belonging to a resident in residential care owned and/or operated by the Insured whereby the Insured has voluntarily offered to repay the funds and the resident has not taken legal action against the Insured or recovered the money from a third party. In the event that a successful liability claim is subsequently made, any settlement made under this extension shall be returned to Insurers by the Insured by a corresponding amount. Provided always that the Insurers' liability will not exceed £5,000 limit any one resident.

### G33 Seminarians' Effects and Money

The Insurers will pay for Damage to personal clothing and possessions worn or used by seminarians of an Insured diocese who are temporarily residing anywhere in Great Britain, the Isle of Man, and the Channel Islands elsewhere than at a seminary (e.g. during the holidays or to provide supply cover for a parish).

Cover includes seminarians' property whilst left on the Premises for storage.

Provided always that:

- a) such Damage is caused by an operative Cover
- b) the Insurers' liability will not exceed:
  - i) £2,000 each Occurrence any one seminarian.

- ii) within i) above a £500 limit in respect of Money belonging to the seminarian.

The Insurers will pay for Damage to personal clothing and possessions belonging to seminarians that is not in their possession and is kept elsewhere than the seminary and at a residence anywhere in Great Britain, the Isle of Man, and the Channel Islands which is not insured under the Policy.

Provided always that:

- a) such Damage is caused by an operative Cover
- b) the Insurers' liability will not exceed:
  - i) £500 each Occurrence any one seminarian.
  - ii) within i) above a £500 limit in respect of Money belonging to the seminarian.

### G34 Contents and Possessions of Priests Resident in Third Party Accommodation

The Insurers will pay for Damage to personal clothing and possessions belonging to:

- a) diocesan priests or religious in active ministry for an Insured diocese/order, in premises where s/he is residing which are owned by a third party and not insured under this Policy.
- b) retired diocesan priests or religious residing in Great Britain, the Isle of Man, and the Channel Islands in either a residential care home or other premises owned by a third party and not insured under this Policy.

Cover includes personal possessions temporarily removed from the residence but still in the possession of the owner, including when providing supply cover at another location within Great Britain, the Isle of Man, and the Channel Islands.

Provided always that:

- a) such Damage is caused by an operative Cover
- b) the Insurers' liability will not exceed:
  - i) £5,000 each Occurrence any one diocesan priest or religious.
  - ii) within i) above a £500 limit in respect of Money belonging to the diocesan priest or religious unless otherwise declared and accepted by Insurers.
- c) the Insurers will not be liable where there is in force any other insurance providing cover against such claim

### G35 Ecclesiastical Regalia and Insignia

The Insurers will pay for Damage to any item of ecclesiastical regalia and insignia valued in excess of £10,000 only where any such item is:

- a) being worn; or
- b) being carried by hand under the personal supervision of a member of the Clergy or Employee during which time any item must not be left unattended, or
- c) deposited in a bank, or locked safe (to a standard satisfactory to Insurers) in the Insured's Premises, or
- d) where a member of the Clergy or Employee of the Insured is staying at a hotel, when any such item is kept in the principal safe of the hotel.

Provided always that any single item of ecclesiastical regalia and insignia with a value in excess of £10,000 must be declared to Insurers in advance, alongside a valuation and details of the security measures associated with that item.

In the event that any item is Damaged by an operative Cover Insurers will cover the cost of repair or restoration up to the value declared to Insurers. In the event that any item is lost or destroyed by an operative Cover Insurers will pay an indemnity amount equal to the lesser of the declared value of the item to Insurers or £250,000.

### G36 Airtime Abuse

In the event of airtime abuse (unauthorised use) following the loss or theft of a mobile telephone or tablet, Insurers will provide cover up to a maximum of £1,000.

Provided always that:

- a) cover applies only to the airtime charges incurred by a third party following the loss or theft of the mobile telephone or tablet and commences 12 hours before the police have been notified, the airtime provider and/or Insurers or its agent.

### G37 Device Fraud

The Insurers will pay for costs incurred by the Insured in relation to device fraud involving unauthorised use of a telephone, tablet or laptop by a third party to elicit funds or incur call charges.

Provided always that:

- a) the Insurers' liability will not exceed £5,000 each Occurrence
- b) cover in respect of device fraud not involving toll fraud will apply only to authorised employees and resident Clergy
- c) the following steps having been taken:

- i) any discovery of fraud had been reported immediately to the police authorities
- ii) all device PINs had been changed from the default numbers

in respect of Toll Fraud:

- iii) a monthly cap of costs had been placed on the telephone account by the telephone provider(s) where possible;

### G38 Impact Damage to Cars

The Insurers will reimburse the Insured for Damage caused by a part of the external fabric of the Premises for which the Insured is responsible becoming detached and falling onto:

- i) any motor vehicle belonging to a member of the Clergy or Employee or voluntary worker or tenant of property insured under this Policy whilst parked in on or in the vicinity of the Premises; or
- ii) any other motor vehicle similarly parked in return for a fee
- iii) any motor vehicle parked under licence on the Premises

Provided always that:

- a) the Insurers' liability will not exceed £10,000 each Occurrence per Location
- b) cover will not apply where the owner of the vehicle has made a successful claim under their motor insurance
- c) where a claim is made under this Policy the Insurers will not pursue a recovery from the vehicle owner's motor insurance

### G39 Equipment Hired Under Contract For Seasonal Events

The Insurers will pay for Damage to items of equipment hired under normal contract conditions such as marquees, furniture, inflatables and their associated generators.

Provided always that:

- a) the Insurers' liability will not exceed £10,000 per event

### G40 Completion of Voluntary Work

The Insurers will pay for the necessary costs incurred for completing minor repairs if a Volunteer cannot complete the works due to injury.

Provided always that:

- a) the Insurers' liability will not exceed £1,000 each Occurrence



## G41 Employee Dishonesty

The Insurers will pay the Insured for loss of Money or goods belonging to or held in trust by the Insured caused directly as a result of any act of fraud or dishonesty by any member of the Clergy, Employee or Volunteer relating to their duties and activities on behalf of the Insured and committed:

- a) after the commencement date of the member of the Clergy, Employee or Volunteer; or
- b) during any superseded fidelity insurance previously arranged by the Insured but not discovered during the notice period stipulated in that insurance but
  - i) only to the extent that the loss would have been insured had the superseded insurance remained in force; and
  - ii) only if uninterrupted fidelity insurance cover has been maintained by the Insured and the loss was committed less than 36 months from the date it was reported to Insurers

Insurers will also pay for auditors' fees incurred with their prior written consent to substantiate the amount of any claim provided that its liability shall not exceed the overall limit for each loss.

Provided always that:

- 1) the loss is discovered and reported during the Period of the Insurance
- 2) the Insurers' liability will not exceed £50,000 each Occurrence subject to an annual aggregate limit of £100,000
- 3) if one claim is caused by Employees and/or authorised Volunteers acting in collusion the Insurers will consider the claim as one combined loss only
- 4) any Money of the Employee or authorised Volunteer held by the Insured and any Money which but for the Employee's or authorised Volunteer's dishonesty would have been due to the Employee or authorised Volunteer from the Insured shall be deducted from the amount otherwise payable under this insurance.
- 5) the Insured and the Insurers shall share any other recovery (excluding insurance and reinsurance and any counter-security taken by Insurers) made by either on account of any loss in the proportion that the amount of the loss borne by each bears to the total amount of the loss
- 6) the Insured shall make every endeavour to recover the amount of any loss and any expenses incurred from any third party against whom the Insured or Insurers may be entitled to recover and shall render all assistance to enable Insurers to obtain reimbursement of such loss from the guilty person or his estate.

- 7) Insurers will not be liable for loss of interest or Consequential Loss of any kind.
- 8) the Insured can demonstrate the following minimum standards of control were in force at the time of the loss
  - a) the Insured operates reasonable procedures, processes and systems of check in order to minimise the likelihood of a loss arising
  - b) the Insured obtains satisfactory references to confirm the honesty of all Employees and authorised Volunteers who are responsible for Money goods accounts Computer operations or Computer programming
  - c) such references are obtained directly from former employers for the 3 years immediately preceding engagement and before the Employee or authorised Volunteer is entrusted without supervision. References need not be obtained in respect of Employees and authorised Volunteers who have satisfactorily and continuously served the Insured for at least 1 year in another capacity before being entrusted with the duties referred to above.
  - d) in respect of Employees or authorised Volunteers joining directly from school or government sponsored youth training schemes 1 character reference is obtained.
  - e) the original of each written reference is retained by the Insured and will be made available for inspection by Insurers on request.
- 9) the Insurers' liability will be increased to £100,000 each Occurrence subject to an annual aggregate limit of £200,000 on condition also that
  - a) the Insured has established policies and procedures in place in relation to the handling of cash to which it can demonstrate adherence
  - b) payments from the Insured's bank accounts involving amounts exceeding £5,000 require authorisation by two authorised signatories
  - c) payments to an authorised signatory require authorisation by two authorised signatories regardless of the amount involved

## G42 Organs

Organs with replacement values exceeding £25,000 must be declared separately by the Insured to Insurers otherwise they will be considered as part of Contents subject to a limit of £25,000 each.

## G43 Valuable Items

Valuable Items with values exceeding £10,000 must be declared separately by the Insured to Insurers otherwise

they will be considered as part of Contents subject to a limit of £10,000 each.

In the event that a Valuable Item is Damaged by an operative Cover Insurers will cover the cost of repair or restoration up to the value declared to Insurers.

In the event that a Valuable Item is lost or destroyed by an operative Cover

- a) Insurers will pay an indemnity amount equal to the lesser of the declared value of the Valuable Item to Insurers or £250,000
- b) A copy of the third party valuation or estimate (with supporting evidence) on which the declared value had been based will be required by Insurers

#### G44 Repatriation of Migrant Clergy Remains

The Insurers will reimburse the Insured for the cost of repatriating the remains of migrant Clergy to their country of origin who died whilst in active ministry for an Insured. Provided always that:

- a) the Insurers' liability will not exceed £5,000 each migrant Clergy member.

#### G45 Headstones and Monuments

In the event that headstones, monuments or memorials are damaged by an operative Cover the Insurers will pay

- a) the cost of repair or replacement and re-erection where they are the property of the Insured.  
Provided that:
  - i) the Insurer's liability will not exceed £5,000 per Premises or cemetery in any one period of insurance
- b) the cost of making safe or re-erection where they are not the property of the Insured. Provided that:
  - i) such headstone, monument or memorial is in a Premises or cemetery under the Insured's control;
  - ii) reasonable steps to recover those costs from those responsible for its upkeep are taken by the Insured before a claim is presented to Insurers
  - iii) in the event that a recovery is made by the Insured after the Insurers have settled a claim under this extension the Insured will refund to Insurers the lesser of the amount of the recovery or the amount that Insurers settled under the claim
  - iv) the Insurer's liability will not exceed £5,000 per Premises or cemetery in any one period of insurance

#### G46 Fraudulent Demands

The Insurers will pay for costs incurred by the Insured in relation to a fraudulent demand made by email or telephone by a third party.

Provided always that:

- a) the Insurers' liability will not exceed £5,000 each Occurrence
- b) the following steps having been taken:
  - i) any discovery of fraud is reported immediately to the police authorities

The Insurers' liability will increase to £50,000 each Occurrence where the Insured is able to demonstrate that they had verified a notification of a change of bank details via a telephonic call to the usual point of contact prior to the payment being remitted.

## Contingent Cover Clauses

### Standard Clauses

The following clauses apply to Section A.

#### C1 Temporary Removal

The Property Insured by Section A is also covered while temporarily removed for cleaning, renovation, repair or similar purposes elsewhere and in transit thereto and therefrom all in Great Britain, the Isle of Man or the Channel Islands .

Provided always that:

- a) the liability of the Insurers each Occurrence per Location will not exceed £10,000
- b) this clause does not apply to property in so far as it is otherwise insured.
- c) cover does not apply in respect of theft from an unattended vehicle unless the property is out of sight and in a securely locked boot or glove box, with all windows and sunroofs fully closed, vehicle locked and any vehicle alarm activated
- d) the Insured exercises due diligence otherwise over the security of the property.
- e) the temporary removal does not exceed a period of 6 months unless separately advised to and accepted by Insurers

#### C2 Value Added Tax

The insurance by each item on Buildings includes Value Added Tax paid by the Insured which is not subsequently recoverable.

Provided always that:

- a)
  - i) the Insured's liability for such tax arises solely as a result of the Reinstatement or repair of the Buildings to which such items relate following Damage
  - ii) the Insurers have paid or have agreed to pay for such Damage
  - iii) if any payment made by the Insurers in respect of the Reinstatement or repair of such Damage is less than the actual cost of the Reinstatement or repair any payment under this clause resulting from that Damage will be reduced in like proportion
  - iv) where a Building has not been registered for Value Added Tax the sum insured advised to the Insurers will include an appropriate allowance for Value Added Tax
- b) the Insured's liability for such tax does not arise from the replacement building having greater floor

area than or being better or more extensive than the destroyed or damaged Building

- c) where an option to reinstate on another site is exercised the Insurers' liability under this clause will not exceed the amount of tax that would have been payable had the Building been rebuilt on its original site
- d) the Insurers' liability under this clause will not include amounts payable by the Insured as penalties or interest for non-payment or late payment of tax.

#### Note

- 1 All the terms and conditions of this Policy except in so far as they are varied hereby will apply as if they had been incorporated herein.

The following clauses apply to Sections A and B.

#### C3 Inadvertent Omission to Insure

Section A includes Buildings in Great Britain, the Isle of Man or the Channel Islands and Specification 1 to Section B includes Rent Receivable in respect thereof whereby the Insured have an obligation to insure whether the Buildings are owned by or on lease to them or in which they are interested as mortgagees but which have inadvertently been left uninsured.

Provided always that:

- a) the liability of the Insurers in no case exceeds the amount stated in the Schedule any one Occurrence
- b) the Insured will give notice in writing to the Insurers immediately they become aware of an omission to insure and will pay the appropriate premium from the date upon which the insurance of the property became the Insured's responsibility
- c) the Insured will carry out at not less than annual intervals a check of all properties owned by them or leased by them and for which they are responsible to ensure that effective insurance is in force for such properties
- d) this clause will only be effective if the Insurers are the sole provider of Buildings Insurance in respect of the Insured's properties owned in connection with the Business as defined in the Schedule and where the Insured have an obligation to arrange such insurance.

#### C4 New Acquisitions

- a) Section A includes any newly acquired or constructed Buildings, Landlords' Contents and Office Contents in Great Britain, the Isle of Man or the Channel Islands in so far as the same are not otherwise insured
- b) Specification 1 of Section B includes Rent Receivable of the aforesaid Buildings

where such acquisition or construction occurs during the current Period of Insurance.

Provided always that:

- i) at any one situation this cover will not exceed
  - 1) £2,500,000 in respect of any cathedral, church, chapel, church hall or school
  - 2) £600,000 in respect of any presbytery
  - 3) £1,000,000 in respect of any other property.
- ii) the Insured undertakes to give particulars of such extension of cover as soon as practicable and to effect specific insurance thereon retrospective to the date of the commencement of the Insurers' liability
- iii) the provisions of this clause will be fully maintained notwithstanding any specific insurance effected under ii) above.

## C5 Goods in Transit

Section A includes:

- a) £500 per sending in respect of registered or parcel post sendings subject to proof of posting being available by a Post Office receipt.
- b) £5,000 each Occurrence in respect of portable business equipment and technical instruments owned by the Insured or for which they are responsible anywhere in Great Britain, Isle of Man and Channel Islands
- c) £10,000 each Occurrence in respect of Property Insured by Section A whilst in transit anywhere in Great Britain, Isle of Man and Channel Islands for a period of up to 24 hours unless separately declared to and agreed by Insurers

Provided always that cover will not apply in respect of Damage to any property:

- i) from an unattended vehicle unless the property is out of sight and in a securely locked boot or glove box with all windows and sunroofs fully closed, vehicle locked and any vehicle alarm activated
- ii) whilst the property is unattended out in the open
- iii) whilst the property is in use
- iv) directly resulting from the property's own failure

## C6 Voluntary Aided and Special Agreement Schools Governors Net Liability & Contingency Cover

Section A includes

Buildings

Buildings in respect of voluntary aided and special agreement schools subject to the following provisions

- a) Damage to school buildings that is the responsibility of the school Governing Body pursuant to the Education Act 1944 and/or the School Standards and Framework Act 1998 (as amended from time to time).
- b) The Insurers' liability for the cost of reinstatement of the school buildings following Damage hereby insured for which the Insured is responsible shall exclude the amount of any grant or contribution entitlement from the Department for Education or the Welsh Government and/or the Local Education Authority towards meeting such cost which is available to the Insured or denied to them for reasons within their control. Provided that the property as repaired or reinstated is taken into Local Education Authority maintenance as an aided school or as part thereof.
- c) If the school buildings for which the Insured is responsible are not reinstated following Damage hereby insured the amount recoverable under this Policy shall not exceed the resultant diminution in the market value of such property and any costs necessarily incurred for
  - i) demolition of damaged portions of the building, and
  - ii) the removal of debris from the site and/or securing the damaged property.

Contents

- a) the contents of voluntary aided and special agreement schools which are deemed to be parish property as opposed to property being the responsibility of the Local Education Authority up to a maximum amount of £25,000 in respect of each school
- b) statues and plaques affixed to or situated within the confines of voluntary aided and special agreement school Premises as defined within the Education Act 1944 up to a maximum of £2,500 any one item

## Contract Works Clauses

### Standard Clauses

The following clauses apply to Sections A and B.

#### CW1 Contract All Risks

In respect of refurbishment work and extensions to existing structures only Section A and Specification 1 to Section B include Damage or Consequential Loss in respect of property or structures in the course of construction or erection and materials or supplies in connection with all such property in course of construction or erection to the extent which You have contracted to arrange cover.

Provided always that this clause will not apply:

- a) unless Insurers were already providing cover for the existing structure on a 100% basis prior to the commencement of the works
- b) where more specific insurance is in force
- c) to any contract where the original contract price or contract value on completion exceeds £250,000 unless otherwise stated in the Schedule or any endorsements attaching to this Policy.

Notwithstanding the above the Insurers will

- i) automatically provide cover where the contract value is less than £250,000 and no additional premium will be charged providing no other insurance covering any such works is already in place
- ii) consider applications for contracts where the value exceeds £250,000 upon completion of the appropriate application form and the payment of a suitable premium in advance of the commencement of the works

The Insured undertakes to comply with the latest edition of the Joint Code of Practice on the Protection from Fire of Construction Sites and Buildings Undergoing Renovation (the Joint Code).

The Insurers shall have the right at all reasonable times to enter and inspect the site of the contract.

If during an inspection it is found that conditions on site do not comply with the Joint Code the Insurers may inform the main/management contractor's site management of the nature of the breach specifying the required remedial measures (the Remedial Measures) and confirm the same by notice in writing given by actual delivery or by registered post or by recorded delivery to both the employer and the main/management contractor at their respective addresses nominated by the Insured at the inception of cover or as otherwise subsequently amended.

Such notice may also at the discretion of the Insurers either suspend all insurance or cancel the Policy in full

from the date shown in the notice it being understood that insurance may be reinstated with effect from the date on which the Insurers are satisfied that the Remedial Measures have been completed.

#### CW2 Contractors' Interest

Where the Insured is required to effect insurance on the Buildings in the joint names of themselves and the contractor under the terms of a contract condition then the interest of the contractor in the Buildings as a joint insured is hereby noted.

#### CW3 Workmen

Notwithstanding the Public Liability Requirements for Contractors, workmen are allowed to work in the Buildings for the purposes of effecting any repairs, minor additions and alterations or decorations without prejudice to this insurance.

## Interested Parties Clauses

### Standard Clauses

The following clauses apply to Section A.

#### 11 Contracting Purchaser's Interest

If at the time of Damage the Insured have contracted to sell their interest in any Building hereby insured and the purchase has not been but is thereafter completed the purchaser on completion of the purchase if and so far as the property is not otherwise insured against such Damage by them or on their behalf will be entitled to benefit under this section without prejudice to the rights and liabilities of the Insured or the Insurers until completion.

#### 12 Hire Agreement

It is agreed that the interest of owners of hired in equipment are noted at the request of the Insured. The Insured undertake to declare the names, nature and extent of such interests at the time of the Damage.

The following clauses apply to Sections A and B.

#### 13 Mortgagees and Lessors

Any increase in the risk of Damage or Consequential Loss resulting from any act or neglect of any mortgagor, leaseholder, lessee or occupier of any Buildings insured by this Policy will not prejudice the interest of any mortgagee, freeholder or lessor provided always that such increase in risk is without their prior knowledge or authority and the Insurers are notified immediately they become aware of such increase in risk and the Insured pay an appropriate additional premium if required.

#### 14 Non-Invalidation

The insurance under Sections A and B will not be invalidated by any act or omission or by any alteration whereby the risk of Damage or Consequential Loss is increased unknown to or beyond the control of the Insured provided always that the Insured immediately they become aware thereof gives notice to the Insurers and pay an appropriate additional premium if required.

#### 15 Other Interests

It is agreed that the interest of various lessees, freeholders, mortgagees or debenture holders in this insurance are noted at the request of the Insured. The Insured undertake to declare the names, nature and extent of such interests at the time of the Damage.

#### 16 Subrogation Waiver

In the event of a claim arising under Sections A or B the Insurers agree to waive any rights, remedies or relief to which they might become entitled by subrogation against any tenant or lessee in respect of Damage or Consequential Loss to that portion of the Premises in

the demise of that tenant or lessee or to those portions of the Premises in which all the tenants have a common interest where the premium has been paid by the tenant or lessee but excluding Damage or Consequential Loss arising out of the tenant's or lessee's gross negligence or as a result of the tenant's or lessee's wilful act or recklessness.

## Conditions applicable to Sections A and B

The following conditions apply to Sections A and B.

### 1 Security Requirements

In respect of Buildings occupied by the Insured or for which the security is the direct responsibility of the Insured or their agents or in respect of any empty or disused Buildings it is a condition precedent to any liability of the Insurers to make payment under this Policy that:

- a) any additional protection required by the Insurers will be fitted in accordance with their requirements and together with all other devices for the protection of the Property Insured will be kept in good order and put into full and effective operation whenever the Premises are closed for business to customers or callers or are unattended
- b) all keys including duplicate keys relative to the security of a portion of the Premises or to any safe or strongroom containing Property Insured will be removed from that portion of the Premises whenever they are closed for business or left unattended.

### 2 Unoccupied Buildings

In the event only where the Insured has advised Insurers within 90 days of a Building becoming unoccupied the Insurers will provide cover as follows:

- a) Storage Locations (where agreed separately with Insurers)

Where the Building has been agreed with Insurers to be designated as a Storage Location and following a survey the cover will not be restricted under this extension. Any risk improvement measures required by Insurers must be implemented within the set timeframe for the unrestricted cover to continue.

- b) Wider Cover

Where the Insured has requested and, following a survey, Insurers have agreed to apply Wider Cover, cover will be provided on an Indemnity basis only. Any risk improvement measures required by Insurers must be implemented within the set timeframes before the Wider Cover confirmed by Insurers will become effective.

Provided always that:

- i) the Insurers liability each Occurrence per Location will not exceed £1,000,000.
- ii) the Excess applicable if insured will be £500 each Occurrence per Location.

- iii) repeated and re-occurring acts of vandalism at any and all Unoccupied Buildings are excluded.

- c) Standard Cover

Except where the Unoccupied Building has been agreed with Insurers to be granted Wider Cover or to be designated as a Storage Location, Standard Cover will apply which will be restricted to demolition and debris removal costs only arising out of Covers 1, 3, 4 and 7 only.

Provided always that:

- i) the Insurers liability each Occurrence per Location will not exceed £1,000,000.
- ii) Standard Cover is subject to the following warranties being adhered to and Insurers reserve the right to impose any additional terms and conditions which will be advised to the Insured:
  - 1 Drain any water systems and switch off unused public utilities
  - 2 Minimum weekly visits and internal inspections with any damage repaired immediately such as broken windows
  - 3 Remove any combustible materials and do not store within 5 metres of the Building
  - 4 Remove all valuables from the Building
  - 5 Mortice lever deadlocks to be fitted on external doors and locks on ground floor windows

Notwithstanding the extent of cover allowed or imposed by Insurers, in the event of loss destruction or Damage to any Unoccupied Building Insurers' maximum exposure will not be greater than to indemnify the Insured in respect of any ascertained loss destruction or Damage.

### 3 Electrical Inspections

It is a condition precedent to Insurers' liability under this Policy that an electrical inspection is carried out by a qualified electrical engineer who is an NICEIC "Approved Contractor", "Full Scope" member of the NAPIT, a registered member of ECA or a member of SELECT and it is a requirement that the Insured obtains a current and valid electrical inspection document renewed at intervals no longer than every five years.

The Insurers reserve the right to alter, change or delete the above requirement in any form whatsoever by giving prior written notice to the Insured.

## 4 Public Liability Requirements for Contractors

Before a contractor begins work the Insured must have evidence of the contractor's public liability insurance cover for a minimum Limit of Liability of:

- a) £5,000,000 in respect of Dangerous Works
- b) £1,000,000 for all other works

Provided always that where any hot work is to be varied out the contractor should provide evidence of:

- i) a Method Statement
- ii) a Risk Assessment
- iii) evidence that their public liability insurance cover is extended to cover such hot work.

For the purposes of this condition Dangerous Works are deemed to mean:

- 1) Work on roofs
- 2) Work on utilities (i.e. gas/electric/water)
- 3) Work involving the application of heat (e.g. welding, soldering, use of blow torches, etc.)

## 5 Flat Roofs and Gutters

### Flat Roofs

The Insured must ensure that all flat roofs are inspected at least every 3 years by individuals with the relevant knowledge and experience to ensure that they remain in acceptable condition and a record of those inspections should be retained and made available to Insurers if requested in the event of a claim. Where an inspection identifies that the roof is in a condition that requires it to be replaced or repaired, there shall be no cover provided for damage arising out of the condition of the roof until such time as the necessary work has been undertaken.

### Gutters

The Insured must ensure that all gutters are cleared at least annually and a record of their maintenance should be retained and made available to Insurers if requested in the event of a claim.

## 6 Insurance Act 2015 - Application of Section 11 - Terms not relevant to the actual loss

Where: (i) there has been a failure to comply with a term (express or implied) of this insurance contract, other than a term that defines the risk as a whole; and (ii) compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, the Insurer cannot rely on the breach of such term to exclude, limit

or discharge its liability if the Insured shows that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.



## Exclusions applicable to Sections A and B

Sections A and B do not cover:

### 1 Contract Works or Property More Specifically Insured

Damage or Consequential Loss in respect of:

- a) property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection other than as specifically allowed for under the Contract All Risks clause of this Policy
- b) property more specifically insured

### 2 Land

- a) in respect of Section A:
  - any loss or destruction of or damage to land
- b) in respect of Section B: Consequential Loss caused by loss or destruction of or Damage to land

other than for an amount of any loss of less than the amount stated in the Schedule in total in respect of land to a depth of up to one metre the Insured's own or for which they are responsible within the perimeter of the Premises provided always that such loss is not otherwise excluded

### 3 Pollution or Contamination

- a) in respect of Section A:
  - loss or destruction or Damage caused by pollution or contamination but this will not exclude destruction of or Damage to Property Insured not otherwise excluded caused by:
    - i) pollution or contamination which itself results from any of Covers 1 to 13 inclusive hereby insured against
    - ii) any of Covers 1 to 13 inclusive hereby insured against which itself results from pollution or contamination
    - iii) where Cover Cover 14 – All Other Damage is operative sudden, identifiable, unintended and unexpected pollution or contamination
- b) in respect of Section B:
  - loss resulting from pollution or contamination but this will not exclude loss resulting from destruction of or damage to property used by the Insured at the Premises for the purpose of the Business not otherwise excluded caused by:

- i) pollution or contamination which itself results from any of Covers 1 to 13 inclusive hereby insured against
- ii) any of Covers 1 to 13 inclusive hereby insured against which itself results from pollution or contamination
- iii) where Cover Cover 14 – All Other Damage is operative sudden, identifiable, unintended and unexpected pollution or contamination at the Premises

subject to a Limit of Liability in respect of a) iii) and b) iii) in any one Period of Insurance of £25,000

### 4 Virus or Similar Mechanism, Hacking or Denial of Service Attack

- a) Damage to any Computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data or any part thereof whether tangible or intangible including but without limitation any information or programs or software and whether the property is insured or not where such Damage is caused by Virus or Similar Mechanism or Hacking or Denial of Service Attack
- b) Consequential Loss directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking or Denial of Service Attack

but this will not exclude Damage or Consequential Loss which results from Covers 1 to 13 inclusive applicable to Sections A and B hereby insured but excluding the acts of malicious persons which do not involve physical force or violence.

### 5 Terrorism

Loss, destruction or Damage or Consequential Loss arising from any Act of Terrorism (as defined elsewhere in this Policy) unless otherwise insured under this Policy.

### 6 Communicable Disease

Any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

A Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and

- b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
- c) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

## Terrorism Cover applicable to Sections A and B

The following Terrorism Cover applies to Sections A and B.

It is warranted that the under-mentioned particulars are identical to the corresponding particulars detailed in Sections A and B.

### Definitions Applicable to Terrorism Cover

#### Act of Terrorism

An act or series of acts, involving the use of force or violence, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

For the avoidance of doubt an Act of Terrorism shall include an Act of Sabotage for such purposes.

#### Act of Sabotage

A subversive act or series of such acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

### The Cover

The Insurers will by this Terrorism Cover provide cover for:

- i) in respect of Section A Damage; and
- ii) in respect of Section B Consequential Loss or Damage

proximately caused by such Act of Terrorism in so far and to the extent that it is insured under this Policy.

This Policy will not cover:

- 1) Damage, or Consequential Loss or damage arising directly or indirectly from nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination, however caused.
- 2) Damage, or Consequential Loss or damage occasioned directly or indirectly by war, invasion or warlike operations (whether war be declared or not), hostile acts of sovereign or government entities, civil war, rebellion, revolution, insurrection, military or usurped power or martial law. For the avoidance of doubt, the fact that an Act of Terrorism is committed by an agent of the sovereign or government entity operating covertly and not in

connection with any operation of armed forces or where the Act of Terrorism is funded by a sovereign or government entity, will not of itself give rise to the application of this war exclusion.

- 3) Damage, or Consequential Loss caused by or consisting of confiscation, requisition, detention, seizure, legal or illegal occupation, embargo, quarantine, acts of contraband or illegal transportation or illegal trade or any result of any order of public or government authority which deprives the Insured of the use or value of the property.
- 4) a) Damage, or Consequential Loss arising directly or indirectly from a chemical or biological release or exposure of any kind;  
b) Damage, or Consequential Loss directly or indirectly arising from or in consequence of the seepage and/or discharge of pollutants or contaminants including but not limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment.
- 5) Damage, or Consequential Loss caused by attacks by electronic means including computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon. This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.
- 6) Damage, or Consequential Loss caused by malicious damage, strikes, riots or civil commotion unless Damage is caused directly by an Act of Terrorism.
- 7) Loss or increased cost as a result of threat or hoax.
- 8) Damage or Consequential Loss caused by cessation, fluctuation or variation in or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service.
- 9) a) land or land values, soil, air or water, except land improvements consisting of landscaped gardens, sporting pitches and fields, at the Insured Location, should the values be declared and agreed by Insurers but not including any fill or land beneath such property.  
b) aircraft or any other aerial device, or watercraft. However, this exclusion does not apply to spare parts, materials or aircraft engines for

installation or repair, but not yet a part of the aircraft or aircraft engines attached to aircraft for the purpose of transit and not connected to any power and/or fuel source if such property is insured under the Linked Policy.

- c) any land conveyance including vehicles, locomotives or rolling stock, other than whilst at the Location of Property Insured, at the time of its Damage.
  - d) animals, plants and living things of all types other than trees and plants which form part of landscaped areas at the Location of Property Insured, as shown in the Risk Details.
- 10) the Insurers' liability will not exceed the applicable Limit of Liability as stated in the Schedule.

# General Conditions

## 1 Arbitration

If the Insurers admit liability for a claim but there is a dispute as to the amount to be paid the dispute will be referred to a sole arbitrator. The arbitrator will be appointed jointly by the Insured and the Insurers in accordance with the law of England and Wales at the time of the dispute. Where there is disagreement, the arbitrator shall be appointed by the President of the Law Society of England and Wales. The seat of arbitration shall be England and the arbitral award shall be final and binding on the parties and there shall be no right of appeal or review to any other court or tribunal.

## 2 Cancellation

The Insurers may cancel this Policy or any section or part thereof by giving 14 days' notice in writing by special delivery mail to the Insured at the Insured's last known address and in such event the Insured will be entitled to a return of premium in respect of the unexpired portion of the Period of Insurance.

If the Insured has taken out this Policy for purposes which are wholly or mainly unrelated to their trade, business or profession, the Insured may cancel this Policy within 14 days of receiving the Policy or renewal notice by writing to the Insurers and in such event the Insured will be entitled to a return of premium in respect of the unexpired portion of the Period of Insurance.

## 3 Change in circumstances

The Insured must notify the Insurers as soon as possible during the Period of Insurance if there is any change in circumstances or to the material facts previously disclosed by the Insured to the Insurers or stated as material facts by the Insurers to the Insured which increases the risk of accident, injury, loss, damage or liability.

Upon notification of any such change the Insurers will be entitled to vary the premium and terms for the rest of the Period of Insurance. If the changes make the risk unacceptable to the Insurers then the Insurers are under no obligation to agree to make them and may no longer be able to provide the Insured with cover.

If the Insured does not notify the Insurers of any such change the Insurer may exercise one or more of the options described in clauses c) i), ii) and iii) of the Fair Presentation of the Risk Condition but only with effect from the date of the change in circumstances or material facts.

## 4 Claims Procedure

- a) On the happening of any event which could give rise to a claim insured under this Policy or on receiving verbal or written notice of any claim insured under this the Insured will:
  - i) as soon as reasonably possible give notice to the Insurers
  - ii) as soon as reasonably possible notify the police in respect of any loss or Damage by theft or attempted theft or by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances and malicious persons
  - iii) as soon as reasonably possible forward to the Insurers any writ or summons issued against the Insured by a third party
  - iv) take action to minimise the loss or Damage and to avoid interruption or interference with the Business and to prevent further Damage or injury
  - v) at their own expense and within 60 days of any loss or Damage, interruption or interference with the Business supply full details of the claim in writing to the Insurers together with any evidence and information that may be reasonably required by the Insurers for the purpose of investigating or verifying the claim and if demanded a statutory declaration of the truth of the claim and any matters connected therewith.
- b) No settlement, admission of liability, payment or promise of payment will be made to a third party without the consent of the Insurers.
- c) In the event that Insurers make a successful recovery from a third party in relation to a settled claim the benefit of that recovery will be applied in the following order:
  - i) To reimburse the Excess paid by the Insured
  - ii) The balance to be applied to reimburse the claim payment or part thereof made by Insurers
- d) Where Insurers have made a claim settlement under this or previous policies and those proceeds have not been used by the Insured to reinstate the Property Insured or repair the Damage sustained, the Insurers reserve the right to decline future claims at the same Premises in part or in full.

## 5 Contribution

If in the event of a loss, Damage or liability under this Policy there is in force any other insurance providing cover against such claim:

- a) the liability of the Insurers will be limited to its rateable proportion of such claims

## 6 Fair presentation of the risk

- a) At inception and renewal of this Policy and also whenever changes are made to it at the Insured's request the Insured must:
  - i) where the Insured has taken out this Policy for purposes which are wholly or mainly related to their trade, business or profession, disclose to the Insurers all material facts in a clear and accessible manner and not misrepresent any material facts, and
  - ii) where the Insured has taken out this Policy for purposes which are wholly or mainly unrelated to their trade, business or profession, take reasonable care not to misrepresent any material facts.
- b) If the Insured does not comply with clause a) of this General Condition the Insurers may:
  - i) avoid this Policy which means that the Insurers will treat it as if it had never existed and refuse all claims where any non-disclosure or misrepresentation by the Insured is proven by the Insurer to be deliberate or reckless in which case the Insurers will not return the premium paid by the Insured; and
  - ii) recover from the Insured any amount the Insurers have already paid for any claims including costs or expenses the Insurers have incurred.
- c) If the Insured does not comply with clause a) of this General Condition and the non-disclosure or misrepresentation is not deliberate or reckless this Policy may be affected in one or more of the following ways depending on what the Insurers would have done if the Insurers had known about the facts which the Insured failed to disclose or misrepresented:
  - i) if the Insurers would not have provided the Insured with any cover the Insurers will have the option to:
    - 1) avoid the Policy which means that the Insurers will treat it as if it had never existed and repay the premium paid; and
    - 2) recover from the Insured any amount the Insurers have already paid for any claims including costs or expenses the Insurers have incurred
  - ii) if the Insurers would have applied different terms to the cover the Insurers will have the option to treat this Policy as if those different terms apply. The Insurers may recover any

payments made by the Insurers on claims which have already been paid to the extent that such claims would not have been payable had such additional terms been applied

- iii) if the Insurers would have charged the Insured a higher premium for providing the cover the Insurers will charge the Insured the additional premium which the Insured must pay in full.
- d) Where this Policy provides cover for any person other than the Insured and that person would if they had taken out such cover in their own name have done so for purposes wholly or mainly unconnected with their trade, business or profession the Insurers will not invoke the remedies which might otherwise have been available to the Insurers under this General Condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular insured person other than the Insured.

Provided always that if the person concerned or the Insured acting on their behalf makes a careless misrepresentation of fact the Insurers may invoke the remedies available to them under this General Condition as against that particular person as if a separate insurance contract had been issued to them leaving the remainder of the Policy unaffected.

## 7 Fraudulent claims

If the Insured or anyone acting on its behalf:

- a) makes a fraudulent or exaggerated claim under this Policy; or
- b) uses fraudulent means or devices including the submission of false or forged documents in support of a claim whether or not the claim is itself genuine; or
- c) makes a false statement in support of a claim whether or not the claim is itself genuine; or
- d) submits a claim under this Policy for loss or Damage which the Insured or anyone acting on the Insured's behalf or in connivance with the Insured deliberately caused; or
- e) realises after submitting what the Insured reasonably believed was a genuine claim under this Policy and then fails to tell the Insurers that the Insured has not suffered any loss or Damage; or
- f) suppresses information which the Insured knows would otherwise enable the Insurers to refuse to pay a claim under this Policy

the Insurers will be entitled to refuse to pay the whole of the claim and recover any sums that the Insurers have already paid in respect of the claim.

The Insurers may also notify the Insured that they will be treating this Policy as having terminated with effect from the date of any of the acts or omissions set out in clauses a) to f) of this condition.

If the Insurers terminate this Policy under this condition they may refuse all liability to the Insured under this contract in respect of a relevant event occurring after the time of the fraudulent act and need not provide any refund of premium.

Treating the Policy as having been terminated under this condition does not affect the rights and obligations of the Insurers and the Insured with respect to a relevant event occurring before the time of the fraudulent act.

“Relevant event” under this condition refers to whatever gives rise to the Insurer’s liability under the Policy (and includes, for example, the occurrence of a loss, the making of a claim, or the notification of a potential claim).

If any fraud is perpetrated by or on behalf of an insured person and not on behalf of the Insured this condition should be read as if it applies only to that insured person’s claim and references to this Policy should be read as if they were references to the cover effected for that person alone and not to the Policy as a whole.

## 8 Insurers’ Rights

The Insurers will:

- a) be entitled to take over the defence or settlement of any claim made upon the Insured by any other party and the Insured will give all assistance as may be reasonably required by the Insurers
- b) have the right to enter the Premises where the loss or Damage has occurred and to keep possession of any of the Property Insured and to deal with the salvage in a reasonable manner but the Insured will not be entitled to abandon any property to the Insurers
- c) be entitled to take benefit of any rights of the Insured against any other party before or after the Insured has received indemnification under this Policy and the Insured will give all assistance as may be reasonably required by the Insurers
- d) at their option indemnify the Insured by payment, reinstatement, replacement or repair in respect of any property lost or damaged or part thereof. If the Insurers elect to reinstate or replace any property they will not be bound to reinstate or replace exactly or completely but only as circumstances permit and in reasonably sufficient manner and will not in any case be bound to expend in respect of any one of the Property Insured more than the Limit of Liability thereon.

## 9 Joint Insured

Any party insured under this insurance standing in the relation of parent company, subsidiary company, associated company, branch office or joint venture partner of the Insured stated in the Schedule will be deemed to be joint insured for the purposes of this Policy and forfeiture of indemnity under this Policy arising from any fraudulent act, misrepresentation, non disclosure or other breach of Policy terms or conditions by one of the said insured parties will result in forfeiture of indemnity for all of the said insured parties.

## 10 Reasonable Care

The Insured will take all reasonable steps to:

- a) protect the Property Insured
- b) comply with statutory enactments, bye-Laws and any other obligations and regulations imposed by any authority
- c) employ only competent Employees
- d) prevent accidents
- e) maintain all ways, works machinery and plant in sound condition.

In the event of the discovery of any defect or danger the Insured will forthwith cause such defect or danger to be made good or remedied and in the meantime will cause such additional precautions to be taken as the circumstances may require.

## 11 Sanctions

Notwithstanding any other terms of this Policy the Insurers will be deemed not to provide cover nor will the Insurers make any payment or provide any service or benefit to the Insured or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of the Insured would violate any applicable trade or economic sanctions law or regulation.

## 12 Cut Through

Where Insurers have exercised their right to reinsure any and/or all of its liability to the Insured under this Policy the Insured shall be entitled to enforce performance of said reinsurance directly with the Company’s reinsurer(s).

## 13 Jurisdiction and Governing Law

All questions, disputes, claims, causes of action or proceedings arising out of in connection with this Policy, including those as to its validity, existence, formation or termination, shall be subject to the laws of England and Wales. Save for matters subject to General Condition 1,

the English Courts alone shall have exclusive jurisdiction to determine any dispute arising out of or in connection with this Policy.

## Claims Appeals Procedure

The following procedure should be followed in the event that the Insured is not satisfied with the handling of a claim under this Policy:

- a) Where a loss adjuster has been instructed and where possible and appropriate the issue has been raised with the loss adjuster (either by the Insured or by CIS Ltd on behalf of the Insured) and the Insured remains unhappy with the proposed outcome then the first stage of escalation is to email the loss adjusting company centrally ([glasgow@uk.sedgwick.com](mailto:glasgow@uk.sedgwick.com)) where the matter will be reviewed by the Insurers' Relationship Manager within Sedgwick. The email should request that the Insured's concerns are raised with Insurers.
- b) If the Insured remains unhappy following that review, or where such a review is not possible or appropriate, or for claims in respect of which a loss adjuster has not been instructed, the Insured can request that the matter is considered by the Insurers' Claims Committee.
- c) In the event that resolution has still not been reached the Insured may contact the Chairman of the Insurers at the following address:

The Chairman, The Catholic National Mutual Limited,  
Level 5, Mill Court, La Charroterie, St Peter Port,  
Guernsey GY1 1EJ

The Insured may have the right to refer the ultimate appeal outcome to the Channel Islands Financial Ombudsman Service

### Postal address

Channel Islands Financial Ombudsman Service  
PO Box 114  
Jersey  
JE4 9RG

### Email

[complaints@ci-fo.org](mailto:complaints@ci-fo.org)