

5 Liabilities

The schedule will show if this section applies and the cover in force.

Definitions

Each time any of the following words or phrases appear in this section in bold italic type (or in capital letters in the schedule) they will take the specific meaning shown below.

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply.

Asbestos

means asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos, asbestos fibres or any derivatives of asbestos.

Bodily injury

means bodily injury, death, disease or illness.

Business

means **your** church business and activities which are conducted from **your** premises in the **geographical limits**. This includes:

- (a) the ownership, repair and maintenance of **your** property and premises;
- (b) the provision of catering, social, sports, welfare facilities and first aid services for **employed persons**, church members and visitors;
- (c) the provision of fire and security services maintained only for the protection of premises owned, or occupied, by **you**;

but does not include any work undertaken **offshore**.

Data

means information represented or stored electronically including, but not limited to, code or series of instructions, operating systems, software, programs and firmware.

Employed person

means

- (a) any **employee**;
- (b) (i) any person supplied to, or hired, or borrowed by **you**, or on **your** behalf
or
(ii) any work experience student, or youth training scheme participant,
while under **your** direct control and supervision.

Employee

means any person under a contract of service or apprenticeship with **you** and **authorised volunteers**

Event

means one occurrence, or series of occurrences, arising from, or attributable to, one source or original cause.

Injury

means **bodily injury**, wrongful arrest or false imprisonment.

Legal costs

means

- (a) claimant's costs and expenses recoverable from **you** in respect of any claim which is the subject matter of indemnity under this policy;
- (b) (i) the costs of legal representation at
 - (1) any coroner's inquest or inquiry in respect of any death;
 - (2) proceedings in any court arising out of any alleged breach of statutory duty which may be the subject of indemnity under this policy;
- (ii) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under this policy incurred with **our** prior written consent.

Offshore

means embarkation onto a vessel or aircraft for conveyance to an offshore rig, platform or service or accommodation vessel until disembarkation from the conveyance onto land upon return from such offshore rig, platform or service or accommodation vessel.

Pastoral care services

means the use of counselling skills to provide free, informal, unstructured care and ministry relating to a particular concern of an individual seeking the help of the church.

Pollution or contamination

means **injury** or **damage** directly or indirectly caused by, or arising out of, pollution or contamination of buildings or other structures, or of water, land or the atmosphere.

Principal

means any party (other than any church official, member of the church council or **employed person of yours**) on whose behalf **you** are undertaking work (excluding the sale or supply of **products**) in connection with the **business**.

Products

means goods (including containers and packaging) not in **your** custody or control, sold, supplied, installed, erected, serviced, repaired, altered or treated by **you** in connection with the **business** from any premises within the **geographical limits**. Any error or defect in the sale, supply or presentation of such goods is included in this definition.

Property

means material property but does not include **data**.

You / your / yours

means the Insured named in the schedule.

Unless **we** specifically state otherwise, **we** will also indemnify

- (a) **your** personal representatives in respect of legal liability incurred by **you**.
- (b) at **your** request
 - (i) any **principal**
 - (ii) any church official, member of the church council or **employed person of yours**;

in respect of liability for which **you** would have been entitled to indemnity, had the claim been made against **you**.

Employers' liability

This insurance is provided on a 'Costs inclusive' basis. This means that **legal costs** are included within the Limit of indemnity specified in the schedule.

What is covered

We will indemnify **you** against **your** legal liability to pay damages and **legal costs** arising out of **bodily injury** to an **employed person** which is caused during the period of insurance:

- (a) within the **geographical limits**;
- or
- (b) while temporarily outside the **geographical limits**

in connection with the **business**.

The total amount **we** will pay in respect of:

- (a) any one **event** which is directly or indirectly caused by, results from, or is in connection with any act of **terrorism** shall not exceed £5,000,000.
If **we** allege that the **bodily injury** has resulted from **terrorism** the burden of proving the contrary shall be upon **you**.
- (b) any other **event**, shall not exceed the limit of indemnity shown in the schedule.

This insurance complies with the provisions of any law enacted in the **geographical limits** relating to the compulsory insurance of liability to employees. **You** will repay any sums paid by **us** which **we** would not have been obliged to pay, but for the provisions of such law.

What is not covered

No indemnity will be provided for any liability in respect of **bodily injury** for which **you** are required to arrange motor insurance, or security, in accordance with any road traffic legislation within the European Union.