

Kirk Session – Insurance Report – 6th October 2026

Introductory note there is a lot of content in this insurance paper however by addressing the issues in this Report will allow future issues to be relatively short.

Items highlighted in red in this Report should be specifically noted.

The Contract of Insurance

The contract of insurance between You (Chryston Parish Church) and Us (Aviva Insurance Services consists of the following elements which must be read together

- **Your policy wording** (Note - 140-page document)
- **The information contained on the proposal form/Statement of Fact document issued by us** (Note - Statement of fact is a 5-page document)
- **The policy schedule** (Note – 20-page document)
- **Any notice issued by Us at renewal** (Note – At this renewal a Notice to policyholder, version number SCOAG17161 04.2026 Changes to your Insurance Policy Terms leaflet has been issued. This is a 3-page document)
- **Important Information leaflet** – (Note – This includes information around Data Protection - Aviva Privacy Notice, Regulatory Status and other topics. This is a 3-page document)

Important

This policy is a legal contract.

A policy summary leaflet is also available however this does not form part of the contract of insurance (Note – 12-page document)

Fair Presentation of Risks and Duty of disclosure - ongoing requirement

Overarching all our insurance cover is the requirement for **fair presentation o risks and duty of disclosure.**

An explanation of Fair Presentation of Risks and Duty of disclosure – Insurance Act 2015 is provided within the attached Howden UK Ltd Essential Client guide – Important information and glossary of terms leaflet. The information can be found on pages 2 to 5 of the document.

It is also worth being aware of the information regarding Warranties and conditions precedent which is detailed on page 6 of the leaflet.

It is very important that Kirk Session members read and understand the information detailed above and attached. Failure to comply may result in the invalidation of the policy and/or the repudiation of claims.

Demands and Needs

The proposed renewal terms are based upon the demands of a place of worship, hall and accommodation for clergy, modified in respect of information that you have previously provided to us when you took out the policy, or any changes subsequently provided to us when you took out the policy, or by any changes subsequently notified to us.

Howden UK Ltd renewal documentation

The documentation listed below is issued by Howden UK Ltd in advance of renewal. This does not form part of the legal contract between Us and Aviva. It does however form part of the trading agreement between Us and our broker.

- Howden UK Ltd renewal invitation letter dated 7TH August 2026 (Note – 5-page document)
- Howden UK Ltd Terms of Business Agreement HUBL-CC-CORP-010-0226 (Note – 22-page document)
- Howden UK Ltd Essential Client Guide (Note – 16-page document)

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Chryston Parish Church – renewal documentation submitted

As part of the renewal process, to obtain renewal terms we return the following documentation to Howden UK Ltd usually before the end of June, this allows good time to obtain renewal terms well ahead of 28th August 2026. This year terms were issued by Howdens by email on 11th August 2026. A letter dated 7th August 2026 followed this date. The documents we supplied are noted below –

- Chryston Church pre-renewal questionnaire – copy of last year's form (Note – 8-page document)
- Additional paper detailing matters to be disclosed to comply with our Duty to make fair presentation of the risks and alterations to risk from last year.
- Boys Brigade Pre-renewal questionnaire – copy of last year's form (Note – 8-page document but not all pages are applicable). **The Boys Brigade are responsible for the accuracy and content of the information provided in this form. The Church Insurance provides no assistance, guidance, or advice regarding completion of the form.**

1. Unusual Activities – Very important on-going note

Our insurance policy schedule and statement of fact detail the activities we are covered, for which are noted below.

“ normal (see below for explanation) Ecclesiastical activities including but not limited to cafes/restaurants and charity shop activity conducted for the benefit of the church and/or other charitable purposes”

The statement of fact (SOF) document then adds the word “**normal**” So we are therefore covered for “**normal ecclesiastical activities etc**”.

The SOF **must be complied with** failure to do so in some cases may result in the decline of claims and/or the invalidation of the policy.

Elder/Trustee/working group - Important action point for note

The following request to all elders in Working Groups continues when considering future plans and activities. Please share this as appropriate within the Working Groups you are involved in.

Please keep in mind the need to raise any activities which fall out with usual activities to our Church Insurance Administrator for guidance and possible consideration by our insurance broker/Aviva.

Where possible it is requested, referrals should be made in plenty of time before cover, if available is required.

It is suggested that marketing of an activity is not carried out until insurance cover is confirmed to be in place.

As a rule of thumb, for very rough guidance, an unusual activity would be an activity which gives increased Health and Safety concerns and/or potential for greater chance of injury to members and Third Parties taking part or affected by the activity.

Remember the only opinion which will count in the event of a claim is the one given by the insurance company and/or broker. The Church Insurance Administrator can only provide guidance.

However if any doubt please refer to Church Insurance Administrator for guidance and potential referral to insurance broker.

Internal Unusual activities document previously circulated – ongoing comment

In view of the cover provided being for normal ecclesiastical activities this continues to be in place after 28th August 2025 until further notice.

Unusual activity referrals to Howden UK Ltd since last meeting

No referrals have been made.

2. Alterations to risk

A general condition applies across all sections of the policy, excluding Management Liability and Professional Indemnity. The condition states

Alteration to Risk Condition

If there has been any alteration to the Property Insured and/or The Premises and/or the Business after the effective date of this insurance which increases the risk of loss, destruction, damage, accident or injury or Your interest except by will or operation of law, We will at Our option avoid the policy from the date of such alteration or when your interest ceases, unless We accept the alteration.

Alterations to risk notifications to Howden UK Ltd since last meeting

Roofing contractor working at height on 8th September 2026 to clear debris from gutters. Cover noted.

3. Claims Notification

The claims condition, excluding Management Liability states the following

Claims Condition

If in relation to any claim, you have failed to fulfil any of the following conditions you will lose your right to indemnity of payment of that claim

You must

- (1) Tell us ***immediately*** of any event or occurrence ***which may result*** in a claim
 - (2) ***Notify the police immediately*** of loss, destruction, damage ***caused by malicious persons or thieves***
 - (3) ***At your expense provide Us with a written claim*** containing as much information as possible of the loss, liability, destruction, damage, accident or injury including the amount of the claim within
 - (a) ***30 days*** or
 - (b) ***Seven days*** in the case of loss, destruction or damage ***caused by riot, civil commotion, strikers, locked-out workers, person taking part in labour disturbances, or malicious persons***
- of you becoming aware of the event or occurrence, or such further time that we may allow
- (4) Provide us with all information and help we require in respect of the claim.
 - (5) Pass to Us unanswered, immediately all correspondence from third parties in relation to any event which may result in a claim under this policy.
 - (6) Not to admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without our written agreement.
 - (7) Allow us to take over and conduct in your name the defence and settlement of any claim. You will also allow Us to prosecute at Our own expense and for our Own benefit, any claim for indemnity or compensation against any other person and You must give Us all information and assistance required.

Claims notifications to Howden UK Ltd since last meeting

Nothing to report.

4. Trustee Declaration requirements

Under this heading Trustees should disclose any issues required to meet our duty of fair presentation. This could include but is not limited, previous bankruptcy, conflicts of interest, County Court Judgements or Scottish Decree.

Trustee declarations to Howden UK since last meeting

David McLaren has intimated he is an Aviva shareholder (very small) and receives 6 monthly dividend payment.

This should also be noted by the Kirk Session.

5. Third Party organisation use of premises – Public/Products Limit of indemnity

As advised at previous meetings Josephine Sergeant continues to be in contact with all Third-Party Hall users to request copies of their Public/Products Liability insurance details, Fresh copies of their documentation after current policy expires is also requested.

To comply with our Hall Letting Agreement the Public/Products Liability limit of indemnity must be a minimum of £5 million. All current let holders have at least £5 million. Exceptions are detailed below with some other points of note.

1. POINT OF NOTE - Scottish Country Dance group – within the additional notes accompanying the 2025 renewal questionnaire COSIS were advised that we are happy to allow this Group to use the Hall without having Public/Products Liability insurance in place. However, this year after disclosing the same information were advised by Howden UK Ltd that it was no longer acceptable for Group to continue using Hall as they have no Public/Products Liability insurance cover in place. The reason being this did not meet C of S Hall letting guidelines. To resolve this the Scottish Country Dance Group are now considered to be a group operating under the approval of the Kirk Session.
2. CONTINUED POINT OF NOTE - New lets since last meeting all have required £5M Public/Products Liability cover.
3. CONTINUED POINT OF NOTE - Halls Lets cannot be confirmed, continued or started unless a prospective let applicant has £5m Public/Products Liability insurance indemnity limit with evidence of cover being provided to confirm.

6. Church Insurance Scheme and Inspection Contract – Lift renewal – 28th August 2026 and 3rd September 2026

Effective from 1st January 2025, the insurance arrangements for Church of Scotland congregations has been renewed for a five-year agreement with our current provider Aviva Insurance Ltd. Although the insurer remains the same, the new scheme arrangement features an entirely new policy wording, rating structure, application of endorsements and the application of new and revised policy conditions.

Our renewal terms – Church Insurance Scheme

As expected, we have seen a reduction to our 2026/27 renewal premium. This is due to the premium now being calculated on a net of commission basis. Howdens receive their remuneration by way of a broker fee. This is calculated as 14% of the policy premium.

The renewal premium for 2026/27 is £6,140.68 including Insurance Premium Tax and Broker Fee.

The renewal premium for 2025/26 was £7,715.21 including Insurance Premium Tax.

Index-linking for 2026/27 is Commercial Building and Contents being 4.17% and 2.27% with Domestic Buildings and Contents being 3.78% and 1.97%

The policy has been renewed with effect from 28th August 2026.

Premium being paid in full prior to renewal date. Previously the premium was paid by interest free monthly instalment. However, from renewal an instalment charge of 2.45% was going to be applied. Finance Team agreed that we did not wish to make this payment.

The additional premium for cover changes highlighted in red below was £64.99 including Insurance Premium Tax. No broking fee applies for this alteration.

2026/27 Main Sums Insured

- The Church and Hall Building are now insured for £10,777,615
- General Contents are now insured for £289,204 subsequently increased with effect from 8th September to £289,903 to include mobile phone for YPFW. No premium was charged for this alteration.
- Boys Brigade Hall Building is now insured for £1,050,209
- Boys Brigade Hall General Contents are now insured for £14,246
- Church Officers House Building is now insured for £347,463
- Church Officers House Contents are not insured
- Manse Buildings are now insured for £847,471
- **Manse General Contents are now insured for £15,000 increased from £5,354.13**
- **Loss of revenue increased to 36 months from 24 months**

- Loss of revenue sum insured, over 36 months is £750,000 (this also incorporates an increase in the annual figure used to calculate the 3-year sum insured. Annual figure increased to £250,000 from £212,500)
- Public/Products Liability indemnity limit is £10 million any one claim and in the aggregate for Products Liability
- Management Liability (Trustees, Officers and Directors & Liability and Corporate Legal Liability) limit of indemnity £1 million any one claim.
- Subsidence, Ground heave and landslip quotation requested. Cover is not available under scheme policy.
- Additional increased cost of working – Loss of revenue section quotation was requested. Cover is not available under scheme policy.
- Management Liability indemnity period quotation requested to increase limit of indemnity to £2 million. Cover is not available under scheme policy.
- Terrorism quotation was requested however premium advised more than £1,000 therefore did not go ahead
- Commercial Legal Expenses quotation was requested. Cover is not available under scheme policy. A quotation was received from Keegan & Pennykyd. Premium circa £170 however we did not proceed with quotation.

Points to note

1. **Premium Allocations** – Boys Brigade pay £695.18 and 68 Fitness pays £240.00 (our Property Owners Liability charge). Both figures including Insurance Premium Tax and where appropriate broker fee.
2. **Buildings Valuation** – In August 2026 an email was received from The General Trustees. This advised that they are considering a Buildings valuation programme at some point in the future.
3. **Boys Brigade Hall** – cover is placed on the basis that the Hall is owned by the Trustees/local congregation. Should this not be the case the Boys Brigade would require to inform the Church Insurance Administrator of the ownership.
4. **Public/Products Liability** – Abuse Condition – The Kirk Session should be aware that there is an issue with the wording of this condition. We have a requirement to retain records for a set period, 30 years and also comply with the Church of Scotland Safeguarding procedures. The C of S Safeguarding procedures state that we should retain records for a very short period. So, we are in the position if we follow the C of S safeguarding procedures, we are in breach of the policy condition which is a precedent to liability. But if we comply with the 30-year requirement we are also in breach of the policy condition. This has been raised with Howden UK Ltd who have advised that Aviva will not amend the policy condition. The General Trustees and Church of Scotland Safeguarding team have been informed of this situation. At a local congregation level there is nothing more that we could do about this matter to resolve,
5. **Inflatable** – From 2025, with the new rating structure applying there is no premium charge for the inflatable. Conversely this also means that there is no return premium if we were to remove cover. It is worth re-stating that use of the inflatable increases insurance risks,

requires compliance with onerous policy conditions (noted below), extra H&S vigilance and potentially Trustee Liability issues.

From the insurance point of view the less the inflatable is used the better and this should be noted by Kirk Session. The personal viewpoint of the current Church Administrator is that it should not be used at all, However this is only a personal viewpoint which should also be noted by Kirk Session.

6. **Inflatable persons with sufficient training** – **The only persons trained to supervise the inflatable are Martin Carr, Carol Findlay and Andrew McKellan.** At least 1 preferably 2 people from this group must be present when the inflatable is in use. If none of the 3 trained persons are available the inflatable **must not be used under any circumstances**. This is to comply with Condition 1 noted below.
7. **Inflatable hiring to Third Parties and use outside** – not covered.

Inflatable Devices Condition

If in relation to any claim You have failed to fulfil any of the following conditions, We will not pay that claim. You must ensure that, in connection with inflatable devices that

1. ***All operators have sufficient training and knowledge*** to understand the procedures and rules regarding the safe use and operation of devices
2. ***The maximum number of persons allowed in or on such devices at any time will not exceed the number (outlined in the manufacturers guidelines or recommendations and such devices are supervised at all times by the operator(s) (Note for our inflatable this is 5 persons***
3. All outdoor devices have adequate anchorage points which must be used at all times
4. ***All devices are inspected***
 - (a) ***Prior to daily use*** and
 - (b) ***At least annually by a competent person and the records of such inspections retained by You for 3 years*** and (i) ***all defects or risks to Health and Safety are immediately rectified*** or (ii) ***the device taken out of use until satisfactorily repaired***

Our renewal terms – Inspection Contract - Lift

This contract is placed by Keegan & Pennykid Insurance Brokers currently with BES Group Ltd. This contract is required to comply with the LOLER regulations. The service received from Keegan & Pennykid is excellent.

The premium this year was renewed with slight increase to premium.

2026 renewal premium £543.04 including VAT and £30 Broker administration fee. The broker will also receive remuneration by commission for this policy.

2025/26 Renewal Premium was £440.44 including Vat and £30 Broker administration fee.

7. Church Insurance Technical questions – proposed procedure going forward

Insurance questions by their nature can be complex to answer and therefore take some time to explain properly.

With time at Kirk Sessions being limited for Insurance discussion, elders and working groups are asked as far as possible to direct questions out with Session Meetings to the Church Insurance Administrator (**note – at the moment direct to Howdens UK Ltd see contact details under section 10 until vacancy filled**).

This really is the best way of working.

Questions within Kirk Session meetings are welcome, even more so if submitted in advance of the meeting.

8. Howden service experience

Day to day service

During the year there has been an improvement in the day-to-day service being received which was very welcome indeed. Responses were received far more quickly with a great deal of help being provided for the proposed Community Fun Run.

Renewal process

Our renewal questionnaire was returned, late June, with a request for several quotations and premium allocation (BB and Property Owners Liability for 68 Fitness), Response was requested by 7th August 2026. No answer until 11th August 2026 therefore missing our Finance Team meeting on 10th August 2026. This was disappointing and followed same service as last year.

In fairness a very prompt service was provided over 48 hours from 12th August 2026 which allowed renewal of the policy to be instructed and confirmed.

Advice

We have made a few changes to our policy cover from renewal for a very small increase to premium.

The request for changes all came from our own review of the policy cover. Nothing was instigated by Howdens. The increase to the loss of revenue indemnity period was a key point following observations on the Cumbernauld St Mungo's fire claim. David McLaren has written to the General Trustees to highlight the importance of all congregations being aware that this cover is available at relatively low cost,

9. Howden UK Brokers Ltd - New Broker from 19th November 2026

Howden UK Ltd were appointed new broker for the Church of Scotland insurance scheme with effect from 19th November 2025. Replacing Church of Scotland Insurance Services

10. Vacancy – Church Insurance Administrator – 8th September 2026

David McLaren has resigned from the Church Insurance Administrator role with effect from 8th September 2026.

It is recommended that Session should consider possible replacement person for this vacancy. However, in the meantime all enquiries should be sent directly to Natalie Wordie, Team manager, Howden UK Ltd contact details noted below –

Natalie.wordie@howdeninsurance.co.uk, telephone number 0131 376 4133.

David McLaren