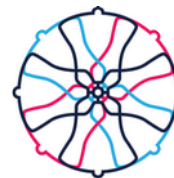




## Stewardship & Management Workgroup

of The Central Council of Church Bell Ringers



THE CENTRAL COUNCIL OF CHURCH  
BELL RINGERS

# Insurance and Ringing

This Guidance Note offers advice to individual ringers, ringing organisations, parochial church councils and clergy regarding factors to consider regarding insurance while ringing tower bells and in other issues related to ringing.

Most tower bells come under the jurisdiction of the Church of England, so this Guidance Note has been produced with this in mind. However, most of the principles addressed will apply to Churches of other denominations and bells outside church ownership and / or control, including those outside the UK. Where appropriate, advice relevant to the specific circumstances must be obtained.

## Fundamentals of insurance

There are various types of insurance:

### Property insurance

aims to compensate if something we own and insure is lost or damaged (e.g. car, house, life). If we don't have insurance for things we own, we are out of pocket if they are lost or damaged.

### Liability insurance

aims to compensate if we, as individuals, 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 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 and will pay the legal costs up to a limit 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 will cover 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.

### Personal accident insurance

pays fixed benefits to the insured, (and not to the injured party. The insured may choose to pass on these benefits but is not bound to do so), for accidental death or specified injury, regardless of fault, and usually has a specified age range for covering people, ranging from 3 to 80. Outside of these ranges those insured under a policy would still be covered for any liability that they might either cause or incur.

## What Insurance Covers

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 (the people or organisations who sign the policy) agree they will cover. All policies have terms, conditions and exclusions, which the insurer must show clearly – so it is important that you read and understand them, before accepting the policy. This Guidance Note refers to what policies may cover, but each policy will be unique. Note that most policy documents will include two parts: the **Schedule** and the **Policy** itself. The policy is a more general document, which shows the range and detail of covers and the schedule details specifically what is covered for the person or organisation effecting the contract, e.g. who is insured and for what limits or sums insured.

### Cover offered by private house contents insurance

If you have **house contents insurance** covering you and your family where you live, it is likely to include third party liability. You are covered if you cause any injury or damage to someone or something else or their property during your private or personal 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. The policy should cover many hobbies or activities, ringing included. Exclusions apply and you need to check these in the policy. There will be a limit of indemnity shown in the policy. Common limits are currently around £5 million, either per incident or in total. This may sound a lot, but it reflects the fact that liability damages can be huge. (If you were deemed negligent in causing injuries to a young person which meant they needed 24 hour care for the rest of their life, damages would be several million pounds. Similarly, if you were held to be liable for causing a fire that guts a church that could be expensive!)

Some, but not all, house contents insurance policies also include an element of **Personal Accident insurance**. This is designed to provide income protection in the event that someone is unable to work as a result of an accident. If you are employed, your employer will usually provide such cover and there are requirements around statutory sick pay. For children and those who are retired there is little relevance. Equally, if individuals need this cover (e.g. if they are self-employed), then they must consider their own circumstances for everything they do, not just the low risk activity of bell ringing. (Most accidents occur on the road, in the kitchen or in the garden.) They should seek more bespoke cover if that provided does not suit or cover what they do for work or hobbies. However, generally extreme or dangerous sports, such as skiing and water activities may be excluded as standard.

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, additional **travel insurance** may be required to cover you while you are abroad.

### Cover offered by church insurance

Every church should have its own insurance with cover provided defined in the policy. A typical Church policy 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.

**Personal Accident** cover provides a low level of compensation for church workers who are killed or injured while involved in the church activities. Note that church workers includes anyone **employed** by the church and **volunteers** involved in church activities. 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 would probably not be considered to cover visiting ringers who are not ringing for that church (though if clearly representing their own home church, they may be covered by that) unless they were acting specifically on behalf of the church/PCC at their request.

This Personal Accident cover, is very limited and will not provide cover in all circumstances so if you need insurance against being killed or injured, you should make your own arrangements to cover your particular circumstances. The limits are likely to include age, the amount paid out and for how long. Any benefit is paid to the insured, who can decide whether or not to pass on this to the injured person.

Churches also generally have **liability insurance** to protect the incumbent, PCC & Churchwardens (who have legal responsibilities) from any liability they may have to others arising out of the activities of the church. The typical 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 ringing for services and practices, and routine maintenance such as stay replacement and muffle fitting. Typically, liability to church workers including the church's own ringers is covered under an **Employers' Liability** section of the policy, (which covers authorised volunteers), whereas liability to third parties and visitors 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 or negligence, 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 out as 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 pays 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 by 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 though this should not be a barrier to the free movement of ringers between churches as it is more beneficial for churches to have their bells rung regularly, especially where there is no local band or is too small to raise enough ringers for events, such as weddings.

## Insurance for Tower Visitors who are not Ringers

Allowing members of the public into areas of the building that they would not normally visit exposes them to conditions which may be familiar to ringers but not to others, and this 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. Occasional visitors to the tower may be covered, but one off larger events such as open days may require specific cover, though this will generally be covered by the Church insurance if this is a PCC authorised activity. Some insurers publish guidance for churches about insurance for tower open days but it is important to ensure that the proposed event is clearly covered, if necessary with additional insurance for the specific event.

## **Insurance for Handbells owned by Churches, Guilds or Associations**

Some churches, Guilds or Associations may own a set of handbells. Unlike tower bells that should be covered by the Church Buildings insurance policy, handbells should be included as part of the Property Contents section of the policy. It is essential that the Contents policy is sufficient, not least because non-ringers negotiating the insurance policy may be unaware of the value of a set of handbells. Also note that there are limits to the sums of money that will be paid out in a single claim, for a single item, and in the period covered by the policy, so they must be set high enough to cover all the property insured. Ringers using the handbells should also check the policy for the cover offered. In particular, there are often clauses restricting cover when bells are stored or transported off the premises covered by the insurance policy.

### **Providing evidence of insurance cover**

Sometimes, visiting ringers are asked to provide evidence that they have insurance cover when they ask for permission to ring at a tower. This is becoming more common particularly as towers that are not in church control and / or ownership increases.

The first thing to note is that 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 found to be the fault of the church, owner or operator.

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 could pay for any damage that they cause to the church or to other people.

If a PCC does insist that visiting ringers confirm that they have liability insurance, (hopefully such instances should be rare,) please ask them to check with their insurer as to whether they are happy to cover the liability for visitors and ringers to the premises, including towers. As a public building, whose aim is to welcome all people you would expect the PCC to be happy to allow visiting ringers. As a rule the PCC would probably expect the tower captain or deputy to check whether the visitors are safe and suitable for the activity or ringing and that risk assessments are in place to control any issues that might arise.

### **Churches not in church ownership and / or control**

An increasing minority of bells hung for ringing are owned and / or controlled by a body other than a church in the Church of England. The Churches Conservation Trust and National Churches Trust may have similar insurance arrangements to churches. 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 complexity is increasing as more bells come under the care of authorities other than churches and the circumstances vary considerably.

## Ringling Guild or Association insurance

Some Guilds / Associations offer insurance to members but the cover provided varies from one association to another and the relevant version must be checked in detail. Guilds/Associations should therefore consider publishing details of what insurance is in place in their annual report. From that members can understand what cover is provided which could benefit and protect them in the event of any incident involving a Guild / Association, and how they can report an incident or make a claim. Some include **Personal Accident insurance** as a benefit for members that would pay out if they are killed or injured while ringing. However, the level of cover is typically very limited and anyone who feels 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 are held to be legally liable for damage or injury they cause to others while carrying out ringing-related activities. It is important to ensure that the insurance 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. There may also be age restrictions (e.g. children and older adults), though these will not apply to Liability insurance.

The cover provided for members is usually agreed by the officers and is best considered for revision prior to the insurance policy being renewed (generally, annually). The broader the cover, then in general the more it costs, and the officers must weigh up the costs and the benefits. With annual association membership fees of only a few pounds per year, broad insurance is simply unaffordable.

Some guilds / 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.

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.

Associations / Guilds may also own property such as a Library, Masters Badge or handbells. These may be covered by **Property insurance in the Contents section of a Policy**. Members using the property insured (handbells, library items, masters badge) should check the policy for the cover offered. In particular, there are often clauses restricting cover when property is stored or transported away from the premises identified by the insurance policy. Typical clauses state requirements for storage out of sight, in a locked building or vehicle.

There are also limits to the sums of money that will be paid out in a single claim, for a single item, and in the period covered by the policy; these must be set high enough to cover the property insured. Periodic

reevaluation is necessary to make sure that cover is sufficient but not excessive: Consider a few scenarios:

- If the library were destroyed, would it actually be replaced? Unique records, such as association / guild minute books, are probably irreplaceable. The money spent on insurance may well be better spent on improved archiving and provision of duplicate and electronic copies of such documents.
- Similarly, if your guild / association is fortunate to own a very rare book, would one be obtainable as a replacement?
- Conversely, a well-thumbed collection of copies of rather aged books that were lent to new learners but have not been used for many years or even decades, would probably not be worth replacing; more suitable up to date books are now bought by learners individually and extensive material is available on-line.
- A master's badge, if it is of significant value, will be worth insuring as you would probably want to replace it if it were lost. However, if it is insured, make sure that it could be replaced by getting a specialist jeweller to make a proper record of it so that it could be reproduced. A specialist jeweller should also provide a valuation which would enable a claim to be made at an appropriate level, noting that the prices of precious metals fluctuate.

If you are an officer of a ringing association you may be personally liable if anything goes wrong relating to the operation of 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 provide such insurance, alongside other types of insurance. Alternatively, individual trustees may wish to provide this cover for themselves.

## Insurance Implications of leaving Bells up

In some circumstances, there is a preference for bells to be left in the "up" position between ringing sessions. It should be noted that:

- Ringers do not have absolute control of the access to bell towers. Control rests in part with the Incumbents and Church Wardens, but others have the right of access at all times. They include Officers of the Insurers, Architects, Fire Officers, maintenance and building workers, etc. It is not therefore possible for ringers to claim that no-one can go up the tower without their permission. In consequence, bells left in the "up" position represent a danger to any unknowledgeable person legitimately entering the tower and not under the supervision of the ringers.
- Though incidents or issues are infrequent, the risk of accidents or near misses is real. The consequences of such an accident can be catastrophic, resulting in death or very serious injury.
- With the increasing tendency of people to go to litigation and the implications of the Health and Safety at Work Act, there is a risk of prosecution of church and tower officers by the HSE

One insurer provides specific guidance on this topic on their website:

<https://www.ecclesiastical.com/documents/bell-ringing.pdf>

The notes indicate a general safe case, which should be interpreted to meet each unique local situation.

## Insurance during Installation, Restoration and Maintenance Work

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 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 major project 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 accept any liability. If the PCC has commissioned the work the church's insurance should cover other workers, such as volunteers. 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.

## **Why Insurance may not Pay Out**

Most policies will include an "Excess" i.e. the sum of money which the insured party has to pay towards the cost of a claim.

Any payment from insurance will depend on what type of insurance cover was agreed 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.

## Insurance and Guidance on Safety

Insurance is there to provide compensation when things go wrong. Safety and risk management aim to ensure 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. An analogy, is having a lifejacket on a boat - it is there and 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.

## Choosing an insurer

Insurance is provided by commercial companies and is therefore simply their business. Church related insurance is a specialist business and there are a few companies that have traditionally dominated this market and other providers are entering the market. As with any product, those paying for the insurance must balance the cost of the cover alongside the cover itself and the service offered by the provider. What may be attractive at the point of purchase may be less attractive if the insurer does not provide the cover you expected if compensation is sought, or they do not have appropriate expertise to defend you when required.

## Additional Information

Some specialist insurance companies offer extensive guidance on their websites.

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### Version Control

Version	Date	Author	Changes
1.0			
2.0	Dec 2018	Ernie de Legh-Runciman	
3.0	Jan 2021	Alison Hodge	Minor changes to heading and Additional Information
4.0	May 2022	Alison Hodge	Minor addition to Guild/Association insurance