



Mercury Insurance Brokers
Field House
Station Approach
Harlow
Essex CM20 2FB
Tel: 01992 566980



STATEMENT OF INSURANCE

CLIENT REFERENCE NUMBER : 0031:0963426

IMPORTANT: This Statement of Insurance is a record of the information that you, or your agent, has given to us as your proposal for insurance. If the quotation is accepted, this Statement will form the basis of the contract of insurance between you and the insurer. It is therefore very important that you ensure that all the information provided in the Statement is both correct and complete. If any of the information is incorrect or incomplete, or there is any other information ('material facts') which could affect the insurer's assessment of risk, then please provide full details to us or your agent. Failure to notify all material facts may result in cover being denied or invalidated.

Name and Address of Insured

Hayes Spiritualist Church
Albert Road
Albert Road
HAYES
Middlesex
UB3 4HR

Risk Address if Different

Policy Number	CHP2280746
Period of Insurance	22/10/2021 16:24 to 21/10/2022 23:59
Interested Parties	N/A
Employer Reference Number (ERN)	exempt
Charity Number	
Business / Occupancy	Charity
Terms	N/A
Premium due including IPT	£ 844.50

This insurance is based on the information supplied to insurers and us, and on the following declaration:

- This is for a UK based place of worship
- The church congregation meet in their own property or as tenants of premises
- You have a written Child and Vulnerable Adults protection policy if providing activities for these groups of people
- Relevant employees and volunteers working with children and vulnerable adults must be DBS checked
- The church is not used by any of the following:
 - Church of Scientology
 - Jehovah's Witnesses (buildings usually referred to as Kingdom Hall)
 - Church of Jesus Christ of Latter Day Saints (Mormons)
 - Groups deemed to be cults, or controlled by one person

Construction

Construction Year 1930
Wall Construction Brick
Roof Type Gable/Pitched
Roof Construction Tile
No Of Floors 1
Listed Building No
Distance from water source or body of water More than 500m

Security

Occupancy	Sole Occupancy
Door Locks	Mortice Deadlock - 5 Or More Levers
Window Locks	Standard Window Lock

Claims

Please see attached sheet for claim details



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Church

Church Members	50
Church Staff (Inc Volunteers)	15
Activity Level	AVERAGE
Part of property let as residential	NO
Risk Management	YES

Contents

Value Of Contents	£34,843.00
Accidental Damage	YES

Money

Money In Safe	£3,500.00
Money In Transit	£3,500.00

Business Interruption

Loss Of Income	£50,000.00
Insured Period	24 Months
Extra Expenses	£50,000.00

Personal Accident/Sickness

Death Benefit	£10,000.00
Permanent Total Disablement	£10,000.00
Temporary Total Disablement (Per Week)	£100.00

Liabilities

Employers Liability	£10,000,000
Public Liability	£5,000,000
Property Owners Liability	£5,000,000

Trustees Indemnity

Indemnity Limit	£100,000.00
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Legal Expenses

Indemnity Limit	£250,000.00
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Pr Crisis Communication

Indemnity Limit	£5,000.00
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Buildings

Value Of Building	£714,049.00
Subsidence	NO
Accidental Damage	YES



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STATEMENT OF INSURANCE

Risk Management Self-Assessment

The people who know most about your premises are those who work there or involved in day-to-day management. By providing this information to us means that we are in a position to reward good insurance risk features and offer our most competitive terms.

Is this statement applicable to your premises?	
You have an appointed person responsible for Health and Safety	✓
You have fewer than 5 employees and have a written Health and Safety Policy that is current and regularly reviewed.	✓
Training records, including those for manual handling, are kept for all staff (including temporary staff and volunteers); new staff attend an induction programme and staff only undertake tasks once they have demonstrated a satisfactory level of competency	✓
All food handlers are trained in food hygiene	✓
An adequate number of staff are trained and appointed first aiders with appropriate first aid equipment	✓
All work at height (including that within the building) is undertaken by professional contractors	✓
Within the last 5 years, the electrical installation for the buildings has been inspected, tested and certified by an approved electrical contractor registered with an approved body e.g. the National Inspection Council for Electrical Installation Contracting, the Electrical Contractors Association	✓
All portable appliances are regularly inspected and tested by a competent person and the results recorded	✓
There is an established procedure to control and record the issue of any keys and/or keypad codes and for locking the buildings.	✓
There are disaster recovery plans in existence to minimise disruption in the event of damage to the buildings by fire, flood or other hazards or in the event of a personal injury	✓
All essential documents are kept in fireproof safes/cabinets and back-up computer discs are kept off-site	✓
There is a documented and recorded programme to ensure that the buildings and grounds are checked (at least weekly) to ensure they are kept tidy and that all combustible waste materials are stored externally using lidded containers kept away from any building or in a secure area.	✓
There is a documented and recorded programme to ensure that all roof gutters, valleys and downpipes are regularly (at least annually) checked and kept clear of debris	✓
All water pipes and tanks are regularly checked (at least annually) to see that they are adequately insulated and protected against freezing	✓
There is a documented and recorded programme to ensure all plant machinery, tools, ladders, scaffolding towers and staging are routinely checked to ensure they are in good condition and regularly maintained	✓
There is a documented and recorded programme to ensure that all stairways are in good condition and adequately lit	✓
All oil storage tanks have a secondary containment facility (e.g. a bund wall) to prevent oil escaping	✓
There is an automatic fire detection system installed and maintained under contract	✓
The system calls the fire service or an alarm receiving centre in the event of activation	✓
The buildings are protected by an automatic sprinkler installation that is inspected under a maintenance contract	✓
Dark and vulnerable external areas are protected by automatic or permanent security lighting	✓
All perimeter gates and vehicle barriers are secured and locked outside business hours	✓
The premises are externally protected by a surveillance system incorporating closed circuit television	✓
There is an intruder alarm installed which is under a maintenance contract with a NSI/SSAIB/NACOSS approved alarm company	✓
The alarm automatically alerts a 24-hour manned alarm receiving centre	✓
If your premises is hired out to third party organisations or used for public performances, you have formal safety procedures in place including checks before and after use.	✓
All stained, painted or engraved glass windows forming part of the buildings are protected either by grilles or polycarbonate sheeting	✓



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Claim Details

Date

01/10/2018

Description

Theft/Attempted Theft

Settled

N/A

Costs (£)

N/A



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THE SCHEDULE:

Attaching to and forming part of the policy bearing the number below and written upon policy form FA56 0116.
Subject to the terms and conditions of the policy the insurance is for the period shown.

Agent Mercury Insurance Brokers Ltd Field House Station Approach Harlow Essex CM20 2FB	Telephone 01992 566980 Policyholder Hayes Spiritualist Church Albert Road Albert Road HAYES Middlesex UB3 4HR ERN Reference: EXEMPT
Policy Number CHP2280746	Reason Renewal
Policy Type Spiritualist Church Scheme	Premium £731.70 Insurance Premium Tax (IPT) £87.80 Total Premium £819.50 Debit
Period of insurance 22/10/2021 16:24 to 21/10/2022 23:59	Long Term Undertaking Expires Not Applicable

CHURCH DESCRIPTION:

Church using own premises or as tenants of premises

CHURCH ACTIVITIES OF THE INSURED:

Meetings and services

Young peoples' work (including and church-run after-school care, nursery school, playgroup and youth group)

Community work (including domestic work and domestic gardening)

Office and administration work and storing your property

Other usual church activities including selling of religious and other items for the benefit of your church funds

PROFESSIONAL SERVICES:

Not Operative

Risk Location: Albert Road, Albert Road, HAYES, Middlesex, UB3 4HR		
SECTION	EXCESS (Unless another amount is stated by endorsement or in the policy wording)	COVER
1 BUILDINGS	£100	OPERATIVE
Including Accidental Damage		
Sum Insured		£714,049
Tenants Improvements		£
2 CONTENTS	£100	OPERATIVE
Including Accidental Damage		
Contents		£34,843
3 ALL RISKS	£75	NOT OPERATIVE
Sum Insured (as per enclosed specification)		£0
4 MONEY	£75	OPERATIVE
Limit during working hours		£3,500
Limit in transit		£3,500
Limit in bank night safe		£3,500
Limit in safe		£3,500



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SECTION	EXCESS (Unless another amount is stated by endorsement or in the policy wording)	COVER
5 BUSINESS INTERRUPTION		OPERATIVE
Loss of Income (maximum indemnity period 24 months)		£50,000
Extra Expenses (maximum indemnity period 24 months)		£50,000
6 PERSONAL ACCIDENT		OPERATIVE
Person(s) insured:	Death Benefit	Temporary Total Disablement (per week)
Employees/Volunteers age 16 to 65 years	£10,000	£100
Employees/Volunteers age 11 to 15 years	£5,000	£0
Employees/Committee Members/Volunteers age 66 to 75 years	£10,000	£50
Employees/Committee Members/Volunteers age 76 to 80 years	£5,000	£25
Employees/Committee Members/Volunteers age 81 to 85 years	£5,000	£0
7 EMPLOYERS LIABILITY		OPERATIVE
Indemnity Limit		£10,000,000
8 PUBLIC & PRODUCTS LIABILITY	£100	OPERATIVE
Indemnity Limit		£5,000,000
including Libel and Slander		£100,000
9 PROPERTY OWNERS LIABILITY	£100	OPERATIVE
Indemnity Limit		£5,000,000
10 COMPUTER BREAKDOWN	£250	NOT OPERATIVE
Computer Equipment		£
Data		£
11 FIDELITY GUARANTEE	£250	NOT OPERATIVE
Indemnity Limit		£
Retroactive date		22/10/2021
12 TRUSTEES' INDEMNITY	£250	OPERATIVE
Indemnity Limit		£100,000
15 PR - CRISIS COMMUNICATION	£250	OPERATIVE
Up to 25% contribution to a claim or excess if greater		
Sum Insured		£5,000
16 LEGAL EXPENSES		OPERATIVE
Indemnity Limit		£250,000
17 CYBER		NOT OPERATIVE
Sum Insured		£



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Endorsements

028 - Not Applicable	453 - Costs in Addition & Contractual Liability Amends
037 - Employment Practices Legal Protection	482 - Policy Changes April 2018
044 - Not Applicable	483 - Policy Changes May 2018
Long Term Undertaking - Not Applicable	516 - Not Applicable
317 - Policy Changes September 2020 (Exclusion of Infectious or Communicable Disease)	611 - Not Applicable
479 - Not Applicable	480 - Not Applicable

INCREASED EXCESS BY POLICY EVENT

SECTION	EVENT	EXCESS
Buildings	Not Applicable	Not Applicable
Contents	Not Applicable	Not Applicable
Building & Contents	Not Applicable	Not Applicable

All Risk Specification

Item Number	Description	Geographical Limits	Sum Insured
1		N/A	£
2		N/A	£
3		N/A	£
4		N/A	£
B - British Isles	C - Worldwide		

NOTICE TO POLICYHOLDERS SAFEGUARDING POLICY FOR CHILDREN OR VULNERABLE ADULTS

Please note that as from the first renewal date of your policy on or after the 1st April 2018, we need to make some changes to your policy:

- 1) Endorsement 482 POLICY CHANGES APRIL 2018 will be shown in your policy schedule to amend the special requirement, under the Public and Products Liability section, for 'Protection policy for groups working with young people or vulnerable adults'.

The revised wording is under a new title of SAFEGUARDING POLICY FOR CHILDREN OR VULNERABLE ADULTS. It is designed to be clearer about to whom these requirements apply, including **professional suppliers**, where Disclosure and Barring checks are needed and the training that needs to be given to those who work with children or vulnerable adults.

In addition to the special requirement changes, the policy definition of **professional supplier** has been amended so that the definition will apply to those under a contract with you or not.

- 2) The Statement of Facts document has been revised to reflect the changes made to the safeguarding special requirement. The conditions that you must comply with have been updated and are now more extensive. If you work with any children or vulnerable adults you must check the conditions and ensure you can comply with them. If you have any issues you should contact your insurance advisor or us.



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NOTICE TO POLICYHOLDERS POLICY CHANGES MAY 2018

Please note that as from the policy inception, or the first renewal date of your policy, on or after the 1st May 2018, we need to make some changes to your policy.

We are making these changes to bring your policy up to date with new standard terms and conditions. The changes explained in this notice letter, and endorsement now added to your schedule, form part of your policy and must be read in conjunction with your policy booklet, schedule and any other documentation we have issued.

By including changes to a particular section this does not mean that you have chosen to include that section; you will need to check with your current policy schedule to see which covers you have chosen to include.

Before paying your premium please make sure that the cover provided meets your needs. By insuring with us you accept the changes. If you have any questions or concerns please contact your insurance advisor or us.

1. Change – Data Privacy Notice

Why are we making this change?

We take data protection seriously and your privacy is important to us. There have been recent changes to data protection legislation and we want to take this opportunity to clarify how we use your data.

With effect from policy inception or renewal date on or after 1st May 2018 your policy schedule includes a new Data Privacy Notice that replaces any privacy notice which is contained in your policy or in any other documentation we have sent to you. Please note that all references to data processing previously contained in your Statement of Facts are now removed and the new Data Privacy Notice will apply.

2. Change – Replacement of Data Protection extension (Public and Products Liability)

Why are we making this change?

We have updated the Data Protection extension so that it covers you for third party claims for damages under the most recent data protection legislation. We have also incorporated additional cover for defence costs for certain prosecutions in connection with the legislation. This defence costs cover is for claims occurring in the current period of insurance. To further protect you we are providing some additional cover for past events that would have been covered under a previous 'claims made' policy which you become aware of in the current period of insurance, and report to us within 28 days.

With effect from policy inception or renewal date on or after 1st May 2018, endorsement 483 POLICY CHANGES MAY 2018 will be shown on your schedule. Part 'A.' of this endorsement deletes the Data Protection extension under the Public and Products Liability section in your policy booklet and replaces it with a new extension.

3. Change – Additional exclusion of data protection costs (Professional Indemnity)

Why are we making this change?

Following recent legislative changes in respect of data protection we have taken the opportunity to review to what extent cover is provided by the various sections of your policy. We have decided to specifically exclude any cover in relation to regulatory or disciplinary investigations or proceedings, under the Professional Indemnity section of your policy. This would also exclude cover in relation to data protection costs. However, cover for data protection is provided under the Public and Products Liability section, and this is explained in item 2. above.

With effect from policy inception or renewal date on or after 1st May 2018, endorsement 483 POLICY CHANGES MAY 2018 will be shown on your schedule. Part 'B.' of this endorsement adds in a new exclusion under the Professional Indemnity section of your policy for liability directly or indirectly arising from any regulatory or disciplinary investigations or proceedings.



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NOTICE TO POLICYHOLDERS POLICY CHANGES MAY 2018

4. Changes – Applicable to the Legal Expenses section:

- minimum limit of indemnity increased to £250,000,
- additional exclusion of cyber-related claims and
- replacement of data protection cover under Legal Defence.

Why are we making these changes?

If you have this cover, it is our view that a minimum limit of indemnity of £250,000 is required to reflect increasing legal costs and any customers on lower limits of indemnity have received an uplift to this amount (this will be shown on your schedule). For clarification, the limit of indemnity is for legal costs and expenses including solicitors' and barristers' fees, court costs, expenses for expert witnesses, attendance expenses, accountants' fees and employment compensation awards (the latter are further limited to £1,000,000 in total for all such awards in any one period of insurance).

We have also added a new exclusion for any cyber-related claims e.g. due to viruses or similar.

From the 25th May 2018, changes in legislation impact the Data Protection cover under the Legal Defence insured incident of the Legal Expenses section. Modifications have been made to reflect new data privacy legislation and to remove specific reference to the Data Protection Act 1998.

With effect from policy inception or renewal date on or after 1st May 2018, endorsement 483 POLICY CHANGES MAY 2018 will be shown on your schedule:

- a) part 'C.' of this endorsement adds in a new exclusion applicable to all insured incidents for any cyber-related claims,
- b) part 'D.' of this endorsement is effective from the 25th May 2018 and deletes all terms relating to data protection and Information Commissioner registration that appear in cover c) of insured incident 2 Legal Defence. Cover for Data Protection is then re-stated.



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Important – Updates to your policy wording

Please note we have made changes to your policy. In this notice, we explain these changes and the reason for them.

Before renewing your policy please make sure that the cover provided meets your needs.

By continuing to insure with us you accept these changes and they will form part of your policy on renewal.

If we have made further changes to your policy there may be other notices that apply, please read these in addition.

We recommend that you keep this notice with your schedule and policy booklet.

Summary of changes

Our update reference: Infectious and Communicable Diseases/Specified Disease/Bomb scare or emergency action

1. Infectious and communicable diseases exclusion.

The fundamental concept of general insurance is to collect the premiums of the many in order to pay the claims of the few. As such, the general insurance market is not designed to cover pandemics.

In the same way that you buy insurance, the insurance companies purchase reinsurance to reduce the scale of risk carried, both from large single events (such as fires) and from the impact of numerous claims arising from the same cause and aggregating up to larger total losses (such as from storms or floods). Reinsurance spreads such risks more widely in the insurance market to provide stability and to ensure insurers more easily meet the financial standards imposed by regulators, whilst keeping customers premiums as low as possible.

Following the recent Covid-19 outbreak the reinsurance market has begun to introduce explicit exclusions for pandemics, epidemics and other similar events into the reinsurance agreements they have with insurers to state expressly and emphasise that such events are not covered by reinsurance.

For this reason, we need to mirror such exclusions in your policy to reaffirm that it does not provide any cover for any infectious or communicable diseases, pandemics or epidemics. As noted above, insurance has never been intended to cover such events. Ansvar's policies do not provide cover for losses arising from the occurrence of a pandemic and your current premium has never included any charge for such cover.

Please note that the exclusion only applies to certain applicable sections of the policy and does not apply where the exclusion is not required. Please see endorsement 317 in your policy schedule for specific details.

2. Specified diseases (and murder, food poisoning, defective sanitation & vermin)

The business interruption cover available under your policy is set out in the business interruption section of the policy (which may be titled business interruption, loss of income, consequential loss of rental income, or similar). This section typically contains an extension that provides cover for loss resulting from interruption of or interference with the business carried on at the insured premises as a result of an occurrence of an event at the premises, such as for murder, food poisoning, defective sanitation, vermin and specified diseases (normally limited to only those diseases listed in the policy). Most pandemic or epidemic diseases (including Covid-19) were already not covered by your policy. Following the reinsurance market's introduction of infectious and communicable diseases exclusions, we can no longer provide cover for specified diseases of any sort. If you have this specified diseases extension, we have now removed it, whilst retaining covers related to an occurrence of murder, food poisoning, defective sanitation and vermin at the premises.

Please see endorsement 317 in your policy schedule.

3. Bomb scare or emergency action

The business interruption cover available under your policy is set out in the business interruption section of the policy (which may be titled business interruption, loss of income, consequential loss of rental income, or similar). This section typically contains an extension which operates in scenarios where there is no physical damage and provides cover for loss resulting from interruption of or interference with the business carried on at the insured premises as a result of prevention of access (where due to an emergency which could endanger human life or neighbouring property, the actions of the government, police or local authority prevent or hinder access to your premises). In most cases this extension will already exclude cover for infectious diseases.

With the addition of the over-arching infectious or communicable disease exclusion at policy level and the removal of all specified diseases cover, the existing, specific infectious diseases exclusion within the Bomb scare or emergency action extension is no longer required to exclude cover under this particular extension so this part of the clause has simply been removed.

Please see endorsement 317 in your policy schedule.



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Our update reference: Statement of Facts

(not related to infectious and communicable diseases)

In addition to the above, we have updated the Statement of Fact. Two new statements are added:

- There having been no change in your activities or legal structure in the last 12 months, nor are there any planned changes
- (specifically for Trustees' and Directors' Indemnity cover) the most recent accounts show a positive net worth



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37 EMPLOYMENT PRACTICES LEGAL PROTECTION

The following changes are made to section 16 Legal Expenses and the policy definitions relating to that section:

1. Policy definitions:

- a) Reference to '(excluding 2.e))' in the first bulleted item within the definition of **countries covered** is deleted and replaced by (excluding 2.e iii.))
- b) The following bulleted item is added to the list within the definition of **date of occurrence**:
the date of occurrence for:
 - formal regulatory investigations and disciplinary hearings, is when an **insured person** first receives formal notice of such investigation or disciplinary hearing
- c) The definition of **reasonable prospects** is deleted and replaced by the following:
reasonable prospects • for civil cases arising from all insured incidents (other than 1.a), 1.b), 1.c) or 2.), the prospects that the **insured person** will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that **DAS** has agreed to, including an enforcement of judgment) make a successful defence or make a successful appeal or defence of an appeal, must be 51%
DAS or a **preferred law firm or tax consultancy** on **our** behalf will assess whether there are **reasonable prospects**.
 - for criminal cases, the prospects of a successful outcome for appeals must be at least 51%

Section 16 Legal Expenses:

- a) Sub-paragraph c) of the section's introductory text under **WHAT IS COVERED** is deleted and replaced by the following:

We will indemnify the **insured person** for any **insured incident** detailed below arising in connection with **your activities** as long as:

- b) any proceedings or investigation will be dealt with by a court or an employment tribunal or employment appeal tribunal or an arbitration proceeding where parties to a dispute appoint an arbitrator to determine the evidence and issue a decision which is recognised by and enforceable through a court or the Equality and Human Rights Commission or Equality Commission for Northern Ireland or any other body which replaces any of the above or which **DAS** agree to.
- b) Exclusion j) (bankruptcy, winding up etc) of the section's introductory text under **WHAT IS NOT COVERED** is deemed to apply to all insured incidents other than 1.a) Employment Practices Legal Protection, 1.b) Compensation Awards and 2 Legal Defence
- c) The heading for insured incident 1 is changed to **EMPLOYMENT PRACTICES LEGAL PROTECTION AND COMPENSATION AWARDS**
- d) Insured incidents 1.a) Employment Disputes, 1.b) Compensation Awards and 2.e) Statutory Notice Appeal are deleted and replaced by the following:

WHAT IS COVERED

1 EMPLOYMENT PRACTICES LEGAL PROTECTION AND COMPENSATION AWARDS

EMPLOYMENT PRACTICES LEGAL PROTECTION

DAS will defend the **insured's** legal rights:

- i. following a demand for monetary compensation by a prospective **employee, employee or ex-employee**, or
- ii. following any request for reinstatement by an **employee or ex-employee**, or
- iii. in legal proceedings in respect of any dispute:
 - relating to a contract of employment with the **insured**, or with an **employee, prospective employee or ex-employee**
 - arising from an alleged breach of their statutory rights under employment legislation or civil rights in relation to their work or application to work as **ex-employee** of the **insured**

where an **employee, or ex-employee** has contacted ACAS to commence the Early Conciliation procedure.

WHAT IS NOT COVERED

- 1. Any employment dispute where the cause of action arises within the first 90 days of the indemnity provided by this section.
- 2. Employee internal discipline or grievance procedures.
- 3. Any redundancy or alleged redundancy or unfair selection for redundancy arising within the first 180 days of the indemnity provided by this section.
- 4. Any claim:
 - a) in respect of damages for personal injury or loss of or damage to property
 - b) arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005.

If a claim is made under insured incident 1a) exclusions 1. And 3. Above will not be enforced if the **insured** can provide written evidence of continuous and equivalent employment legal expenses insurance prior to inception of this section.

Continued...



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Continued...

WHAT IS COVERED

b) COMPENSATION AWARDS

Where DAS have accepted a claim under insured incident 1.a), we will pay:

- i. any basic and compensatory award, and/or
- ii. an order for compensation (including compensation for injury to feelings) awarded by an employment tribunal following:
 - a) a breach of the insured's statutory duties under employment legislation
 - b) a breach of legislation for unlawful discrimination by an insured person (other than the insured), or
- iii. damages ordered by a court, or
- iv. any sum of money in settlement of a dispute

provided that

- A. for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy the insured has sought and followed advice from DAS Claims Department prior to serving notice of redundancy
- B. the compensation award is awarded by a court or tribunal under a judgement made after full argument and otherwise than by consent or default or is payable under settlement approved in writing in advance by DAS.

2 LEGAL DEFENCE

At the insured's request:

e) FORMAL INVESTIGATIONS AND STATUTORY NOTICE APPEALS

DAS will represent the insured person:

- a. throughout a formal investigation conducted by the Equality and Human Rights Commission or Equality Commission for Northern Ireland following a complaint against an insured person
- ii. throughout a formal investigation or disciplinary hearing by any other relevant authority noted by endorsement to this policy
- iii. in appealing against the imposition or terms of any Statutory Notice issued under legislation affecting your activities other than those issued in connection with the insured's licence, mandatory registration or British Standard Certificate of Registration.

WHAT IS NOT COVERED

1. 10% of all compensation awards payable under this section subject to a minimum of £1,000 in respect of each and every claim.
2. Any compensation award relating to the following:
 - a) trade union activities, trade union membership or non-membership, industrial or labour arbitration, collective bargaining agreements, trade union recognition or matters concerning European Work Councils
 - b) pregnancy or maternity rights, paternity, parental or adoption rights
 - c) Health & safety related dismissals brought under Section 44 of the Employment Rights Act 1996
 - d) civil claims against or statutory rights in relation to trustees of occupational pension schemes.
3. Non-payment of money due under the relevant contract of employment or statutory provision relating thereto.
4. Any award ordered because the insured has failed to provide relevant records to employees under the National Minimum Wage laws.
5. Any compensation award or increase in compensation award ordered by a court or tribunal for failure to comply with a recommendation or order it has made including non-compliance with a reinstatement or re-engagement order.



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317 POLICY CHANGES SEPTEMBER 2020 (EXCLUSION OF INFECTIOUS OR COMMUNICABLE DISEASE)

The following changes are made to this policy:

- A. The policy definition of *specified disease* is deleted and of no further effect.
- B. The following definition is added to this policy:

Infectious or communicable disease any disease, pandemic or epidemic including but not limited to any:

- virus
- bacterium
- parasite
- other organism or infectious matter
- mutation or variation to any of the above

whether:

- living or dead
- natural or artificial
- officially declared an epidemic or pandemic or not

transmitted by any direct or indirect means (whether asymptomatic or not)

- C. The following changes are made to section 5 (Business Interruption):

a. Removal of Specified diseases cover - applicable to any section of the policy covering business interruption, loss of income, loss of revenue, consequential loss or rental income. Any extension that provides cover for specified diseases, murder, suicide, food poisoning, defective sanitation & vermin is deleted and replaced with the following:

WHAT IS COVERED

1 FOOD POISONING, DEFECTIVE SANITATION, VERMIN,

MURDER OR SUICIDE

- a. poisoning caused by food or drink provided
- b. any accident causing defects in drains or other sanitary arrangements at the *premises* which causes restrictions in the use of the *premises* on the order or advice of the competent local authority
- c. any discovery of pests or vermin at the *premises*
- d. murder, rape or suicide at the *premises*.

WHAT IS NOT COVERED

1. Costs incurred in the cleaning, repair, replacement, recall or checking of property.
2. Any occurrence that is not at the *premises*.
3. Any *claim* if you failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement.

The most we will pay for any *claim* is 25% of the Business Interruption sum insured shown in the schedule or £250,000, whichever is less

The *indemnity period* in respect of this extension only is re-defined as follows:

the period beginning with the date from which the restrictions on the *premises* are applied (or in the case of c) and d) above with the date of occurrence) and ending not later than 3 months thereafter during which the results of *your activities* are affected because of the occurrence.

b. Amendment to Bomb scare or emergency action - applicable to any section of the policy covering business interruption, loss of income, loss of revenue, consequential loss or rental income. Any extension that provides cover for Bomb scare or emergency action is deleted and replaced with the following:

WHAT IS COVERED

2 BOMB SCARE OR EMERGENCY ACTION

closure of *premises* by a competent authority due to:

- a. bomb scare, or
- b. an emergency that could endanger human life or neighbouring property.

WHAT IS NOT COVERED

Any:

- a. closure of less than 4 hours duration
- b. *premises* in Northern Ireland
- c. closure of the *premises* by the competent local authority as a result of an occurrence of food poisoning, defective drains or other sanitary arrangements or pests or vermin.

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

the purpose of cover 2.a) (bomb scare) general exclusion 5
Terrorism does not apply.

Continued...



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317 POLICY CHANGES SEPTEMBER 2020 (EXCLUSION OF INFECTIOUS OR COMMUNICABLE DISEASE)

Continued..

D. General exclusion of infectious or communicable disease
The following general exclusion is added to this policy:

This policy does not cover:

INFECTIOUS OR COMMUNICABLE DISEASE

loss, **damage**, liability, cost, expense or any other sum of whatsoever nature directly or indirectly caused by, resulting from, arising out of or related to or contributed to by:

- a. any **infectious or communicable disease** including but not limited to:
 - i. the fear of a threat (whether actual or perceived) from an **infectious or communicable disease**
 - ii. contamination or fear of contamination (whether actual or perceived) of property by an **infectious or communicable disease**but this shall not exclude direct physical loss or physical damage to insured property at the **premises** occurring during the **period of insurance** resulting directly or indirectly from, or caused by, a peril otherwise insured by this policy
- b. any action taken or failure to take action to prevent, control or respond to any **infectious or communicable disease**.

Provided that:

- this exclusion applies regardless of any concurrent or contributory cause or event or occurrence in any sequence with any other cause or event
- in the event of any conflict between this exclusion and any other provision of this policy this exclusion shall always apply and take precedence over any such other provision
- where we apply this exclusion the burden of proving the contrary shall be upon you
- this exclusion applies to all sections and extensions of this policy except those sections or extensions (where available and insured by this policy) noted below:
 - a) Employers' Liability
 - b) Public Liability
 - c) Medical Malpractice
 - d) Reputational Risks
 - e) PR Crisis Communication
 - f) Professional Indemnity
 - g) Trustees' and Directors' Indemnity
 - h) Directors and Officers Liability
 - i) Personal Accident
 - j) Legal Expenses
 - k) Terrorism.



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453 COSTS IN ADDITION AND CONTRACTUAL LIABILITY AMENDMENTS

A. The following changes are made to section 8 (Public and Products Liability):

- i. Any payment for **costs and expenses** under this section (if operative), including any of its extensions, is now in addition to the limits stated in the policy wording or the schedule, other than in respect of any:
 - a) **claim:**
 - i. which is brought within the legal jurisdiction of the United States of America or Canada
 - ii. arising from **terrorism**
 - iii. under the following extensions:
 - 5 Wrongful Arrest
 - 6 Data Protection Act
 - 8 Libel and Slander
 - 12 Pastoral Care
 - in which circumstances the **costs and expenses** is included within the indemnity limit, or extension limit, to which the **claim** applies
 - b) extension that only covers **costs and expenses**, in which circumstances the extension limit will apply.
- ii. The Claims settlement for Public and Products Liability is deleted and restated as follows:

Claims settlement for Public and Products Liability LIMITS

The most we will pay:

- a) under this section, including any extension to this section not stated in b) below:
 - i. for damages in respect of:
 - all **claims** in any one **period of insurance** caused by **products** or arising from pollution or contamination
 - any **claim** for liability other than relating to a **claim** brought within the legal jurisdiction of the United States of America or Canada, **terrorism**, **products**, pollution or contamination
 - ii. for damages and **costs and expenses** in respect of any **claim**:
 - brought within the legal jurisdiction of the United States of America or Canada
 - (and all **claims** happening during any **period of insurance** caused by **products**) which is directly or indirectly caused by or results from, or is in connection with **terrorism** (if we allege that the **body injury** or **damage** has resulted from **terrorism** the burden of proving the contrary shall be upon **you**) or any action taken in controlling, preventing, suppressing or in any way relating to **terrorism**, is £5,000,000 or, if lower

is the indemnity limit shown in the schedule, or any limitation stated within an extension, whichever is less.

Costs and expenses will be paid in addition to the indemnity limit unless we have stated otherwise.

The indemnity limit for the Property Owners' Liability section (if operative) shown in the schedule forms part of, and is not in addition to, the Public and Products Liability indemnity limit.

b) under any extension to this section which relates **costs and expenses** only, including Court Attendance Expenses, is the limit stated in the extension which is in addition to the indemnity limit stated in a) above.

iii. Exclusion 4 relating to liability arising from an agreement is deleted and replaced by the following:

4. Liability arising from an agreement in respect of **products** or contract work executed by **you** unless liability would have existed without the agreement.

iv. The following exclusion is added to extension 9 Second-hand Goods (Products Liability):

3. Liability arising from an agreement unless liability would have existed without the agreement.

B. The following changes are made to section 9 (Property Owners' Liability):

- i. Any payment for **costs and expenses** under this section is now in addition to the limits stated in the policy wording or the schedule, other than in respect of any **claim**:
 - a) which is brought within the legal jurisdiction of the United States of America or Canada
 - b) arising from **terrorism**

in which circumstances the **costs and expenses** is included within the indemnity limit, or extension limit, to which the **claim** applies

- ii. The Claims Settlement for Property Owners' Liability is deleted and restated as follows:

Claims settlement for Property Owners' Liability LIMITS

The most we will pay under this section:

- a) for damages in respect of:
 - all **claims** in any one **period of insurance** arising from pollution or contamination
 - any **claim** for liability other than relating to a **claim** brought within the legal jurisdiction of the United States of America or Canada, **terrorism** or pollution or contamination
- b) for damages and **costs and expenses** in respect of any **claim**:
 - brought within the legal jurisdiction of the United States of America or Canada
 - which is directly or indirectly caused by or results from, or is in connection with **terrorism** (if we allege that the **body injury** or **damage** has resulted from **terrorism** the burden of proving the contrary shall be upon **you**) or any action taken in controlling, preventing, suppressing or in any way relating to **terrorism**, is £5,000,000 or, if lower

is the indemnity limit shown in the schedule which forms part of, and is not in addition to, the indemnity limit shown in the schedule for the Public and Products Liability section.

Costs and expenses will be paid in addition to the indemnity limit unless we have stated otherwise.

- iii. Exclusion 2.a) relating to a liability arising from an agreement is deleted.



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482 POLICY CHANGES APRIL 2018

The following changes are made to *your* policy:

A. The definition of *professional supplier* is added to this policy:

professional supplier any third party individual, company or organisation, other than *you* or *your employees*, that:

- organises
- runs
- supervises

activities as a business, and provides such activities for *you* with or without a fee being charged

S. Under the Special requirements for Public and Products Liability of section 8, special requirement 3 Protection policy for groups working with young people or vulnerable adults is deleted and replaced by:

You are required as a condition precedent to *our* liability:

3. SAFEGUARDING POLICY FOR CHILDREN OR VULNERABLE ADULTS

if *you* or any *employees* or any of *your professional suppliers* work unsupervised with children or vulnerable adults, or who have unsupervised access to children or vulnerable adults, to ensure that:

- a) *you*, any *employees* or any of *your professional suppliers* comply with *your* safeguarding policy established for the protection of children and vulnerable adults, and
- b) *your* written safeguarding policy is regularly reviewed (at least annually), and
- c) all eligible persons working with children or vulnerable adults have undergone Disclosure and Barring Service (DBS) or equivalent checks at the level appropriate to their role prior to engagement in those duties, and
- d) all persons working with children or vulnerable adults receive formal induction training and regular (at least annually) update training on safeguarding.



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483 POLICY CHANGES MAY 2018

The following changes are made to *your* policy:

A. Under section 8 (Public and Products Liability), extension 6 for data protection is deleted and is replaced by the following:

WHAT IS COVERED

6 DATA PROTECTION

The following definition applies to this extension:

data protection legislation

the Data Protection Act 1998 or any subsequent legislation that specifically replaces this act

- a. *We* will pay all amounts which *you* become legally liable to pay as:
 - damages and **costs and expenses** following civil cases against *you* for material and non-material damage, and
 - defence and prosecution costs awarded against *you* following criminal casesresulting from any breach or alleged breach of ***data protection legislation*** happening during the *period of insurance* in connection with *your activities*.

- b. In the event that any policy of insurance in force immediately prior to this extension expressly provided cover for ***data protection legislation*** on the basis of an indemnity for claims made during the *period of insurance* and in the event that a claim first made against *you* in the *period of insurance* in respect of ***data protection legislation*** then the indemnity provided by this extension is extended to indemnify *you*.

The most *we* will pay for:

- any ***claim*** for damages and **costs and expenses** following civil cases against *you* is the indemnity limit shown in the schedule
- all ***claims*** in any one *period of insurance* for defence and prosecution costs awarded against *you* following criminal cases is £100,000.

B. Under section 13 (Professional Indemnity) the following additional exclusion is added to WHAT IS NOT COVERED:

Liability directly or indirectly arising from any regulatory or disciplinary investigations or proceedings.

C. Under section 16 (Legal Expenses) the following exclusion is added to WHAT IS NOT COVERED:

All ***insured incidents*** do not cover any claims relating to the loss, alteration, corruption or distortion of, or damage to, stored personal data and claims relating to a reduction in the functionality, availability or operation of stored personal data resulting from hacking (unauthorised access), malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code, computer virus or similar mechanism

D. Under section 16 (Legal Expenses) the following changes are made effective from 25th May 2018:

- i. All terms relating to Data protection and Information Commissioner registration shown within insured incident 2 (LEGAL DEFENCE) are deleted.
- ii. Cover for Data Protection is replaced by the following:

WHAT IS COVERED

2 LEGAL DEFENCE

c) ***Costs and expenses***

DATA PROTECTION

for defending the ***insured person's*** legal rights in respect of civil action taken against the ***insured person*** for compensation under data protection legislation when handling personal data in their capacity as a data controller and/or a data processor by:

1. an individual
We will also pay any compensation award up to the indemnity limit shown in the schedule in respect of such a claim
2. a data controller and/or data processor which arises out of or relates to a claim made by an individual for compensation against that data controller and/or data processor
We will not pay any compensation award in respect of such a claim.

provided that:

- A. in respect of 1. above any sum of money in settlement of a dispute is awarded by a court under a judgment made after full argument and otherwise than by consent or default or is payable under settlement approved in advance by *us*
- B. the ***insured*** requests that **DAS** provides cover for the ***insured person***.

WHAT IS NOT COVERED

Any fines imposed by the Information Commissioner or any other regulatory and/or criminal body.



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Data Privacy Notice

Your privacy is important to us. We will process your personal data in accordance with data protection laws.

Ecclesiastical Insurance Office PLC is the data controller in respect of any personal data which you provide to us or which we hold about you and any personal data which is processed in connection with the services we provide to you.

Where you provide us with personal data about a person other than yourself (such as a dependant or named person under a policy), you must inform them that you are providing their personal data to us and refer them to this notice.

To provide our insurance related services, we will collect and process your personal data such as your name, contact details, financial information and any information which is relevant to the insurance policy we are providing. In order to provide your insurance policy or when making a claim, we may also need to collect or process 'special categories of personal data' such as information relating to your health or criminal convictions or information which is likely to reveal your religious beliefs.

We process your personal data for the purposes of offering and carrying out insurance related services to you or to an organisation or other persons which you represent. Your personal data is also used for business purposes such as fraud prevention, business management, systems development and carrying out statistical and strategic analysis.

Providing our services will involve sharing your personal data with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, fraud prevention agencies, our service providers and professional advisors, or business partners and our regulators.

In some circumstances we may transfer your personal data to countries outside of the European Economic Area. We will put appropriate safeguards in place to ensure that your personal data is protected.

Where we have your consent, we may market our services to you or provide your personal data to our related companies or business partners for marketing purposes. You can opt out of marketing communications at any time by contacting us.

Fraud Prevention

We need to carry out fraud and anti-money laundering checks and this will involve sharing your personal data (such as your name, contact details and financial information) with credit reference and fraud prevention organisations such as the Claims and Underwriting Exchange, run by MIB. If you make a claim, we will share your personal data (to the extent necessary) with other companies including other insurers and anti-fraud organisations to prevent fraud. For the purposes of deciding whether to accept and pay a claim or any part of it, we may appoint loss adjusters or external investigation services to act on our behalf.

If false or inaccurate information is provided and fraud is identified, your personal data will be passed to fraud prevention agencies including the Insurance Fraud Register, run by the Insurance Fraud Bureau. Law enforcement agencies may access and use this information.

Please note that when carrying out any fraud prevention activities, we may need to process your special categories of data such as criminal offence information and share it with fraud prevention agencies.

Further Information

For further information on how your personal data is used and your rights in relation to your personal data please refer to our Privacy Policy at www.ansvar.co.uk/privacypolicy or contact our Data Protection Officer at Benefact House, 2000, Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW or on 0345 6073274 or email compliance@ansvar.co.uk.



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DAS DATA PROTECTION

In addition to any other data processing notice provided in relation to this policy, data under this policy will be processed by DAS Legal Expenses Insurance Company (DAS), who are committed to processing the insured person's personal information fairly and transparently. This section is designed to provide a brief understanding of how DAS collect and use this information.

DAS may collect personal details, including the insured person's name, address, date of birth, email address and, on occasion, dependent on the type of cover the insured person has, sensitive information such as medical records. This is for the purpose of managing the insured person's products and services, and this may include underwriting, claims handling and providing legal advice. DAS will only obtain the insured person's personal information either directly from them, the third party dealing with the insured person's claim or from the authorised partner who sold them the policy.

WHO DAS ARE

DAS is part of DAS Legal Expenses Insurance Company Limited which is part of DAS UK Holdings Limited (DAS UK Group). The uses of the insured person's personal data by DAS and members of the DAS UK Group are covered by their individual company registrations with the Information Commissioner's Office. DAS has a Data Protection Officer who can be contacted through dataprotection@das.co.uk.

HOW DAS WILL USE YOUR INFORMATION

DAS may need to send the insured person's information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies so they may contact the insured person to ask for their feedback, or members of the DAS UK Group. If the insured person's policy includes legal advice DAS may have to send the information outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law. Dependent on the type of cover the insured person has, their information may also be sent outside the EEA so the service provider can administer their claim.

DAS will take all steps reasonably necessary to ensure that the insured person's data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology.

DAS will not disclose the insured person's personal data to any other person or organisation unless they are required to by their legal and regulatory obligations. For example, DAS may use and share the insured person's data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning DAS. A copy is also accessible and can be downloaded via their website.

WHAT IS DAS' LEGAL BASIS FOR PROCESSING YOUR INFORMATION?

It is necessary for DAS to use the insured person's personal information to perform their obligations in accordance with any contract that they may have with the insured person. It is also in their legitimate interest to use the insured person's personal information for the provision of services in relation to any contract that they may have with you.

HOW LONG WILL YOUR INFORMATION BE HELD FOR?

DAS will retain the insured person's personal data for 7 years. DAS will only retain and use personal data thereafter as necessary to comply with their legal obligations, resolve disputes, and enforce their agreements. If you wish to request that DAS no longer use the insured person's personal data, please contact DAS at dataprotection@das.co.uk.

WHAT ARE YOUR RIGHTS?

The insured person has the following rights in relation to the handling of their personal data:

- the right to access personal data held about them
- the right to have inaccuracies corrected for personal data held about them
- the right to have personal data held about them erased
- the right to object to direct marketing being conducted based upon personal data held about them
- the right to restrict the processing for personal data held about them, including automated decision-making
- the right to data portability for personal data held about them

Any requests, questions or objections should be made in writing to the Data Protection Officer at: -

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

Or via Email: dataprotection@das.co.uk

HOW TO MAKE A COMPLAINT

If the insured person is unhappy with the way in which their personal data has been processed, the insured person may in the first instance contact the Data Protection Officer using the contact details above.

If the insured person remains dissatisfied then they have the right to apply directly to the Information Commissioner's Office for a decision. The Information Commissioner can be contacted at: -

Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF.

www.ico.org.uk



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THE CONTRACT OF INSURANCE

- This Statement of Facts must be read in conjunction with the schedule and forms part of the contract of insurance with Ansvvar Insurance (we/us/our).
- If the premium is to be paid by instalments our application form must be fully completed and received by us within 14 days of cover being incepted/renewed, otherwise payment by instalments will not be accepted by us.
- You must make sure that the information provided to us for this policy is, and will continue to be, accurate and not misleading and is a fair presentation of the risks we are accepting. In respect of the policy renewal, this includes any changes occurring during the last period of insurance. If any of the information you provide is not accurate or is misleading then we may reduce the amount we pay for any claim, or in some cases, make no payment at all, cancel your policy and retain the premium. You should keep a record (including copies of letters) of any information you give to your insurance advisor or us when renewing your policy.
- You must carefully check all policy documentation and certificates. If there are any inaccuracies then you must tell your insurance advisor or us immediately.
- Any policy issued will be governed by the law of England unless your legally registered address is located in Scotland in which case the law of Scotland will apply. If there is any dispute as to which law applies it shall be English law.
- We will communicate with you in English at all times.
- Your insurance advisor will be regarded as your agent acting on your behalf, and not on behalf of us, in respect of any information that has been provided by them.
- Our policy cover is underwritten by Ecclesiastical Insurance Office plc. The Legal Expenses cover is dealt with by DAS Legal Expenses Insurance Company Limited.

STATEMENT OF FACTS

1. You confirm that you do not have any assets, employees or representation outside of England, Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man requiring cover under this policy.
2. You confirm that you comply with all statutory regulations, including those related to health and safety, product safety and environmental issues.
3. You confirm that you or any director, partner, trustee or committee member, either as private individuals or in connection with any business or organisation, have not been:
 - a) convicted of a criminal offence (any convictions spent under the Rehabilitation of Offenders Act can be ignored), other than motoring offences
 - b) the subject of any unsatisfied County Court Judgement, Sheriff Court Decree, bankruptcy, insolvency or voluntary agreement, or been disqualified from holding a company directorship
 - c) the subject of a prosecution, or notice of intended prosecution, under any health and safety at work, consumer protection or environmental legislation or investigation in the last three years by the Charity Commission, Revenue & Customs or any other regulatory body
 - d) the subject of any adverse publicity in the last three years, or anticipate being the subject of any adverse publicity in the next twelve months.
4. You confirm that you:
 - a) have not had any insurance contract cancelled or declared void, or renewal refused, or any special conditions imposed, due to:
 - i. breach of a policy condition
 - ii. non-disclosure or misrepresentation of a material fact
 - iii. claims or losses
 - iv. non-compliance with risk improvement requirements
 - b) are not aware of any circumstances that might give rise to a claim
 - c) have not had any claim(s) or loss(es) or incurred any liability, for any of the risks to be insured, within the last three years other than those stated under the relevant 'Risk location'.
5. You confirm that each of the premises to be insured, the buildings and outbuildings are of 'standard construction' i.e. built of brick/stone/concrete and roofed with slates/tiles/metal or concrete (we include within 'standard construction' flat felt roof area(s) not exceeding 20% of the total roof area).
6. You require cover for usual church activities as shown in your policy schedule. You have not had or plan to have either on a regular or 'one-off' basis any hazardous or unusual church activities. (Please refer any activity which you are unsure about to your insurance advisor or us.)

The following statements numbered 7 to 15 inclusive are only applicable if the appropriate section of cover is shown as operative on your schedule.

7. For property cover, you confirm that the buildings and outbuildings (including contents therein) at each premises to be insured are:
 - a) kept in a good state of repair and are not undergoing alterations, renovations or repair beyond that of normal upkeep and maintenance work
 - b) occupied and used in accordance with your church activities and there are not any unoccupied, in whole or part, buildings
 - c) not in an area where flooding has occurred
 - d) not sited on a flood plain or within 400 metres of any body of water e.g. river, lake, stream or other watercourse
 - e) not located on sites that have any unusual features e.g. a bridge, railway line, river, lake, mine, quarry, gravel pit, well or cliff.



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8. For subsidence cover, you confirm that each of the premises to be insured:
 - a) are free from any signs (e.g. cracking) of:
 - i. subsidence (downward movement of the ground beneath the buildings other than by settlement)
 - ii. heave (upward movement of the ground beneath the buildings as a result of the soil expanding)
 - iii. landslip (downward movement off sloping ground)
 - iv. settlement (downward movement as a result of the soil being compressed by the weight of the buildings within 10 years of construction)
 - b) has not had underpinning or remedial action of any type in connection with subsidence, heave, landslip or coastal or river erosion
9. Where minimum fire or security protections, or additional specific protections, are agreed for the building and/or contents in each of the premises to be insured, you will maintain those protections at all times in efficient working order, and keep them in effective operation.
10. For liability cover, you confirm that:
 - a) in respect of all church activities arranged or provided by you, you always ensure that established codes of practice and safety are complied with before engaging in such activities
 - b) those treatments or professional services you require cover for have been disclosed to us and specified in the schedule or by endorsement
 - c) any work, other than meetings and services, office and administration work or attending conferences and seminars, undertaken away from your premises and within England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man has been disclosed to us and specified in the schedule or by endorsement
 - d) any work abroad has been disclosed to us and specified in the schedule, or by endorsement or otherwise agreed by us in writing (Note: the standard policy cover will allow for church activities undertaken on a temporary visit abroad unless excluded by endorsement or specified otherwise in the schedule).
11. For liability cover, you confirm that allegations of abuse have never been made against you or any of your employees, volunteers or professional suppliers whilst working for you or acting on your behalf.
12. Where you or any of your employees, volunteers or professional suppliers work unsupervised with children or vulnerable adults, or have unsupervised access to children or vulnerable adults, you confirm that you have:
 - a) prepared and implemented a written safeguarding policy that is regularly reviewed (at least annually), and
 - b) a designated safeguarding officer or named person(s) responsible for safeguarding, and
 - c) implemented safe recruitment procedures for your employees, volunteers and professional suppliers, and
 - d) provided suitable safeguarding training and information for all of your employees and volunteers, and
 - e) suitable arrangements in place for incident reporting and investigation, and
 - f) undertaken Disclosure and Barring Service (DBS) or equivalent checks at the appropriate level of all eligible persons working with children or vulnerable adults, and
 - g) retained securely or will retain securely:
 - i. a copy of your safeguarding policy and any revisions of it, and
 - ii. evidence that training has been given and received by all relevant persons, and
 - iii. employment and engagement applications, references, identity verifications, DBS checks or equivalent reference numbers, and
 - iv. records of any abuse allegations, incidents, notifications and any action taken.
13. For products liability cover, you confirm that:
 - a) you have not or do not sell or supply:
 - i. products incorporated into any aircraft, spacecraft, watercraft or mechanically propelled vehicles
 - ii. products incorporated into any gas, chemical, petrochemical or power generation plant
 - iii. medical, surgical, dental, pharmaceutical or therapeutic products
 - iv. or export products to the United States of America or Canada
 - b) any manufacture, processing, servicing, repairing, testing or assembly of components or complete articles have been disclosed to us and specified in the policy and/or by endorsement or otherwise agreed by us in writing
 - c) records of all products supplied (including their instructions for use and warnings) and details of the quality control system used are retained by you.
14. For fidelity guarantee cover, you confirm that you comply with our special requirements for 'best practice'.
15. For trustees' and directors' indemnity cover, you confirm that:
 - a) your governing documents do not prohibit the purchase of trustees' and directors' indemnity insurance
 - b) your most recent annual financial report and accounts were independently examined or audited, where required by any regulatory body governing your church, and were not qualified in any way
 - c) your most recent annual accounts had a positive net worth (that is total assets exceed total liabilities)
 - d) you are able to pay the organisation's debts as they fall due
16. There having been no change in your activities or legal structure in the last 12 months, nor are there any planned changes
17. (specifically for Trustees' and Directors' Indemnity cover) the most recent accounts show a positive net worth



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HEALTH AND SAFETY FOR SMALL/MEDIUM SIZED BUSINESSES



How my insurer helps me to manage my health and safety risk

Good health and safety standards help you to run your business successfully. Meeting the requirements of relevant regulation is a central factor in achieving this. Insurers recognise the wider benefits to society of encouraging businesses in following sensible, proportionate measures aimed at helping them to carry out their activities.

We are providing this information to help you take sensible steps to manage health and safety effectively.

Insurers will continue to settle legitimate claims. Insurers will also co-operate with businesses such as yours if you need to deal with the consequence of vexatious claims made against you.

Your insurer will always be willing to offer you guidance on what constitutes good practice in managing health and safety. This guidance should be aimed at improving the resilience of your business in dealing with civil law claims made against you, and will be proportionate to the level of risk involved.

Employers' liability vs public liability – what's the difference?

Insurers provide cover for businesses' legal liabilities by issuing:

- employers' liability policies – this covers employers for injury or disease to people they employ; and
- public liability policies – this covers businesses for injury, disease or damage to people they do not employ, for example visitors.

The law – the Health and Safety at Work etc. Act 1974

- This is the main law on health and safety and says that every employer is to ensure, so far as is reasonably practicable, the health and safety of employees and also persons not in their employment who may be affected by work activities.
- Your insurer expects you to take reasonable steps to comply with this requirement and other related regulations, using the guidance and tools provided by the Health and Safety Executive (or other competent organisations) to help with this aim. You can find more information at www.hse.gov.uk/index.htm.
- Your insurer will not refuse to pay a claim purely because of a breach of health and safety regulations.
- Your insurer will not withdraw cover midterm purely because of a breach of health and safety regulations.

Who is an employee?

There are various forms of employment. Often a working individual may not be engaged under a contract of employment. For this reason, insurers include, under an employers' liability policy, a definition of who is to be treated as an 'employee'. A typical definition would be:

- any person employed under a contract of service or apprenticeship;
- people on work experience schemes, for example, students;
- any person hired or borrowed from another employer including drivers or operators of hired in plant;
- labour only subcontractors; and
- home workers.

All these people are covered while working for and under your control in your business.

This document has been created as generic guidance for small and medium sized businesses and does not constitute legal advice. If you have any questions relating to health and safety management that this document does not address, you should discuss them with your broker or insurer.



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HEALTH AND SAFETY
FOR SMALL/MEDIUM SIZED BUSINESSES



Some common concerns

Documentation	<ul style="list-style-type: none"> Insurers do not generally need to show any formal evidence that you are keeping to health and safety regulations nor do they ask to see health and safety documents as a condition of granting insurance cover. However, although it is not a legal or insurance requirement to do so, good record keeping (for example, training records, written risk assessments etc.) may be useful if you need to defend a civil law claim.
Written risk assessments	<ul style="list-style-type: none"> if you employ fewer than five employees, there is no need for you to complete written risk assessments. However, although completing and recording risk assessments is not a legal or insurance requirement, it may help in defending any civil law claims made against you.
The role of health and safety consultants	<ul style="list-style-type: none"> You do not need to hire a health and safety consultant. The law says that you must have access to competent health and safety advice – often, this is available from your own staff. If, however, the complexity or nature of your business indicates that you do need external support, your insurer will normally recommend that you use a health and safety consultant who is listed on the Occupational Safety and Health Consultants Register. You can get more information at www.oshcr.org.
Testing portable electrical appliances	<ul style="list-style-type: none"> There is no specific legal requirement for every portable electrical appliance to be tested each year and your insurer will not insist upon this when offering you insurance. However, as you must maintain this equipment suitably to prevent danger, insurers recommend you follow the guidance published by HSE, available at www.hse.gov.uk/electricity/index.htm. For specific guidance, read 'Maintaining portable electric equipment in low risk environments', available at www.hse.gov.uk/pubns/indg236.pdf.

More help

Insurers approve the principles set out in the Association of British Insurers' Key Principles document: Health and safety for Businesses and the Voluntary Sector. This is available at www.abi.org.uk.

You can also find more guidance on the HSE website available at www.hse.gov.uk.

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CERTIFICATE OF EMPLOYERS' LIABILITY INSURANCE (a)

(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 1998 (the Regulations), one or more copies of this certificate must be displayed at each place of business at which the policyholder employs persons covered by the policy)

Policy Number: CHP2230748

1. Name of policyholder: **Hayes Spiritualist Church**
Albert Road
Albert Road
HAYES
Middlesex
UB3 4HR

2. Date of commencement of insurance: **22/10/2021 16:24**

3. Date of expiry of insurance: **21/10/2022 23:59**

We hereby certify that subject to paragraph 2:-

1. the policy to which this certificate relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Jersey, the Island of Guernsey and the Island of Alderney (b)
2. (a) the minimum amount of cover provided by this policy is no less than £5 million (c)

For and on behalf of **ANSVAR INSURANCE**
A business division of Ecclesiastical Insurance Office plc

Mark Hews, Group Chief Executive Officer

Notes:

- a. Where the employer is a company to which regulation 3(2) of the Regulations applies, the certificate shall state in a prominent place, either that the policy covers the holding company and all its subsidiaries, or that the policy covers the holding company and all its subsidiaries except any specifically excluded by name, or that the policy covers the holding company and only the named subsidiaries.
- b. Specify applicable law as provided for in regulation 4(6) of the Regulations.
- c. See regulation 3(1) of the Regulations and delete whichever of paragraphs 2(a) or 2(b) does not apply. Where 2(b) is applicable, specify the amount of cover provided by the relevant policy.

IMPORTANT NOTICE TO POLICYHOLDERS

Under the terms of the Employers' Liability (Compulsory Insurance) (Amendment) Regulations 2008 the requirement to display a certificate will be satisfied if it is made available in electronic form and each relevant employee to whom it relates has reasonable access to it in that form.

Certificates of insurance must clearly state the name of the policyholder and, where applicable, make reference to insured subsidiary companies.

As required by your policy terms, any change to the name of the policyholder or the formation, acquisition or divestment of subsidiary companies must be notified to Ansva.

If you have any associated companies you will need to have separate cover.



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(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 1998 (the Regulations), one or more copies of this certificate must be displayed at each place of business at which the policyholder employs persons covered by the policy)

Policy Number: CHP2280746

1. Name of policyholder:
Hayes Spiritualist Church
Albert Road
Albert Road
HAYES
Middlesex
UB3 4RR

2. Date of commencement of insurance: **22/10/2021 16:24**

3. Date of expiry of insurance: **21/10/2022 23:59**

We hereby certify that subject to paragraph 2:-

1. the policy to which this certificate relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Jersey, the Island of Guernsey and the Island of Alderney (b)
2. (a) the minimum amount of cover provided by this policy is no less than £5 million (c)

For and on behalf of **ANSVAR INSURANCE**
A business division of Ecclesiastical Insurance Office plc

Mark Hews.

Mark Hews, Group Chief Executive Officer

Notes:

- a. Where the employer is a company to which regulation 3(2) of the Regulations applies, the certificate shall state in a prominent place, either that the policy covers the holding company and all its subsidiaries, or that the policy covers the holding company and all its subsidiaries except any specifically excluded by name, or that the policy covers the holding company and only the named subsidiaries.
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