



Central Council of Church Bell Ringers

"Registered Charity number 270036"

Tower Stewardship Committee

Guidance Note No.1

INSURANCE AND RINGING

Guidance Notes give guidance to ringers, parochial church councils and clergy regarding external factors that may affect the ringing of church bells. This Guidance Note gives guidance to ringers on insurance.

As most of the ringing towers in the world come under the jurisdiction of the Church of England, this Guidance Note has been produced with this in mind. However, most of the principles addressed will apply in respect of Churches of other denominations and also those outside the UK. If necessary, seek more specific local advice.

What is insurance? Why do we need it?

Insurance operates in one of two ways. Property insurance pays out if something we own and insure is lost or damaged (e.g. car, house, life). Liability insurance pays out if we are legally responsible for loss or damage to someone else or their property (e.g. if a motor accident, or an injury to someone visiting us, is our fault). If we don't have insurance for things we own, we are out of pocket if they are lost or damaged. If we cause damage to others we are expected to pay compensation and can be taken to Court to make us do so. If we have liability insurance the insurer generally negotiates the settlement, pays for the damage on our behalf and, if we are taken to Court, defends the case for us as well.

The same principles apply to organisations such as companies, churches and ringing associations – they have assets that they can protect by insurance, and they can buy insurance against their potential liability to others.

Some policies combine insurance of both property and liability. For example comprehensive motor insurance covers both third party liability and damage to the car. House contents insurance covers the house contents, and may also cover the personal liability of all permanent members of the household to others arising from any accident anywhere in the UK, and sometimes overseas as well. Travel insurance normally covers loss of property, medical costs and personal liability.

Aren't there lots of exclusions? Is ringing covered?

With few exceptions, the law does not say what insurance policies must cover. Insurance policies are contracts – commercial agreements between consenting parties – and they cover what the parties agreed they would cover. All policies have terms, conditions and exclusions, which the insurer must show clearly – but you still have to read them. **The only way to be absolutely sure what your policy covers is to read it, and if it is at all unclear, check with the insurer, broker or advisor.** These notes refer to what most policies cover, but they are not all exactly the same.

Where liability insurance is covered by the house contents insurance, you are covered if you cause any injury or damage to someone or something else or their property during your private activities for which you can be proven liable. In all cases negligence has to be proven against you, but the insurer supports you in that process. Exclusions apply and you need to check these. The policy should cover all hobby activities, such as playing sport, fishing, hiking. Any reasonable ringing activity should be covered. You won't see it in your policy if you look for it, because it covers you for everything that isn't excluded.

So if you have house contents insurance covering your family where you live, you are insured for third party liability while you are ringing. There will be a limit shown in the policy. Common limits are currently around £2 million, either per incident or in total.

Remember that this is liability cover, not Personal Accident cover. Personal Accident insurance pays fixed benefits for accidental death or injury, regardless of fault, and usually has diminished benefits outside a specified age range. Some, but not all, house contents insurance policies also include an element of Personal Accident insurance.

Insurance contracts usually specify geographical limits for the cover, commonly the UK, the Channel Islands and the Isle of Man. If you travel outside these limits, your travel insurance will cover you for third party personal liability while you are abroad.

What about the insurance my church has? Does that cover ringers?

Here it is harder to generalise and **the only way to be sure is to check your church's policy.** Many churches are insured by one specialist insurer which has insurance contracts tailored for churches. The usual policy document for churches includes several different types of cover, protecting the church if its property is damaged or its representatives injured, or if it is liable to compensate someone else for damage. The types most relevant to ringers include Personal Accident, Employers' Liability and Public Liability.

The standard policy held by most Church of England churches provides a small amount of Personal Accident cover for church workers who are killed or injured while working in the church. Because this is accident insurance, the church does not have to be at fault for this type of insurance to pay out. Typically, a church's own ringers are included in this cover while they are ringing on behalf of the church, which would

include service and practice ringing, and would be expected to extend to visitors who join practices or service ringing, as they are then ringing for the church. It is unlikely to cover the ringers when they are ringing elsewhere, unless they are clearly representing their home church, and it does not cover them when carrying out unrelated activities not for or on behalf of the church. It does not cover visiting ringers who are not ringing for that church (though if clearly representing their own home church, they may be covered by that).

Personal Accident cover like this, limited to particular activities, is not a blanket protection. If you need insurance against being killed or injured, it is probably better to have your own Personal Accident policy that will cover you at all times, not only while ringing. That way you can also be sure that the cover meets your needs.

Churches also generally have liability insurance to protect the incumbent, PCC & Churchwardens (who are legally responsible) from any liability they may have to others arising out of the activities of the church. The standard policy offered to churches provides cover for claims against the church by other church workers, particularly church authorised volunteers (including ringers), and it also covers claims against the church arising from the actions of church workers on Church business. Church business would be expected to include not only actual ringing for services and practices, but also routine maintenance matters such as stay replacement and muffle fitting, provided safety precautions are observed. The position is more complex for major maintenance projects (this is explained further below). Typically, liability to church workers including the church's own ringers is covered under an Employers' Liability section of the policy, whereas liability to third parties is covered by a Public Liability section of the policy, but in either case the cover is there for cases where, because of a failure of care, the church has a legal liability for a loss suffered by someone else.

Damage caused to third parties by people (such as ringers) acting on behalf of the church is covered under this type of policy, but it should not be relied upon to cover activities outside that church, unless they are clearly being carried on representing that church. When ringers are away from their home church, they are not usually acting on its behalf, so the home church would not have legal liability for any damage that they cause.

The position is more complex in respect of liability for damage to the church or to third parties that is caused by visiting ringers. Such cases are very rare and whilst the church might have no legal liability for the damage, in practice the church's insurer might well assist the church in managing the situation, even if ultimately a different insurer actually paid the claim based on the facts of the case.

As can be seen, whether ringers are considered to be ringing for a church when an incident occurs will be key to whether they are covered for accident or liability insurance. If in doubt, you could ask the PCC to confirm in writing that ringers are acting for the church. This might be possible for events such as ringing outings. However you cannot reasonably expect a PCC to give a blanket agreement that its church's ringers are acting for that church whenever and wherever they carry out ringing-related activities, or that it accepts liability for the actions of visitors who are not acting for it.

What about tower open days? Does the church insurance cover those?

Again it is hard to generalise. Allowing members of the public into areas of the building that they would not normally visit exposes them to conditions which are familiar to ringers but not to others, and increases the risk that something will go wrong. The church, or a person in charge of the event, may be legally liable if this happens, so it is a matter of concern if the church insurance does not extend to cover events like this. The specialist church insurer referred to above has published guidance for churches about insurance considerations in respect of tower open days. If the guidance does not clearly cover the proposed event, **ask the insurer** for specific advice. The insurer may agree that the additional risk is slight so that the liability insurance policy covers the event without further ado, or it may offer to include the event under the liability insurance for payment of an additional premium. A leaflet cannot cover all possible combinations of conditions and circumstances, so if there is any doubt, do ask the insurer for clarification.

I have been asked to provide evidence of insurance cover, as a condition of being allowed to ring at a tower. Why is that, and what can I do?

On occasion, visiting ringers are asked to provide evidence that they have insurance cover when they ask for permission to ring at a tower (most instances concern secular towers, but sometimes a PCC asks for it too).

The first thing to note is that you having insurance does not relieve the tower owner of any legal liability that it may have for its own negligence. Visitors are still protected for any damage that is the fault of the church.

However, damage or injury that is the visitors' fault is potentially a personal liability of the visitors, and as such not covered by the church liability insurance. This is one reason why some owners of bells ask potential visitors to confirm that they have their own insurance cover, to demonstrate that they can pay for any damage that they cause to the church or to other people (including each other). This can cause misunderstanding and resentment, but the PCC is responsible for protecting their own church. The Tower Stewardship Committee has discussed this issue with representatives of a specialist insurer of churches, and the advice received is that, if ringers are asked by a church to demonstrate that they have insurance, they should suggest that the church check with their insurers whether it is really necessary. In most cases that insurer will be that specialist insurer of churches, and they can give an opinion based on their experience.

If a PCC does insist that visiting ringers confirm that they have liability insurance, a simple letter of confirmation may be enough. An example wording for such a letter is available on the Central Council website at:

cccbr.org.uk/towerstewardship/notes/outing-liability-insurance-form.php

It is more difficult when a ring of bells is owned by a body other than a church. The Churches Conservation Trust and National Churches Trust currently have similar insurance arrangements to churches. However, several rings of bells are owned by local authorities. These are likely to have rules requiring insurance when visitors are on their premises, and those rules are intended to cover all circumstances, so their requirements (particularly the amount of insurance required) may seem excessive for a ringing session. If you encounter this difficulty, asking to speak with the risk manager may be helpful in reaching agreement on what insurance (and how much) is really needed. A risk manager won't necessarily be familiar with bells, but is trained to assess risk. It may be possible to demonstrate that personal insurance of the visitors is adequate to cover the likely cost of any damage that they might cause.

This problem is likely to increase as more bells come under the care of authorities other than churches. At present, the experience of ringers dealing with local authorities who own rings of bells varies considerably.

Don't ringing associations have insurance?

Some do, and **the cover they have varies from one association to another, so check.** Some have Personal Accident insurance as a benefit for members, to pay them if they are killed or injured while ringing. As was commented above, this is not a blanket cover and those who feel they need insurance for accidents should consider taking out insurance that will provide cover at all times, not only when ringing. Some associations have liability insurance in case the association or individual members could be legally liable for damage or injury they cause to others while carrying out ringing-related activities.

If they have this second sort of insurance covering member liability, it is important to be sure that it includes what is called 'member to member' cover, otherwise damage or injury suffered by other members will not be covered.

An association's insurance policy will specify what it covers. It will not necessarily protect members (for accident or liability) at all times that they are ringing. Cover for accidental death or injury of members or for members' liability may for example be restricted to when they are participating in ringing that is being run by the association, or to ringing at towers affiliated to that association (which may be relevant if your ringing activities straddle a border with another association's territory). It may cover only members, or it may extend to learners under instruction. **Check the policy.**

If the cover does not meet the needs of members, the officers can be asked to consider seeking a broader cover at any time, though normally when the insurance policy is renewed (generally, annually). Remember though that the broader the cover is, then in general the more it costs, and the officers have to weigh up the costs and the benefits.

Some associations have been asked by their insurers to adopt policies relating to health and safety and risk assessment, and to designate an officer to oversee these matters. Such policies on health, safety and risk assessment need to cover the activities that are insured by the insurance policy (e.g., holding meetings or outings, or running ringing at association events). A policy on risk assessment is not the

same as a risk assessment itself – it records the association’s attitude to health and safety and risk assessments, what it does to assess whether a risk assessment is needed, how it would perform one, and how it expects its members to act, if the cover extends to member liability. For guidance on actual risk assessments, refer to Guidance Note 4.

Some associations say they have been told they should buy Employers’ Liability insurance, as well as Public Liability. Even if an association has no employees, volunteers working under its authority and direct control are treated for some purposes as employees (for example in health and safety matters) so they might be excluded from some insurers’ standard Public Liability policies. To ensure they are covered, associations should confirm with the insurer that liability to and of volunteers is covered by the policy, or ensure that there is a separate Employers’ Liability section of the policy (like the church insurance described above) to cover volunteers.

If you are an officer of a ringing association you may be personally liable if anything goes wrong relating to the association itself, particularly where the association or its bell restoration fund is a charity and you are a trustee. This liability might not be covered by other insurances that you have, or the association has. There is a form of insurance called Trustee Indemnity Insurance, which protects trustees against liability provided they have acted honestly and reasonably. An association may buy such insurance, as well as public liability and other types of insurance relating to associations (e.g. insurance of property such as a library, or fidelity insurance to protect against embezzlement). However buying insurance represents a cost to associations so not all have such insurance, and you should always check. Trustee Indemnity Insurance can also be bought on an individual basis.

How is bell restoration and maintenance work insured?

Routine maintenance work performed by a ringer in their home church is likely to be covered by the church’s Personal Accident and Liability insurance. For a major project, though, the position is complicated and you will need advice. Liability insurance is purchased to cover legal liabilities, and where the legal liability for an incident lies is a question of law, not of insurance. It depends on who is doing the work, who has commissioned it and the relationships between the different parties involved. A person, who is not clearly acting as a volunteer or agent under the supervision of another body which accepts the legal liability in respect of what that person does for it, might be personally liable if an incident occurs. If they are representing an association, the association could be liable too. It is sensible on any project of this nature to agree in writing who has the legal responsibility for the work and to check that they have the appropriate insurance to cover accidents and legal liability.

Association insurance may or may not include maintenance or restoration work, and there may be limits on the sort of work that can be carried out. If an association’s insurance cover does not include a particular type of work, the association is at risk if it participates in that type of project without first verifying that a different party is responsible for any liability and liability insurance.

For restoration projects where a commercial builder or bell hanger is carrying out the work, they may be able to include volunteers in their cover. However, experience suggests bell hangers will not cover any church volunteers under their insurance, so the tower captain would need to check whether the church insurance will pick up any liability. If the PCC has commissioned the work the church's insurance should cover other workers, such as volunteers. **Check and ask.** For DIY projects separate cover will probably be needed and can be very expensive, if cover is available at all. You may need to approach the church insurer, failing that an insurance broker or other expert to find an insurer to give this cover.

Age restrictions apply with reduced Personal Accident benefits for youngsters and veterans, and an insurer could charge additional premiums, or even decline altogether, to insure legal liability if participants are outside age limits, because of the increased risk that they perceive with young or older participants.

Remember, restoration work is much riskier than just ringing, where accidents are rare. As well as insurance, you will need to have someone in charge who is aware of the need to carry out risk assessments and to have firm rules for safety in place.

There was an accident, and the insurance company wouldn't pay up. Why not?

This depends on what type of insurance it was, and the circumstances. Personal Accident insurance covers accidents, regardless of fault, but maybe there was no Personal Accident insurance in place that covered the injured person, or that covered the circumstances. A liability insurer on the other hand will not pay a claim unless the insured person was legally liable to pay for the damage – which usually requires them (or a person for whom they were responsible) to have been negligent and for the injury or damage to have occurred because of that negligence.

Sometimes no-one is legally liable. Accidents do happen. Sometimes people are responsible for their own injuries. No rule says that someone else *must* be liable for any accident. If someone is accused of negligence and their insurer thinks that person would be found liable in court, it will generally settle the claim. If it does not think so, it may if necessary defend the case in court on their behalf. Past court decisions guide insurers and courts on how to decide whether there is a valid claim, so many cases do not have to go to court, or are decided quickly if they do. Complex cases sometimes need to be heard in court to establish the facts, or a principle.

How does this fit in with guidance on safety?

Insurance is there to provide compensation when things go wrong. Safety and risk management are about trying to make sure that they don't go wrong in the first place. Having insurance is no substitute for observing proper standards of safety and risk management, and if you have insurance you should take just as much care as if you didn't have it. In fact you have an obligation to do so – an insurer may insist on explicit conditions of this nature when agreeing to provide insurance, and an insurer can in some circumstances refuse cover if the insured person was unduly careless. Think of it as like having a lifejacket on a boat. You like to know it is there and it could

be extremely useful if the boat sinks. However you don't want the boat to sink, and you don't want to do anything that makes it more likely to.

Where can I find out more?

There is more detailed information about insurance on the Central Council's website cccbbr.org.uk and specifically:

- Liability insurance for bell ringers:
cccbbr.org.uk/towerstewardship/notes/liability-insurance-for-bell-ringers.php
- Insurance implications of leaving bells up:
cccbbr.org.uk/towerstewardship/notes/insurance-implications-of-leaving-bells-up.pdf

For further information, contact the Chairman of the CCCBR Tower Stewardship Committee:

Ernie de Legh-Runciman

10 Derwent Drive, Onchan, Isle of Man, British Isles, IM3 2DG

Tel: 07624 426654

Email: tschair@cccbbr.org.uk

The **Guidance Notes** produced by the Tower Stewardship Committee are:-

GN1 - Insurance

GN2 - Tower Management

GN3 - Child Protection In Towers

GN4 - Tower Safety and Risk Assessment

GN5 - Church Law

GN6 - Fire Risk Assessment and Protection

GN7 - Noise, the Law, and the Environmental Health Officer

GN8 - Data Protection and Bell Ringing

These Guidance Notes can be downloaded free of charge from the Tower Stewardship Committee section of the Central Council of Church Bell Ringers website:

cccbbr.org.uk/towerstewardship