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Welcome to the Catholic Insurance Service Ltd.'s insurance scheme. Our insurance scheme is designed specifically for Catholic dioceses and religious organisations to provide you with a high quality, cost effective and comprehensive solution to your insurance needs.

Our mission is to provide protection, support and peace of mind to Catholic dioceses and religious congregations, and to other third sector organisations, through the provision of high quality, comprehensive and cost-effective insurance and risk management service.

This document is intended to provide you with a summary of the cover and main features of the CIS Scheme insurance policies and is valid for the policy year 29th September 2023 to 28th September 2024. It does not detail every aspect of the cover or specify all the limits, conditions and exclusions which apply under the scheme policies. If you have any queries about any aspect of your insurances, please contact us.

This summary should be used as a handy reference guide only. For a full understanding of your cover, please refer to your policy documents.

#### **About Us**

We are a company registered in England (no. 04493403) and are authorised and regulated by the Financial Conduct Authority (no. 771050). We are permitted to arrange; advise on; deal as an agent of insurers and assist in claims handling in respect of non-investment insurance policies on behalf of customers.

You can check these details online using the Financial Services Register at https://register.fca.org.uk or by contacting the Financial Conduct Authority Consumer Helpline on 0800 111 6768.

Our usual business hours are Monday to Friday, 9am to 5pm. You can contact us by:

phone: 01296 422030

post: Suite 5, Oxford House, Oxford Road, Thame, Oxon, OX9 2AH

email: enquiries@catholicinsuranceservice.co.uk



# **Property Insurance**

The Scheme Property Insurance is provided by the Catholic National Mutual Ltd. Where no specific limit is stated below, the maximum policy limit of £100,000,000 will apply.

#### **Conditions Precedent to any Liability**

You must be able to evidence your compliance with these conditions or any claims arising may be declined by insurers.

	Condition Precedent
Electrical Inspections	It is a Condition Precedent that an electrical inspection is carried out at least every 5 years 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 that you obtain an Electrical Installation Condition Report/Safety Record or equivalent following each inspection which evidences that the electrical installation is safe for continued use.
	In the event of an electrical fire, if evidence of compliance with this condition can't be provided, the claim will be declined.
Flat Roofs &	It is a Condition Precedent that:
Gutters	1. All flat roofs are inspected at least every 3 years by someone who has relevant knowledge and experience to ensure that they remain in acceptable condition and that any issues identified are repaired; and
	2. All gutters are cleared at least annually.
	Records of all roof and gutter inspections and repairs should be retained and made available to insurers if requested in the event of a claim.
	Claims for any property damage caused by the poor condition of a roof or by blocked gutters where you cannot evidence compliance with these conditions will be declined.

#### Public Liability Requirements for Contractors

Before a contractor begins work\* the insured must obtain evidence of the contractor's Public Liability insurance cover and ensure that it meets insurers' requirements for the work to be undertaken:

"Dangerous Work" is classified by insurers as that which involves working on roofs, working on utilities (gas/electric/water), or the application of heat. Such Dangerous Work must be carried out by contractors who have the necessary skills and experience and who hold Public Liability insurance with a minimum limit of £5 million.

Where work involves the application of heat ("hot work", e.g., use of blow torches) the contractor must also provide their Method Statement, Risk Assessment and evidence that their Public Liability insurance covers hot work.

Contractors undertaking any works or repairs which do not involve "Dangerous Work" must hold Public Liability insurance with a minimum limit of £1 million.

In the event that property damage is caused by contractors or their work, failure to evidence compliance with this condition will result in your claim being declined.

\* this condition will not apply in respect of emergency works where there is insufficient time to obtain written confirmation, but in such cases verbal confirmation must be obtained.

#### Security Requirements

It is a Condition Precedent that any security devices installed at buildings that are the insured's responsibility are kept in good order and are used when the buildings are closed. This Condition does not require locks to be fitted unless specifically advised by insurers.

Claims for, e.g., theft or arson will be declined if access to a building is gained when a building is closed but security devices (e.g. locks, alarms) were not used.

# Unoccupied Buildings ("UOB")

It is a Condition Precedent that you declare all UOBs to insurers within 90 days of each property becoming unoccupied, and provide insurers with all information required for a decision on cover to be made.

If a declaration is not made and all supporting information submitted within the 90-day period, all cover for the building and contents will cease at midnight on the 90th day of unoccupancy and Insurers will decline any claim which may arise regardless of the cause or nature of the loss.

The cover available for unoccupied buildings varies depending upon the condition of the property, the plans for the future use of the property and the security arrangements. Cover will be determined by insurers on a case-by-case basis. The cover granted by insurers is subject to compliance with any UOB Warranties imposed by insurers.

Unless full cover is granted, cover for unoccupied buildings is limited to £1,000,000. Where a building has a reinstatement value exceeding £1,000,000 you should consider whether steps should be taken to keep the building occupied, such as letting the property, rather than allowing the building to become unoccupied.

### Significant Exclusions, Limits, and Excesses

This section provides a summary of the other property policy exclusions, limits, and excesses.

What Is Insured	Significant exclusions, limits & excesses	
Explosion, aircraft	No excess applicable	
Fire	Excess nil, except where, if required under the relevant legislation, a suitable and sufficient Fire Risk Assessment hasn't been undertaken at least every 5 years, reviewed annually and all recommended actions completed. In such circumstances £5,000.	
Storm, flood, escape of water, malicious damage, earthquake, riot, impact, subterranean fire, sprinkler leakage	Excess - £300	
Impact (third party only)	Franchise - £300	
	The Franchise will apply in the same way as an excess for claims under £300, but no deduction is made by insurers for claims exceeding £300.	
Accidental damage, theft, theft	Limit - £10,000,000 each Occurrence	
of metal or attempted theft	Excess - £300	
	(£100 for personal effects or presbytery contents)	
	Significant exclusions: Losses solely attributable to a change in the water table level or changes in temperature, frost, any gradually operating cause deterioration, wear and tear, latent defect or its own faulty or defective design or workmanship, corrosion, rust, wet or dry rot, insects or vermin, mechanical or electrical breakdown of a machine or apparatus.	
First repeated theft of metal where no SmartWater or signage	Excess - £500	Limit - £10,000,000
Second & any subsequent thefts of metal where no SmartWater or signage	Excess - £1,000	Limit - £10,000,000

Loss or damage occasioned by or happening through or in consequence directly or indirectly of terrorism to:  • schools insured entirely by CNM  • all other properties	No excess applicable  Limits each Occurrence and in the aggregate, subject to an overall aggregate of £1,000,000 per insured: £250,000  £1,000,000
Subsidence or ground heave of any part of the site on which the property insured stands or landslip	Excess – 20% of loss (min. £5,000/max. £20,000)  Limit - £10,000,000 each Occurrence  Exclusions: damage due to normal settlement or bedding of new structures, building works, coastal or river erosion, damage which originated prior to the Inception of the Policy, or for land where the Insured Building is not damaged.

### **Extensions of Cover**

What Is Insured	Excesses and Limits (unless otherwise declared &	agreed by insurers)
Personal Possessions		
Contents and possessions of resident clergy in accommodation insured by CNM including priests from outside the organisation who have been appointed to a position within the organisation for a period of six months or more.	Excess - £100	Limit - £30,000
Contents and possessions of priests resident in third party accommodation	Excess - £100	Limit - £5,000
Supply clergy effects (resident for under 6 months)	Excess - £100	Limit - £5,000
Resident migrant volunteers' effects	Excess - £100	Limit - £2,000
Resident employees' effects	Excess - £100	Limit - £2,000
Seminarians' effects	Excess - £100	Limit - £5,000
Effects belonging to residents in care homes	Excess - £100	Limit - £2,000
Non-resident employees' effects	Excess - £100	Limit - £1,000
Resident clergy and seminarians effects stored in property not insured under the policy	Excess - £100	Limit - £500
Refugee Effects and money	Excess - £100	Limit - £2,000
No cover for personal possessions is provided if there is another insurance policy in place covering the possessions.	Cover for personal mor of all those listed to £5	ney is limited in respect 00

What Is Insured	Excesses and Limits (unless otherwise declared & agreed by insurers)
Contents Items (including Valuables)	
Ecclesiastical Regalia and Insignia	Excess - £0 or £300 Limit - £10,000
Any One Organ	Excess - £0 or £300 Limit - £25,000
Any One Contents Item	Excess - £0 or £300 Limit - £10,000
Papers	Excess - £0 or £300 Limit - £10,000
These limits can be extended by insurers if declared to them, up to a value of £250,000 in respect of Regalia & Insignia.	The insured must have a third party valuation from a suitable expert in support of the value of the items
Money	
Money in a locked safe or strong-room or being monitored/counted by Church Officials	Limit - £5,000 (£10,000 for seasonal events)
Money in a locked gaming machine with evidence of forced entry to the machine	Limit - £3,500 across all gaming machines in the Premises
Money in transit by a Church Official or security company	Excess - £100 Limit - £5,000 (if Money exceeds £3,500 it must be accompanied either by a security company or at least two able bodied Church Officials)
Personal Money	Limit - £500
Non-negotiable Money	Limit - £50,000
Employee Dishonesty	
Loss of Money or goods belonging to or held in	Excess - £300
trust by the Insured caused directly as a result of any act of fraud or dishonesty by any member	Limit - £50,000, and £100,000 in the aggregate
of the Clergy, Employee or Volunteer relating to their duties and activities on behalf of the Insured	Limit increased to £100,000 each Occurrence subject to an aggregate limit of £200,000 provided:
	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.

	Excesses and Limits
What Is Insured	(unless otherwise declared & agreed by insurers)
Contract All Risks	
Damage or Consequential Loss in respect	Excess - £0 or £300 depending on cause
of property or structures in the course of	Cover is excluded:
refurbishment or extensions to existing property and materials or supplies to the extent which you have contracted to arrange cover.	a) where Insurers were not already providing cover for the existing structure on a 100% basis prior to the commencement of the works;
Automatic cover where the contract value	b) where more specific insurance is in force;
including fees, excluding VAT, is less than £250,000.	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.
	Applications considered 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.
Business Interruption	No excess applicable
Rent Receivable	£120,000 for interruption up to 36 months
Additional increase in Cost of Working	£510,000 for interruption up to 36 months
Insured Gross Profit/Gross Revenue	£510,000 for interruption up to 36 months
Restrictions on Use of Premises	£25,000 for interruption up to 3 months
Legionellosis	£5,000 for interruption up to 3 months
Managing Agents	£5,000 for interruption up to 3 months
Unlawful Occupation	£5,000 for interruption up to 3 months
Prevention of Access	£5,000 for interruption up to 3 months
Public Utilities	£5,000 for interruption up to 3 months
Unoccupied Buildings	
Are subject to the Condition Precedent above.	Excess - £500 depending on cause Limit - £1,000,000
	Cover is excluded for:
	Repeated acts of arson and vandalism at Unoccupied Buildings

What Is Insured	Excesses and Limits (unless otherwise declared &	agreed by insurers)
Legal Expenses		
Insurers will pay legal costs incurred in obtaining preliminarily advice on your prospects of successfully pursuing or defending:  • Property disputes, • Disputes with tenants, • Contract disputes  Where prospects of success exceed 50% insurers will also cover the cost of preparing an initial letter before action or a response to a letter before action.  It is a requirement that insurers permission must be secured before incurring any legal fees.	Limit £50,000 per Occu aggregate  Contract disputes not e exceeding £25,000,000	exceeding £1,000, and
Miscellaneous		
Trace and Access	Excess - £300	Limit - £10,000
Replacement of Keys/Resetting of Digital Locks	Excess - £100	Limit - £2,500
Fly Tipping	Excess - £300	Limit - £10,000
Tree Felling or Lopping	Excess - £300	Limit - £5000
Unauthorised use of Electricity, Gas, Oil, Water or Telecommunications	Excess - £300	Limit - £5,000
Airtime Abuse	Excess - £300	Limit - £1,000
Telephonic Fraud	Excess - £300	Limit - £5,000
Impact Damage from Insured Property to Cars of Clergy, Employees, Paying Visitors or those Parked under licence	Excess - £100	Limit - £10,000
Equipment Hired Under Contract for Events	Excess - £300	Limit - £10,000 per event
Completion of Voluntary Work	Excess - £300	Limit - £1,000 per event
Repatriation of Migrant Clergy Remains	Excess - £300	Limit - £5,000
Headstones and Monuments	Excess - £300	Limit - £5,000
	(where the owners can	not be traced)

What Is Insured	Excesses and Limits (unless otherwise declared &	agreed by insurers)
Fraudulent Demands	Excess - £300	Limit - £5,000
	(Limit increases to £50, of a change of bank det by telephone with the u	tails has been verified
Fraudulent use of Debit/Credit cards	Excess - £100	Limit - £1,000
Contents of freezer	Excess - £100 or £300	Limit - £1,000



# Personal Accident

Personal Accident cover is provided under two of the Scheme insurance policies, the Catholic National Mutual Ltd policy which is summarised below, and the Travel policy which is summarised on page 23.

Which policy responds to any claims will depend upon the individual circumstances of the claim. The CNM policy summarised below covers any Clergy, Employees or Volunteers of the Insured whilst acting on Insured business between the ages of 16 and 75 years old.

What Is Insured	Significant exclusions, limits & excesses
Personal Accident	No excess applicable
<ul> <li>If while engaged in the Insured's Business any person sustains Bodily Injury arising from:</li> <li>malicious attack or assault;</li> <li>another person stealing or attempting to steal money insured by this policy</li> <li>or as a result of an accident in the course of the persons duties in the Insured's Business</li> <li>the following benefits will apply:</li> </ul>	<ul> <li>Provided that:</li> <li>The benefit will only be payable provided death or loss occurs or disablement commences within 12 months of the date of injury;</li> <li>The Insurers will not be liable to pay more than one benefit in respect of the same accident - If retired from active ministry or full-time occupation, only Benefits 1, 2 and 3 will apply and for a reduced benefit of £10,000</li> </ul>
Benefits	Limits
1. Death	Benefit 1 - £20,000
2. Loss of Limb(s) and/or Loss of Eye(s)	Benefit 2 - £20,000
3. Permanent total inability to attend to the Assured's Usual Occupation or business	Benefit 3 - £20,000
4. Temporary total inability to attend to Usual Occupation or business	Benefit 4 - £100 per week (exc. first 2 weeks & max. 104 weeks)
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	Benefit 5 - £60 per mass (max. £5,000 in respect of any one Assured)
6. Damage to personal effects or clothing	Benefit 6 - £500



# Liability Insurance

The CIS Scheme Liability Insurance is provided by Protector Insurance & others under a Combined Liability policy. The policies cover the organisation and any subsidiaries which have been declared to insurers. If you need to confirm details of

the subsidiaries that have been declared, please contact us.

It is possible that legal action could be taken against individuals acting on behalf of an insured organisation as well as or instead of the organisation itself. Where individuals are engaged in authorised activities on behalf of your organisation, the policies will protect those individuals in the same way as if the claim had been made against the organisation (sometimes only at the specific request of the Insured and agreement by the Insurer).

#### **Accident Notification**

Protector require you to notify them of all incidents which occur on or after 29th September 2020 and are reported to the Health & Safety Executive under the RIDDOR regulations. Please ensure that those responsible for RIDDOR reporting within the organisation are aware of this requirement and that copies of all RIDDOR reports are sent to CIS as soon as possible after the report has been submitted.

#### What Is Covered

#### **Employers' Liability**

Provides you with insurance cover in respect of claims for compensation made against you by employees including volunteers who sustain an injury or disease in the course of their work or authorised activities for you.

#### Significant extensions

Legal costs, including costs and expenses arising from criminal charges brought under the

- Health and Safety at Work etc. Act 1974 -£2m
- Corporate Manslaughter and Corporate Homicide Act 2007 - £5m

provided the insurer have a financial interest in the outcome of those criminal charges in the form of an actual or anticipated attending civil liability claim.

#### Significant exclusions, limits & excesses

£20m per event (£5m for acts of terrorism or arising directly or indirectly from Asbestos)

Remember to display a valid Employers' Liability Certificate at your premises

Employers are only covered if Employer's Reference Numbers (ERNs) are declared to insurers, this includes where employment within the diocese is not centralised and Clergy and Parishes employ people.

Motor risks

Work offshore

#### What Is Covered

#### Significant exclusions, limits & excesses

#### **Public Liability**

Provides cover for claims for compensation made by members of the public or other third parties who sustain injury, disease or damage to property caused by you.

The policy provides cover for all your usual activities regardless of whether they take place on your premises or elsewhere including temporarily overseas.

Parish groups are covered under the policy, but should follow all relevant policies and procedures, such as H&S and safeguarding.

#### Significant extensions

Legal costs, including costs and expenses arising from criminal charges brought under the:

- Health & Safety at Work etc. Act 1974
- Food Safety Act 1990
- Consumer Protection Act 1987
- Corporate Manslaughter and Corporate Homicide Act 2007
- Libel and Slander £500,000
- General Data Protection Regulation
- Treatment Risk in respect of claims
  resulting from the provision of general
  healthcare advice, administration of
  non-prescription treatments or drugs
  or the administration of treatment or
  drugs prescribed by a treating physician,
  emergency first aid, and the general care of
  a patient by nursing staff or care workers
  employed by or volunteering for you
- Financial Loss £1m for claims made against you by third parties who have suffered a financial loss as a result of your activities.

£50m per event (Pollution is in the annual aggregate)

Terrorism £20m per event

Abuse £20m per event

Radioactive contamination; War risks; damage to property being worked upon; ships, aircraft & vehicles; deliberate acts or omissions; pollution not arising from a sudden and unforeseen incident

Limit £20m for temporary trips to Russia and Belarus.

Claims made in respect of Communicable Disease (Covid-19)

#### Fines or penalties

- Limit £2m
- Limit £2m
- Limit £2m
- Limit £5m where the insurer has a financial interest in the outcome of criminal charges in the form of an actual or anticipated civil liability claim.
- Limit £500,000
- Limit £10m
- Limit £20m per event

Cover for the actions of any surgeon, physician, doctor, dentist or midwife acting in their professional capacity is excluded.

#### Limit £1m

Contractual liabilities; products risks; professional advice or negligence risks; fraud, dishonest acts; fines or penalties.

What Is Covered	Significant exclusions, limits & excesses
<ul> <li>Motor Contingent Liability - in respect of claims for compensation which result from an employee's use of motor vehicles which you do not own or supply but which are used for the purposes of your activities.</li> <li>Indemnity to Hirer - provides some cover for third parties who hire your premises. This is a contingent cover meaning it is only available with your agreement and provided no other insurance is in force.</li> </ul>	<ol> <li>We strongly recommend that:</li> <li>A hiring agreement is put in place which includes indemnity clauses (including with schools).</li> <li>Third parties arrange their own insurance.</li> <li>Where possible insurance cover includes Covid-19.</li> </ol>
Products Liability  Provides cover against claims for compensation made by members of the public or other third parties as a result of loss or injury caused by any product supplied by you.	£50m per event (in the annual aggregate) Radioactive contamination; War risks; Aircraft products; Deliberate acts or omissions; Contractual liability for financial loss; pollution not arising from a sudden and unforeseen incident Products knowingly exported to North America Claims made in respect of Communicable Disease (Covid-19)
Professional Indemnity  Provides cover for damages, costs and expenses resulting from claims for breach of professional duty due to negligent acts or accidental errors or omissions committed by you in the provision of services.  Includes cover for your liabilities arising from the provision of Pastoral Counselling.	£5,000,000 in total all events  Claims covered by another policy; contractual penalties or liquidated damages; claims arising out of a failure of a system, claims arising out of activities regulated by the FCA or equivalent authority or any advice or service relating to financing or investment for any project, scheme or venture provided for a fee.  Claims made in respect of Communicable Disease (Covid-19)
School Governors  Provides cover for claims arising out of your provision of any school governance services.	£1m in total all events Claims made in respect of Communicable Disease (Covid-19)
Charitable Trustees' Indemnity  Provides cover for claims made against the Trustees for maladministration.  Significant extension  Corporate Liability – provides cover for claims made against the insured entity for any insured legal liability	£5m in total all events Claims covered by another policy; intentionally dishonest or fraudulent act or omission or any willful violation of any statute, regulation or law; breach of professional duty; fines/ penalties/ punitive & exemplary damages; claims arising out of the failure of a system. Conduct, Professional negligence and contractual liability Claims made in respect of Communicable Disease (Covid-19)



# Legal Expenses Insurance

The CIS Scheme Legal Expenses Insurance is provided by Markel Legal Expenses Insurance. This policy is a 'claims made' insurance policy, which provides cover for claims notified to insurers during the policy period only.

#### The Legal Expenses insurers provide:

- an Advisory Service offering general legal advice on a range of issues including tax and other commercial matters; and
- a Counselling Service available to your clergy and employees 24 hours a day, 365 days a year.
   Access to these services is available by calling 0330 058 0960 and choosing the appropriate option.

In many cases, advice from insurers' Advisory Service may help to avoid legal action. However, the Legal Expenses Insurance cover is summarised below and, subject to the policy terms and conditions, will meet your legal costs in pursuing or defending a variety of legal actions.

editations, will meet your regar costs in parsaing or determing a variety of regar actions.		
What Is Covered	Significant exclusions, limits & excesses	
Jury Service Allowance	£1,000 per claim	
Witness Attendance Allowance	Expert Witnesses, salaries/wages, or costs which could be claimed from a prosecuting authority	
Fees For Intervention ('FFI') and representation resulting from a H&S Investigation	£5,000 per claim	
Interview under caution	£2,500 per claim	
Discrimination defence	£25,000 per claims, £100,000 aggregate limit	
All other sections of cover	£150,000 per claim Aggregate limit £1,000,000 per Insured	
Territorial Limits	United Kingdom of Great Britain & Northern Ireland, Channel Islands and the Isle of Man.	
Excess	Applicable where you choose your own representative otherwise nil.	

What Is Covered	Significant exclusions, limits & excesses
Contract Disputes Legal Fees incurred as a result of:	<ul> <li>Any claim where your prospects of success are below 51% in a legal/tax case;</li> </ul>
	<ul> <li>Any costs incurred before insurers have consented to those costs;</li> </ul>
	Defence of civil proceedings arising from injury, loss/destruction of property, breach of professional duty or tortious liability (other than specified under the Property Disputes and Pension Trustee Defence sections).
	Claims more specifically covered under another insurance policy.
	<ul> <li>Contract disputes resulting from a breach or your professional duty;</li> </ul>
<ul> <li>disputes with suppliers and customers over a contract for the sale, hire or supply of</li> </ul>	<ul> <li>Disputes where the minimum sum in dispute does not exceed £1,000;</li> </ul>
goods or services provided Legal Expenses incurred in the pursuit of any claim or legal	<ul> <li>Contracts where the rights or liabilities are incurred through an agent;</li> </ul>
proceedings shall be limited to 75% of the amount in dispute;	Employment contracts;
Construction Contracts relating to repair and renovation of your property.	Disputes over guarantees or warranties;
	<ul> <li>Over Computer hardware, software, internet service and systems supplied to you tailored to your requirements;</li> </ul>
	As a result of a cyber act or incident;
	<ul> <li>Contracts relating to hire purchase, credit agreements, insurance, financial security and/or grants;</li> </ul>
	<ul> <li>Contracts for the use of your property or for the sale of land or buildings;</li> </ul>
	Construction Contracts where the Maximum Contract Project Value exceeds £150,000.

What Is Covered	Significant exclusions, limits & excesses
Criminal Defence	
Prosecution Defence  Legal fees for the Defence of criminal prosecutions upon receipt of a summons accusing you of a criminal offence.	Relating to Tax or applications made under the Proceeds or Crime Act.  Allegations of motoring offences, offences against the person, dishonesty or criminal damage.
Interview under Caution  Legal Fees for representation at a criminal interview under caution by the Police or a prosecuting authority.	Where you are required to immediately attend the police station for interview under caution.  Exclusions to all Criminal Defence cover:  For claims relating to injury, death or damage which are covered by another insurance policy.
H&S Investigations	
FFI and representation resulting from a H&S Investigation where there has been no accident or injury  Cover for legal representation and Fees For Intervention ('FFI') levied by the HSE to help you resolve potential H&S breaches.	<ul> <li>Cover for FFI and representation resulting from a H&amp;S Investigation is excluded where you:</li> <li>You have not complied with requests made by the HSE within any timescales set;</li> <li>Do not have an approved H&amp;S strategy in place;</li> <li>Have not carried out risk assessments at managed to interval:</li> </ul>
FFI and representation resulting from a H&S Investigation where there has been an accident or injury	<ul> <li>reasonable intervals;</li> <li>there has been a death, injury, or disease including psychiatric injury or stress which</li> </ul>
Cover for Fees For Intervention ('FFI') levied by the HSE to help you resolve potential H&S breaches.	are covered by another insurance policy yo hold, or are required to hold.

Jury Service Allowance

attend jury service.

To reimburse you for the amount that you are liable to pay employees or clergy when they

#### What Is Covered

#### Significant exclusions, limits & excesses

#### **Employment Defence**

#### **ACAS Early Conciliation**

Legal fees for representation in the ACAS Early Conciliation process

#### **Employment Status Disputes**

Legal fees for representation in cases deciding the employment status of a worker alleging to be an employee.

#### **Employment Defence**

Defence of disputes including Employment Tribunal responses, preparation for and representation at ET hearings or negotiating settlement with prospective employees, employees or ex-employees in respect of their contract of employment, or any related legislation and indemnity for basic and compensatory awards you are ordered to pay by a Tribunal, or compensation agreed by insurers in settlement of the dispute and Tribunal fees you are ordered to pay.

To give any dispute which arises the best chances of having prospects of success we strongly recommend that you take advice from the HR Helpline before you dismiss an employee or materially change any contracts of employment.

The HR helpline cost. Each organisation will be invoiced at a rate of £130 per hour (plus VAT) for the number of hours used.

Employment Tribunal hearings will not be covered unless you take advice from the HR Helpline before you suspend, dismiss, start a redundancy process or materially change any contracts of employment, when dealing with a grievance, or an appeal by an employee against action you are taking against them.

#### **Tax Protection**

Legal Fees for representation of your organisation in the event of either an aspect enquiry, full enquiry, an Employer Compliance dispute (p11d, P9d, PAYE or NIC affairs), a schedule 36 predispute request or a VAT Tribunal.

- There is no prospect of reducing your liabilities alleged by HMRC;
- Defence of a criminal prosecution or alleagations of tax avoidance;
- Where Corporation Tax and Income Tax Self Assessment Returns are submitted outside statutory time limits;
- Investigations by the HMRC's Fraud Investigation Service or Counter Avoidance Office;
- Disputes concerning the Minimum Wage or Living Wage;
- Costs associated with 'nudge letters' form HMRC.

#### What Is Covered

#### **Property Disputes**

Legal fees incurred to obtain damages or other legal remedy for:

- Trespass and Nuisance;
- Rights of access over your property;
- Alleged damage or nuisance to your property.
- Pursuing another for physical damage to your property.

#### Significant exclusions, limits & excesses

- If another party claim to own some or all of your property;
- If your rights have arisen through use or occupation of the property over time.

In connection with all property, landlord and tenant disputes:

- Damage to or loss or destruction of property insured elsewhere, or where you have failed to maintain suitable buildings and if needed contents insurance;
- A contract relating to your property (other than a tenancy agreement or title);
- If you will not suffer a financial loss or the value of your property will not be reduced if you fail to pursue or defend a claim;
- Planning or building regulations;
- Renewal of your tenancy agreement;
- Allegation of damage due to seepage, pollution or contamination.

#### **Disputes with Landlords and Tenants**

Legal fees incurred to obtain damages or other legal remedy for:

- Failure of either party to maintain or repair the property as required under the terms of the lease or tenancy;
- Pursuing or defending disputed dilapidations;
- Attempts by your landlord to end your Tenancy early;
- Eviction of your tenant, including exemployees on expiry of their tenancy.

- Payment of money owed to your landlord unless payment is withheld due to a failure to repair the property.
- Dilapidations unless a notice of dilapidations has been served on your tenant and an independent expert has undertaken valuations.
- Where you have not issued your tenant with enforceable statutory or contractual notices which require them to leave the property.

What Is Covered	Significant exclusions, limits & excesses
Data Protection	
Legal Fees incurred in the defence of claims arising out of an application or appeal under the Data Protection Act 2018 (Articles 168 and 169) and the General Data Protection Regulation (Section 82) and payment of compensation awards made against you.	Compensation if the party you are in dispute with has not suffered a financial loss.
<b>Enforcement Notices</b>	
Appeals against an improvement or prohibition notice issued by the HSE or Food Standards Agency.	
Licence Appeals	<ul> <li>Appeals arising from or connection with a change in the law or regulation;</li> </ul>
Costs to appeal against the suspension, revocation, imposed alteration of, or refusal to	<ul> <li>Costs incurred to comply with an order;</li> </ul>
renew a Statutory Licence required to conduct your business including by the Care Quality Commission.	Driving or property Licences;
	<ul> <li>Where you have failed to comply with recommendations or warning from your regulator.</li> </ul>
Disciplinary Hearings	Healthcare, medical or alternative therapy
Legal representation at a hearing held by a professional or regulatory body, where loss or registration or accreditation would stop you carrying out your activities.	registrations or accreditations.
Personal Injury	Where the case is or may be against you;
Legal costs incurred in the pursuit of claims for compensation following a personal injury suffered whilst carrying out business activities.	Where the injuries were suffered on your property.
Wrongful Arrest Defence	Allegations made by a worker or
Legal costs incurred in the defence of claims alleging wrongful arrest or malicious prosecution.	ex-worker
Pension Trustees' Defence	
Defending claims against you in your capacity as a trustee or director of a pension fund for the benefit of your employees.	

What Is Covered	Significant exclusions, limits & excesses
Charity Commission Investigations  Legal costs incurred representing you in investigations conducted by the Charity	<ul> <li>Suspension, revocation or alteration resulting directly or indirectly due to an Act of Parliament;</li> </ul>
Commission where loss of registration would stop you carrying out your business.	<ul> <li>Costs incurred to comply with a notice or order;</li> </ul>
Legal costs incurred in appealing the decision of the Charity Commission to revoke or suspend your charity registration.	Where you have failed to comply with recommendations or warnings from your regulator.
Discrimination Defence  Defending claims of discrimination against employees, clergy, director and /or partners arising from their conduct in carrying out your business activities.	Disputes with employees, clergy, interviewees/job applicants.



## Travel Insurance

The CIS Scheme Travel Insurance is arranged by Aon Underwriting Managers under a delegated authority on behalf of Insurers (Chubb European Group SE, Axis Speciality Europe SE).

The policy provides both **Travel** cover and **Personal Accident** cover for travellers.

#### Who Is Covered

- Any Clergy, (defined as any Priest; Permanent Deacon under 75 and in active ministry; Seminarian; Novice; Postulant or any other Professed Religious) of any insured organisation usually resident in the UK and their accompanying spouse and/or children
- Permanent Deacons aged 75 and over are only covered when travelling at the request of the diocese on diocesan or parish pilgrimage in Europe
- Any Insured Person 75 years or over travelling for less than 30 days, a £150 excess will apply to any claims made
- Any employee, executive director or trustee of any insured organisation usually resident in the UK and travelling on behalf of the insured organisation
- Seminarians of any insured organisation studying in Europe who have been declared to insurers
- Clergy of any insured organisation on a fixed term secondment who have been declared to insurers and completed a declaration form.

#### Who Is Not Covered

- Any persons on a Trip that have not been declared
- Any person under 75 travelling to the Canada, USA, or Caribbean for over 30 days.
- Any person travelling on the Business of another, including Clergy travelling as Cruise Ship Chaplains.
- Deacons who are 75 years or over, or not in active ministry are not covered under the PA/ Travel policy.
- Those 75 years or over during:
  - a) trips of 30 days or more in duration;
  - b) any trips to the Canada, USA, or Caribbean.
- Seminarians who are studying in Europe and have not been declared to insurers.

- Secondees who either:
  - have not been declared to insurers,
  - are 75 years or over; or
  - are on a secondment and have not completed a secondee declaration form.
  - are on Secondment in the USA, Canada or the Caribbean.
- Any spouse or child/ren travelling without the insured member of Clergy.
- Employees travelling for purposes other than the insured organisation's business
- The Insured Person engaging in active service in any of the armed forces of any nation

What is Covered: <u>Travel</u>	Benefit Amount
Cancellation, Curtailment, Change of Itinerary, Rearrangement or Replacement	£5,000 per Insured Person up to a limit of £15,000 per family trip
Provides cover for deposits, advance payments, additional accommodation and travel costs and other charges if an Insured Person is forced to cancel, curtail, change, rearrange or resume a trip as a direct result of any cause outside their control.	
Kidnap and Extortion and Hijack	£250,000 in respect of costs per Period of
Cover is applicable upon notification of an emergency to AonProtect Assistance for Kidnap and Extortion.	Insurance
Legal Expenses	£50,000 any One Claim
Cover for Legal Expenses and Travel and Accommodation Expenses to attend court.	
Medical and other expenses	Unlimited
Cover is conditional upon notification to Aonprotect Worldwide Emergency Assistance.	
If an Insured Person falls ill or sustains Bodily Injury whilst on a Journey outside of their Country of Residence, the policy provides Medical Expenses, cover for Hospital Confinement, Supplementary Travel, Childcare and Accommodation Expenses, Repatriation Expenses, On-going treatment as an in-patient following repatriation, Search & Rescue Expenses and Repatriation of Mortal Remains or Funeral Expenses.	

What is Covered: <u>Travel</u>	Benefit Amount
Money	£500
Cover for loss of money (including cash, postal orders, travellers' cheques and tickets); rental vehicle excess; Financial Card misuse (either fraudulent or coerced) and replacement of travel documents.	(higher limits are available but may be subject to payment of a policy excess)
Personal Belongings and Business Equipment	
Cover for loss of or damage to Personal Belongings	£3,500 (higher limits are available but may be subject to payment of a policy excess)
Delay to Personal Belongings	£2,000
Loss of, damage or delay to Business Equipment	£5,000
Personal Liability	£5,000,000 per Insured Person
Cover for accidental bodily injury to a third party and accidental loss of or damage to material property arising out of a Journey for which the Insured Person becomes legally liable to pay damages.	
Personal Security Specialist Expenses & Political and Natural Disaster Evacuation	
<ul> <li>Cover is conditional upon notification to Aonprotect Worldwide Emergency Assistance.</li> <li>Personal Security Specialist Expenses</li> <li>Evacuation Expenses</li> </ul>	25,000 per Insured Person £50,000 per Insured Person
If, whilst on a Journey outside of their Country of Residence, the Insured Person becomes involved in an insured situation, the Insurers will reimburse the cost incurred by AonProtect Assistance, in extricating the Insured Person from such situation.	(each subject to an Aggregate Limit of £250,000 per Period of Insurance)

What is Covered: <u>Travel</u>	Benefit Amount
Rental Vehicle Excess	£1,000 per insured person
The Insurers will reimburse the amount of any excess or deductible that the Insured Person is legally liable to pay due to loss, theft, or damage under a Rental Vehicle insurance policy or any other insurance policy applicable to the Insured Person.	£25,000 Aggregate Limit in any one Period of Insurance
Travel Delay	Limits Per Insured Person:
A benefit is payable when the original	First 4 consecutive hours: £200
departure of the means of transport on which an Insured Person is booked to travel is	Each subsequent hour or part thereof: £50
delayed, due to any cause outside the Insured Person's control.	Maximum: £1,000

What is Covered: Personal Accident	Benefit Amount
In the event of an Accident which results in Bodily Injury the following covers are available:  Death Permanent Total Disablement Permanent Disabling Injuries  There are a number of extensions applicable to the Personal Accident cover which work in conjunction with the main benefits listed	<ul> <li>Benefits are limited to the lesser of £25,000 or x10 an Insured Person's annual Salary.</li> <li>Limits of cover vary – please refer to policy documents.</li> </ul>
above in the event that an Insured Person sustains Bodily Injury, e.g. Funeral Expenses & Domestic Assistance Expenses.	

### **Travel - Principal Exclusions**

Please read the policy document for full details of exclusions. The main exclusions are:

- Travel for purposes other than holiday or the insured organisation's business (e.g. for medical treatment/or on pilgrimage for another organisation).
- Trips to sanctioned territories or countries or areas to which the FCO website advises against travel.
- High risks activities (e.g. Heli Skiing or Bull Running).
- Loss or damage to a Rental Vehicle caused deliberately by the Insured Person or as a result of wear and tear, gradual deterioration, mechanical or electrical failure not attributable to accidental damage.

- Loss/theft of a financial card, passport, driving license or other travel document(s) not reported to the police &/or appropriate authorities within 48 hrs of discovery of loss /theft.
- Any Disruption expenses incurred as a result of the default or financial failure of any transport or accommodation provider, any agent acting for them or for the Insured.
- Any Disruption expenses incurred as a result of disinclination of an Insured Person to travel.
- Any Kidnap which occurs in Afghanistan, Algeria, Chad, Iraq, Mali, Mauritania, Mexico, Nigeria, North Sudan, Pakistan, Somalia, Syria, Venezuela or Yemen.
- War in the Insured Person's Country of Domicile.

### Personal Accident - Principal Exclusions

- Illness or disease not resulting from Bodily Injury;
- Post-Traumatic Stress Disorder (other than provided in the policy) or any other psychiatric condition not resulting from Bodily Injury;
- The Insured Person committing or attempting to commit suicide or intentionally inflicting self-injury;
- The Insured Person engaging in active service in any of the armed forces of any nation
- War in the Insured Person's Country of Domicile.



#### **Property Claims**

#### **Claims Notification Condition:**

It is a condition of the policy that any event which could give rise to a claim under the policy is notified to insurers as soon as reasonably possible, and within 60 days of the loss or damage details of the claim are submitted.

All claims must be notified to:

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

email: claims@cnm.gg

telephone: during Office Hours - 01481 732789

outside Office Hours emergency assistance only (Sedgwick) - 0345 604 8580

Claims should be handled as follows depending on the size and/or nature of the loss:

Up to £1,000 (Inc. VAT)

Work may proceed on replacement or reinstatement as soon as a claim form has been submitted but please note that any work undertaken before a claim has been accepted by The Catholic National Mutual Limited is at your own risk. If you do make any payments, please forward the receipted invoices.

£1,000 - £5,000 (Inc. VAT)

Two estimates must be obtained and forwarded to CNM for approval. Work must not proceed (other than emergency work) until approval from CNM has been provided.

Over £5,000 (Inc. VAT); or Drainage, Wet/Dry Rot or Subsidence losses regardless of their value

Work must not proceed (other than emergency work) until a loss adjuster has visited the property who will then provide advice as to how to proceed.

Professional advisers (e.g. architects, surveyors and engineers) should not be instructed on any potential insurance claim until authority has been given, either by CNM or its appointed loss adjuster.

#### **Personal Accident Claims**

All claims must be notified to:

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

email: claims@cnm.gg telephone: 01481 732789

#### **Liability Claims**

In the event of an accident causing death, or serious injury, or upon receipt of any claim made by a third party for injury or property damage, or upon notification of any occurrence which is RIDDOR reportable or which you believe may be covered by one of the sections of cover listed above, please contact CIS immediately and we will be able to assist you in submitting a claim to insurers.

Our usual business hours are Monday to Friday, 9am to 5pm. You can contact us by:

telephone: 01296 422030 email: claims@catholicinsuranceservice.co.uk

post: Suite 5, Oxford House, Oxford Road, Thame, Oxon, OX9 2AH

#### **Legal Expenses Claims**

#### **Employment Claims**

For employment disputes you, or your Appointed Representatives, should notify CIS on:

telephone: 01296 422 030

email: claims@catholicinsuranceservice.co.uk

as soon as you become aware of potential claims, including when:

- you are aware of a dispute with an employee and your advisers have recommended that the matter is dealt with on a compromise basis and a payment is made to the employee;
- you are notified that an employee wishes to use the ACAS Early Conciliation process;
- an ET1 is received.

All Employment related claims will be handled by WorkNest.

#### **All other Legal Actions**

In connection with all other situations which may give rise to a claim under the Legal Expenses Insurance policy, we recommend notifying CIS on:

telephone: 01296 422 030

email: claims@catholicinsuranceservice.co.uk

as soon as you become aware:

- of a legal dispute with a third party;
- that HMRC are opening an enquiry into your tax or VAT affairs: or
- that the Care Regulator has issued a notice of proposal to cancel or suspend or vary or impose a condition on your Care Provider Registration.

#### **Travel Claims**

In the event that you require hospitalisation, repatriation, personal security specialists or political or natural Disaster Evacuation please contact Aon Protect Worldwide Emergency Assistance on +44 (0) 207 173 7797. Failure to do so may invalidate your insurance.

Should you require any advice or assistance while travelling, contact Aon Protect and have your European Health Insurance Card (EHIC) to hand if relevant.

To make any other claims or for any queries, please contact CIS on:

telephone: 01296 422 030 email: claims@catholicinsuranceservice.co.uk

#### **Complaints**

It is our intention to provide a high level of service at all times. We value our relationship with you and welcome feedback on the service you receive from us.

We do our utmost to provide a high quality of service at all times but, should you have reason to make a complaint about us, please contact us We will endeavour to rectify the problem to your satisfaction. Should we be unable to do so, you may be entitled to refer the matter to the Financial Ombudsman Service.



# Risk Management

Risk management is the practice of identifying, assessing and mitigating risk. Good risk management is essential for all organisations and, particularly as your primary insurer is a mutual company, good risk management will benefit all those insured via the CIS Insurance Scheme by minimising claims.

Risk management is relevant to all aspects of your activities and to all elements of the CIS Insurance scheme; from property maintenance and electrical testing to the regular inspection of a site and proper planning of an event; from the implementation of HR policies and Health & Safety procedures to seeking appropriate advice when an employment issue arises.

#### Remember: you must comply with the following measures under your Property insurance policy

- Where required under the relevant fire safety legislation, a suitable and sufficient Fire Risk Assessment must be undertaken at least every 5 years, be reviewed annually and all recommended actions must be completed as per any action plan.
- Security devices (e.g. locks and alarms) which are installed at buildings must be kept in good order and used when the buildings are closed.
- "Dangerous Work" is classified by insurers as working on roofs, with utilities (gas/electric/water), or work involving the application of heat. All "Dangerous Work" must be carried out by contractors who have the necessary skills and experience and who hold Public Liability insurance with a minimum limit of £5 million.
- Where "Dangerous Work" involves 'hot work' (e.g. use of blow torches) the contractors' Public Liability cover must also cover work involving the application of heat.
- Contractors undertaking any works or repairs which do not involve "Dangerous Work" must hold Public Liability insurance with a minimum limit of £1 million.
- All gutters must be cleared annually.
- Flat roofs must be inspected at least every 3 years to ensure that they remain in an acceptable condition and repairs identified during the inspection completed.
- Electrical installations must be inspected 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 every five years, and you must obtains a current and valid electrical inspection document to evidence this.
- Unoccupied buildings must be notified to insurers within 90 days of the property becoming unoccupied and sufficient information provided to allow insurers to determine the level of cover for the property.

We undertake regular risk management initiatives with our insurer partners to help to protect you against particular risks and we are always happy to provide risk management advice, so please do not hesitate to contact us.

We also publish risk management information on current and emerging areas of risk in the members area of our website: www.catholicinsuranceservice.co.uk, or upon request.



Our usual business hours are Monday to Friday, 9am to 5pm.

01296 422030

Suite 5, Oxford House, Oxford Road, Thame, Oxon, OX9 2AH enquiries@catholicinsuranceservice.co.uk

www.catholicinsuranceservice.co.uk