

Insurance Policies - Important Facts

CIS Scheme Insurance Policies from 29/09/2021 to 28/09/2022

The CIS scheme insurance policies contain numerous conditions and warranties with which you must comply. We set out below some of the most important warranties and conditions. For full details of all the policy terms, conditions and limits, please refer to the policy wordings and schedules which will be available within 30 days of the scheme renewal date.



Property Insurance

| | Important Facts |
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| Business Interruption | <p>Unless otherwise declared to insurers, the standard policy limits for property damage related Business Interruption losses are:</p> <p><u>Rent Receivable</u> £120,000 (i.e. £40,000 per annum x3) 36-month indemnity period</p> <p><u>Increased Cost of Working</u> £510,000 (i.e. £170,000 per annum x3) 36-month indemnity period</p> <p><u>Gross Profit/Revenue</u> £510,000 (i.e. £170,000 per annum x3) 36-month indemnity period</p> <p>In the event of a claim, you will be required to evidence the extent of the loss and, based on that evidence, will be able to claim up to these maximum amounts.</p> |
| Ecclesiastical Regalia and Insignia | <p>Any item of ecclesiastical regalia and insignia with a value in excess of £10,000 must be declared to insurers together with the valuation of the item and details of the security measures associated with that item. The item will be covered by the policy when it is:</p> <ul style="list-style-type: none"> • being worn; • deposited in a bank or in a suitable locked safe on the insured's premises (see Safe condition below); • in transit under the personal supervision of a member of the clergy or employee, and not left unattended; • in the principal safe of a hotel when removed from the insured's premises overnight. <p>If an item is damaged by an operative Cover, insurers will cover the cost of repair or restoration up to the value declared to them. If any item is lost or destroyed by an operative Cover, insurers will pay an indemnity amount equal to the lesser of the value of the item declared to them or £250,000.</p> |

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| Electrical Inspections | It is a condition of the Property policy 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 it is a requirement that you obtain a valid electrical inspection document following each inspection. |
| Employee Dishonesty | <p>The policy limit of £50,000 per claim and £100,000 annual aggregate in respect of Employee Dishonesty increases to £100,000 per claim and £200,000 annual aggregate provided you have established policies and procedures in place in relation to the handling of cash to which you can demonstrate adherence. These must include:</p> <ul style="list-style-type: none"> • Payments from your bank account involving amounts exceeding £5,000 require authorisation by 2 authorised signatories. • Payments to an authorised signatory require authorisation by 2 authorised signatories regardless of the amount involved. |
| Flat Roofs and Gutters | <p>All flat roofs must be inspected at least every 3 years to ensure that they remain in acceptable condition. This warranty will therefore exclude cover for any internal damage caused as a result of the poor condition of a roof where that roof has not been inspected within the last 3 years.</p> <p>All gutters must be cleared at least annually.</p> <p>Records of all roof and gutter inspections should be retained and made available to insurers if requested in the event of a claim.</p> |
| Fraudulent Demands | <p>Insurers will pay for costs incurred by the insured in relation to a fraudulent demand made by email or telephone by a third party up to £5,000, provided that any discovery of fraud is reported immediately to the police.</p> <p>Insurers’ liability will increase to £50,000 where you are able to demonstrate that you verified a change of bank details via a telephone call to your usual point of contact prior to making the payment.</p> |
| Impact Damage to Cars | <p>Under the Property policy, damage to third party vehicles caused by part of the fabric of the building falling onto the vehicle is only covered if:</p> <ul style="list-style-type: none"> • The vehicle belongs to a member of the Clergy, employee, volunteer or tenant of the premises; • If the vehicle is parked for a fee; • If the vehicle is parked on the premises under a license agreement. |
| Money | Insurers’ liability for theft of money decreases where money is not secured in a locked safe or strongroom or is not being attended to by a Church Official. Please see Safes and Security Requirements below. |

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| Money in Transit | Transits of Money exceeding £3,500 must be accompanied either by a security company or by at least 2 able bodied Church Officials (parish clergy, employees, or approved volunteers). |
| Public Liability Requirements for Contractors | <p>Before a contractor begins work the insured must have evidence of the contractor's Public Liability insurance cover and ensure that it meets insurers' requirements for the work to be undertaken:</p> <ul style="list-style-type: none"> • Any work that involves working at height, with utilities (gas/electric/water), with power tools or involving the application of heat ("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 '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 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. |
| Safes | Safes used to secure cash and valuable items must be of an appropriate type and fitted in accordance with the manufacturer's instructions. Specifically, where they should be secured to a wall or floor, failure to do so will limit the cover available under the policy. |
| Security Requirements | For any buildings that are the insured's responsibility any security devices must be kept in good order and set when the buildings are closed or unoccupied. It is also a condition that any keys or combination codes relative to a safe or strongroom must be removed from that portion of the building whenever they are closed or left unoccupied. |
| Temporary Removal | <p>Property insured under the policy is covered when it is temporarily removed for cleaning, renovation, repair and whilst in transit for those purposes. Insurers' liability will not exceed £10,000 any one loss and cover will only apply where:</p> <ul style="list-style-type: none"> • If the theft occurs from an unattended vehicle, the property must have been out of site, securely locked in the boot or glovebox, with all windows and sunroofs fully closed, the vehicle locked, and any vehicle alarm activated. • You exercise due diligence otherwise over the security of the property. • The temporary removal does not exceed 6 months unless insurers have been advised and cover confirmed by them for a longer period. |

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| Terrorism | <p>Damage to insured buildings caused by fire or explosion as a consequence of terrorism is covered up to the following limits:</p> <ul style="list-style-type: none"> • £250,000 for schools and colleges; • £1m for all other insured properties; <p>per occurrence at each location and in the aggregate.</p> |
| Unoccupied Buildings | <p>You must inform insurers within 90 days of a building becoming unoccupied. The cover available for unoccupied buildings varies depending upon the condition of the property and the security arrangements and will be determined by insurers on a case-by-case basis.</p> <p>Cover for unoccupied buildings is limited to £1,000,000. Where a building is insured for a sum exceeding £1,000,000 you should consider whether steps should be taken to keep the building occupied, such as employing an onsite caretaker or security guard, rather than allowing the building to become unoccupied.</p> |
| Valuable Items | <p>Items with values exceeding £10,000 must be declared to insurers, otherwise they will be considered part of the contents of the insured property and subject to a limit of £10,000 each.</p> <p>If a Valuable Item is lost or destroyed by an insured risk, insurers will pay an indemnity amount equal to the lesser of the value of the Valuable Item declared to insurers or £250,000. If cover above £250,000 is required, please contact CIS to arrange separate cover.</p> <p>In the event of a claim, insurers will seek a copy of the third-party valuation or estimate (with supporting evidence) of the value that had been declared.</p> |



Liability Insurance

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| Asbestos Exposure | The Public Liability policy does not provide cover for the fear of the consequences of exposure to or the inhalation of asbestos, asbestos fibres or derivatives. There is also no liability cover for the costs of managing or cleaning up or removing asbestos from any buildings or products. |
| Covid-19 PL Exclusion | If, at the time of booking your trip, the Foreign, Commonwealth & Development Office is not advising against 'all but essential travel' to your destination, the travel policy will respond to claims arising from Covid-19. This includes but is not limited to claims for medical expenses and non-refundable cancellation costs incurred where the FCDO advice changes and your trip has to be cancelled as a result. However, insurers will not cover claims arising as a result of regulations made by a public authority or government except in response to a Natural Catastrophe. |
| Fines or Penalties | Whilst the liability policies will provide protection for legal costs, damages and expenses, the insurers cannot protect against criminal prosecutions or the payment of fines or penalties. |
| Notification Requirements | You are required to notify insurers of all incidents reported under the RIDDOR regulations. Copies of all RIDDOR reports should be sent to CIS for onward transmission to insurers. |
| Schools and Academies | No liability cover is provided for Catholic Voluntary Aided Schools or Catholic Academy Trusts as liability risks legally rest with the Local Education Authority or the Academy Trust. |
| Territorial Limits | <p>Any Associated or Subsidiary companies must be declared to and accepted by insurers. Cover cannot be provided for any Associated or Subsidiary company domiciled elsewhere than in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.</p> <p>Non-manual work carried out by clergy, employees or volunteers acting on your behalf during temporary visits anywhere in the World are covered. Temporary visits cannot be longer than 12 months in duration. Therefore, the scheme Liability policies do not provide your organisation with cover for clergy or employees who are seconded to other countries for 12 months or longer. We recommend you ensure an agreement is in place with the organisation for which your secondees are working, which contains an indemnity clause providing that any claims made as a result of the actions of your secondee will be indemnified by the organisation for which they are working.</p> |

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| Treatment Risk | <p>The Liability insurance policy only provides treatment risk cover, not Medical Malpractice cover, and specifically excludes cover for any claims made against the Insured as a result of the actions of a doctor (other than Good Samaritan acts).</p> <p>There is therefore no cover in respect of nurses or carers who in the course of their work for you diagnose Bodily Injury or prescribe treatment or drugs. You are, however, covered for nurses or carers who administer treatment or drugs which have been prescribed by treating physicians.</p> <p>If you arrange a pilgrimage to Lourdes and take volunteer doctors, or nurses who undertake diagnoses or write prescriptions, a separate Medical Malpractice insurance policy should be arranged.</p> |
| Excess Public & Products Liability | <p>This policy increases your limit of cover for Public and Products Liability from £20m to £50m. It specifically excludes cover for abuse, asbestos, financial loss, medical malpractice and treatment risk, professional advice, data and cyber risks.</p> |



Travel Insurance

| | Important Facts |
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| Business Equipment | Unless separately declared and agreed with insurers, business equipment is covered up to a limit of £5,000. This includes medical equipment taken on pilgrimages by insured employees or clergy. |
| Cancellation Benefit | The cancellation benefit under the policy is limited to £5,000 per insured subject to a maximum of £15,000 per family group. |
| Countries of civil unrest | <p>Insurers must be informed prior to travel to the following countries:</p> <ul style="list-style-type: none">• Iraq, Afghanistan, Syria and Somalia• Sanctioned Territories: Iran, Cuba, North Sudan, North Korea, Venezuela and Crimea <p>Before travel to countries of civil unrest you must check the Foreign, Commonwealth & Development Office website or the Aon Protect travel assistance website to ensure that travel to the area is not advised against.</p> |
| Covid-19 | If, at the time of booking your trip, the Foreign, Commonwealth & Development Office is not advising against 'all but essential travel' to your destination, the travel policy will respond to claims arising from Covid-19. This includes but is not limited to claims for medical expenses and non-refundable cancellation costs incurred where the FCDO advice changes and your trip has to be cancelled as a result. However, insurers will not cover claims arising as a result of regulations made by a public authority or government except in response to a Natural Catastrophe. |
| Kidnap & Extortion | The policy excludes cover for Kidnap and Extortion that occurs in Afghanistan, Algeria, Chad, Iraq, Mali, Mauritania, Mexico, Nigeria, North Sudan, Pakistan, Somalia, Syria, Venezuela or Yemen. |
| Secondees | <p>Secondees who wish to have the benefit of travel cover under the CIS Scheme Travel insurance policy whilst they are on secondment must complete the Secondee Declaration Form and return it to CIS before the start of their secondment so that cover can be confirmed. Secondees who commence their secondment without having completed this Declaration and receiving confirmation of cover will not be covered by the Travel policy.</p> <p>Secondees who are aged 75 years or over, or those who are seconded to the USA or Canada, are not covered under the Travel policy.</p> <p>All medical expenses claims made by Secondees will be subject to payment of a £100 excess.</p> |

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| Seminarians/ Student Priests | Cover is provided for Seminarians and Student Priests who are studying in Europe. All medical expenses claims made by Seminarians and Student Priests will be subject to payment of a £100 excess. |
| Travel Notification Requirements | All travellers must provide CIS with details of each trip before travelling to benefit from cover. |
| Travellers aged 75 years and over | <p>No cover is available for Permanent Deacons aged 75 and over, whether in active ministry or not.</p> <p>Other travellers aged 75 years and over will not be covered if they are travelling:</p> <ul style="list-style-type: none"> • to the USA or Canada, or • to any destination for over 30 days <p>All claims from travellers aged 75 and over will be subject to payment of a £150 excess.</p> |
| Trip Duration | <p>Travellers aged 75 years and over are not covered to travel to the USA or Canada.</p> <p>For all other travellers, trips to the USA or Canada are limited to 30 days' duration</p> |
| Winter Sports | <p>The policy excludes an insured person participating in any winter sports which are not of the type that you would participate in on a typical family skiing holiday. Activities excluded from cover include:</p> <ul style="list-style-type: none"> • ski or bob racing • ski jumping • heli-skiing • ski boarding • the use of bobsleighs or skeletons • other competitive winter sports |



Legal Expenses Insurance

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| Contract Disputes | <p>For the policy to respond, the minimum sum in dispute must be above £1,000. Contracts for the sale, hire or supply of goods and services are covered, provided:</p> <ul style="list-style-type: none">• The contract is not entered through an agent.• The contract is not a franchise contract, hire purchase, credit agreement, insurance, financial security or financial grant. <p>For building repair and renovation contracts, the maximum project value covered under the policy is £150,000. Cover is excluded if you are carrying out the works or if your organisation is in the construction industry.</p> |
| Employment Disputes | <p>The insurer will only cover claims where the insured has reasonable prospects of success. It is a condition of the policy that an Insured takes and follows employment law advice from the HR helpline or, where applicable, from a nominated Competent Professional accepted by insurers:</p> <ul style="list-style-type: none">• Before suspending, disciplining, dismissing, starting a retirement or redundancy process or making or proposing to make changes to the terms of an employee's contract of employment which may be unfavourable to the employee.• When notified of a grievance, a complaint of discrimination (such as sex, race, religion etc) or an appeal from an employee against action you have taken against them.• When an employee resigns or walks out after expressing verbal or written dissatisfaction. <p>Taking advice at an early stage via the insurers' HR helpline or your Competent Professional will help to ensure that you have reasonable prospects of defending a claim and, as a result, securing cover for the claim.</p> |
| Property Disputes | <p>The following conditions apply to property/landlord/tenant disputes:</p> <ul style="list-style-type: none">• The contract must be a tenancy, licence or leasehold agreement.• You must either suffer a financial loss, or a reduction in the value of the property.• Cover is excluded for disputes in connection with planning or building regulations, compulsory purchase orders or any works ordered by any government or public or local authority.• Cover is excluded for disputes in connection with the negotiation, review or renewal of a tenancy or leasehold agreement or the purchase of a property.• Cover is excluded if there is an allegation you are responsible for damage or loss caused by seepage, pollution or contamination. |