

# CADEBY PARISH COUNCIL

Linda Mayne, Parish Clerk  
Broadlands Farm, Main Street, Dadlington, CV13 6HX  
01455 213494, 07766 016764  
cadebyclerk@gmail.com

All Councillors are summoned to the  
**ANNUAL**

## Cadeby Parish Council Meeting

On Friday 13th May 2016 at 7.00pm  
In Cadeby Church Hall, Church Lane, Cadeby

### Agenda

1. Election Of Chairman
2. Declarations of interest, including requests for dispensations from members on matters in which they have a disclosable pecuniary interest
3. Approval of minutes from previous meeting on 11<sup>th</sup> March 2016
4. Councillor Ivan Ould's report – TBC
5. Councillor Maureen Cook's report TBC
6. Police Report
7. Public participation
8. Update of Actions since the previous meeting
  - a. **Update On All Aspects of Progress of the Church Hall, Including Lease, Grant Applications Business Rates and Councillor Ian Smith's conversation with LRALC**
9. Planning Applications
  - 15/01777/04/CS/19
10. Correspondence to be advised
11. Financial Report, including account balances, receipts and payments to be made and quarterly account review and sign-off. Financial Risk Assessment updates and approval as appropriate. Cheques to be approved to be advised. **To accept the Internal Audit 2015/2016**
12. To Consider the Quotes for the Insurance Renewal. **Recommendation**, To accept the most appropriate quote.
13. To Consider the way forward with the future web site in the light of the Transparency Code Funding. **Recommendation** To decide if the PC would apply for funding to be part of the 2commune website
14. Agenda items for next meeting

L Mayne, Parish Clerk

The Public and Press are welcome to attend all meetings of the Parish Council

# CADEBY PARISH COUNCIL

## RECEIPTS & PAYMENTS ACCOUNT for the year ended 31 MARCH 2016.

2015 £		2016 £p
Receipts		
3646	Precept	3592. 00
4	Interest received	7. 19
0	Refund of bank charges, 2014/15	19. 17
20	VAT refund	30. 00
4283	Grants received	
	Village Hall Project	11450. 00
0	Cadeby Church clock repairs	1887. 00
293	Donation, Village Hall Project, Summer BBQ	400. 00
	Donation, Memorial Bench	125. 00
<u>8246</u>		<u>17510. 36</u>
Payments		
1750	Staff Costs	1399. 90
843	General Administration	836. 42
0	Election expenses	82. 30
0	Street lighting	238. 90
4234	Grants paid	
	Cadeby Church clock repairs	1887. 00
50	Christmas Festivities	68. 67
	1 <sup>st</sup> Responders	100. 00
0	Village Hall Project	2989. 44
0	Memorial Bench	416. 67
30	Vat paid	140. 58
50	Donation	0
100	Repairs to Bus Shelter	0
<u>7057</u>		<u>8159. 88</u>
<u>1189</u>	Surplus for the year	<u>9350. 48</u>

CADEBY PARISH COUNCIL

Summary

Bank balances at 1 April 2015

4820.58

Cheque unrepresented at 31 March 2015, cancelled

87.50

4908.08

Receipts

17510.36

22418.44

Payments

( 8159.88 )

Bank balances at 31 March 2016

Current Account

736.06

Deposit Account

13522.50

Less Unrepresented cheques

( 0. )

14258.56

Approved

Chairman .....

Clerk/RFO .....

Report

I have examined the above Receipts & Payments Account, and certify that it is in accordance with the records presented by the Clerk/RFO.

7 May 2016

02476 385405

82 Lutterworth Road

[j.humphreys405@btinternet.com](mailto:j.humphreys405@btinternet.com)

Nuneaton

07 05 2016

CV11 6PH

Mrs L Mayne,

Clerk, Cadeby Parish Council

Broadlands Farm

Main Street

Dadlington CV13 6HX

Dear Mrs Mayne, *Lieke*

I enclose 2 copies of the Receipts & Payments Account for the y/e 31 03 2016.

Hopefully the account is self explanatory, please let me know if you need further information.

As mentioned on the phone, you did not draw your net salary for the quarter ended 30 06 2016. You should now draw a cheque for £ 350.10p – unfortunately, the effect on the accounts will affect 2 years, showing an underpayment in 2015/16, and a corresponding overpayment in 2016/17.

I note that the Financial Regulations document was introduced to the Council in late 2015, but there has been no mention in later meeting minutes of the document having been considered again. We have talked about the impact of these Regulations on the general conduct of financial matters by the Council, and the enhanced level of accounting records that the Regulations require. I know you are bringing the paper forward at your next meeting, so hopefully the Council will have done what is necessary before the implementation date later this year.

Yours sincerely,



John Humphreys, F C A



# Cadeby Parish Council

Financial Report: 13th May 2016

<b>Business Money Manager Account</b>				
Item	Date	Paid In (£)	Paid Out (£)	Total (£)
<b>Opening Balance</b>	<b>22nd February</b>			<b>6,520.37</b>
Interest	4th March	2.13		6,522.50
fund Transfer	11th March		3,000.00	3,522.50
H&BBC precept	08th April	1,656.00		5,178.50
				5,178.50
				5,178.50
				5,178.50
				5,178.50
				5,178.50
				5,178.50
<b>Closing Balance</b>				<b>5,178.50</b>

<b>Community Account</b>				
Item	Date	Paid In (£)	Paid Out (£)	Total (£)
<b>Opening Balance</b>	<b>22nd February</b>			<b>374.59</b>
cheque 100522	23rd February		45.00	329.59
Fund Transfer	11th March	3,000.00		3,329.59
cheque 100533	17th March		50.00	3,279.59
cheque 100532	17th March		349.90	2,929.69
cheque 100534	29th March		40.50	2,889.19
cheque 100535	29th March		1,887.00	1,002.19
cheque 100531	30th March		87.60	914.59
cheque 100529	31st March		35.00	879.59
cheque 100523	05th April		143.53	736.06
				736.06
				736.06
				736.06
				736.06
				736.06
				736.06
				736.06
				736.06
<b>Closing Balance</b>				<b>736.06</b>

<b>Cheques Outstanding</b>	

<b>Total</b>	<b>0</b>
<b>Reconciled Balance</b>	<b>736.06</b>

<b>Cheques for Approval &amp; Signing</b>	
ch 100536 Hire of Hall O/S	10.50
ch 100537 LRALC	111.47
ch 100538 J Humphreys	75.00
ch 100539 Clerk's salary June 2016	437.50
ch 100540 Clerk's salary June 2015	350.10
Clerk's mileage to date	36.00
<b>Total to be transferred from MM A/C</b>	<b>1020.57</b>
<b>New Balance MM A/C</b>	<b>14,157.93</b>

# CADEBY PARISH COUNCIL

ASSET REGISTER 31<sup>ST</sup> MARCH 2016

DATE	AMOUNT	DETAIL
OCTOBER 2009	£8860	2 BUS SHELTERS
MARCH 2009	£ 400	P A EQUIPMENT
? 2001	£5145 (approx.)	VILLAGE SIGN
? 2013	£ 350	NOTICEBOARD
DECEMBER 2015	£2000	FURNITURE
TOTAL	£16755	

LINDA MAYNE

CLERK AND R.F.O.

CADEBY PARISH COUNCIL

## General Notes

### 1. Fair Presentation of the Risk

This renewal quotation is provided on the understanding that all material facts have been disclosed to us in a clear and accessible manner and have not been misrepresented to us.

If you do not comply with the above and any such non-disclosure or misrepresentation by you is:

- a) proven by us to be deliberate or reckless we may:
  - i) avoid the policy which means that we will treat it as if it had never existed and refuse all claims, in which case we will not return the premium paid by you; and
  - i) recover from you any amount we have already paid for any claims including costs or expenses we have incurred.
- b) not deliberate or reckless, the policy may be affected in one or more of the following ways depending on what we would have done if we had known about the facts which you failed to disclose or misrepresented:
  - i) if we would not have provided you with any cover we will have the option to:
    - 1) avoid the policy which means that we will treat it as if it had never existed and repay any premium paid; and
    - 2) recover from you any amount we have already paid for any claims including costs or expenses we have incurred
  - ii) if we would have applied different terms to the cover we will have the option to treat the policy as if those different terms apply. We may recover any payments made by us on claims which have already been paid to the extent that such claims would not have been payable had such additional terms been applied
  - iii) if we would have charged you a higher premium for providing the cover we will charge you the additional premium which you must pay in full.

A “material fact” would be a circumstance or representation that would influence our judgement in determining whether to take the risk and, if so, on what terms. If you are in any doubt where a particular fact is material you should declare it.

### 2. How we use personal information

We hold personal information in accordance with the Data Protection Act 1998. The information supplied to us by you may be held on computer and passed to other insurers and reinsurers for underwriting and claims purposes. You should show this to anyone whose personal information may be processed to administer this policy including handling any claims.

We use a variety of security technologies and procedures to help protect personal information from inappropriate use, and we will continue to revise procedures and implement additional security features as new technology becomes available.

We may use personal information for underwriting and claims purposes, statistical analysis, management information, market research, audits on the handling of claims, systems integrity testing, and risk management. We will only share personal information as described in this notice or where we are required or allowed to do so by law.

We may record or monitor telephone calls for security and regulatory purposes.

### **3. Cancellation**

All insurance policies run for a fixed period of time. The Insured can terminate an insurance contract verbally or in writing at any time. No refund will legally be due for any unused period of cover outside of the 'cooling off period' for consumer customers or following initiation for organisations and businesses. The Insurer may cancel the policy by giving 30 days notice in writing. In such an event the insured will be entitled to a return of premium in respect of the unexpired portion of the period of insurance.

### **4. Complaints Procedure**

We value the opportunity to look into any concerns you may have with the service we have provided and we are committed to handling all complaints fairly, consistently and promptly. All of our policy documentation includes full details of our complaints procedure.

### **5. Motor Insurance Database**

Information relating to your insurance policy will be added to the Motor Insurance Database (MID) managed by the Motor Insurers' Bureau (MIB). MID and the data stored on it may be used by certain statutory or authorised bodies including the police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- a) electronic licensing
- b) continuous insurance enforcement
- c) law enforcement (prevention, detection, apprehension and or prosecution of offenders)
- d) the provision of government services or other services aimed at reducing the level and incidence of uninsured driving.

If a vehicle of yours is involved in a road traffic accident (either in the United Kingdom, the European Economic Area or certain other territories), insurers or the MIB may search the MID to obtain relevant information.

Persons (including their appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds correct registration numbers for your vehicles. If incorrect details for any of your vehicles are shown on the MID you are at risk of having the relevant vehicle seized by the police. You can check that correct registration number details for your vehicles are shown on the MID at [www.askmid.com](http://www.askmid.com)

### **6. Claims History**

When you tell us about an incident or circumstance we may pass information relating to it to the Claims and Underwriting Exchange Register (CUE), run by Insurance Database Services Ltd (IDSL) Motor Insurance Anti-Fraud and Theft Register (MIAFTR), run by the Association of British Insurers (ABI) or other relevant database.

We and other insurers may search these databases when you apply for insurance, in the event of any incident, circumstance or claim or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim. This helps to check information provided and prevent fraudulent claims.

## 7. Fraud Prevention and Detection

In order to prevent and detect fraud we may at any time:

- a) share information about you with other organisations including the police
- b) conduct searches using publicly available databases
- c) undertake credit searches
- d) check and share your details with fraud prevention and detection agencies.

If false or inaccurate information is provided and fraud is identified details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering for example when:

- a) checking details on applications for credit and credit related or other facilities
- b) managing credit and credit related accounts or facilities
- c) recovering debt and tracing beneficiaries
- d) checking details on proposals and claims for all types of insurance
- e) checking details of job applicants and employees.

Please contact us if you want to receive details of the relevant fraud prevention agencies. We and other organisations may access and use from other countries the information recorded by fraud detection agencies.

## 8. Sanctions

Notwithstanding any other terms of any policy we issue, such policy will be deemed not to provide cover nor will we make any payment or provide any service or benefit to you or any other party to the extent that such cover, payment, service or benefit would violate any applicable trade or economic sanctions law or regulation.

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### Zurich Insurance plc

A public limited company incorporated in Ireland. Registration No. 13460. Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland.

UK Branch registered in England and Wales Registration No. BR7985. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance plc is authorised by the Central Bank of Ireland and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our regulation by the Financial Conduct Authority are available from us on request. These details can be checked on the FCA's Financial Services Register via their website [www.fca.org.uk](http://www.fca.org.uk) or by contacting them on 0800 111 6768. Our FCA Firm Reference Number is 203093.

Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

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# Local Council Advisory Service (LCAS)

Get the risk management advice you need,  
when you need it.

Safety at work, public events,  
ground maintenance, the control  
of contractors – whatever risks  
you need information on, there  
is an easy way to get up-to-  
date, accurate, helpful risk  
management advice.

**Become a member of  
Zurich's Local Council  
Advisory Service (LCAS).**



Call the LCAS helpline  
for more information  
9am – 5pm Monday to Friday

**0345 301 2784**  
(Option 3)

or email  
[lcashelpline@uk.zurich.com](mailto:lcashelpline@uk.zurich.com)

## **LCAS gives you access to Zurich's expertise and support.**

We know how difficult it is for local councils to get full, accurate  
information on risk. This is why we set up LCAS. It's a service dedicated  
to helping you manage risks at your council. LCAS is available to all local  
councils, whether or not you are insured with Zurich.

## **What you get as a member**

A helpline to answer your questions

It's good to know that there's someone you can contact when you've got  
a question. As an LCAS member you can phone or email us, and we will  
respond to your query by the next working day.

We can:

- **Keep you informed about legislation.**
- **Assist in minimising the potential risk of injury to employees  
and members of the public.**
- **Help reduce claims being made against the council.**

## Comprehensive guide to risk management

On becoming a member of LCAS you will receive the LCAS guide to risk management via email. This is a valuable resource, packed with advice on the law and compliance. It's an interactive PDF, which makes it easy to use and easy to share with your colleagues. Plus we send you updates, so you always have accurate information to hand.

It contains:

- practical guidance on specific risks – from manual handling and office safety to sports facilities and managing events.
- useful documents such as checklists covering issues including playground inspections and asbestos.
- 30 completed example risk assessments.

## Bulletins to keep you up to date

Twice a year, you will get an email bulletin from LCAS, full of articles about operational risk management issues.

## A free place at our seminars

Your membership includes a free place at our annual half-day seminars.

What's more these respected and valued seminars are now available for all non member delegates at just £30 (+VAT), so even more people can benefit from our expertise and support.

We always cover topics that are high on council agendas, such as managing events safely or accidents and claims reviews.

## 25% off risk management products

Members enjoy a discount on all our risk management products:

- Health and safety reviews.
- Safety inspections.
- Liability surveys.
- Fire and security surveys.
- Risk management training.

### What do our members think?

"One of the best seminars, each year very interesting and entertaining."

"Never fail to learn new things from a seminar."

"Keeps us informed and truly balanced in our approach to our activities."

Call the LCAS helpline for more information

9am – 5pm Monday to Friday 0345 301 2784 (Option 3)  
or email [lcashelpline@uk.zurich.com](mailto:lcashelpline@uk.zurich.com)

#### Zurich Municipal

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## All these benefits from under £9.50 a month

**Local councils with a clerk plus two or more employees**  
Flat Rate: £145 + VAT Per Year

**Smaller local councils**  
Flat Rate: £95 + VAT Per Year

**Zurich Insurance Customers**  
Flat Rate: £95 + VAT Per Year

## What you get as a member

- LCAS guide to risk management and updates.
- Two risk management bulletins per year.
- One free place at the annual regional seminars.
- Operational risk management helpline and dedicated email address.
- 25% discount on Zurich's local council risk management products.

  
**ZURICH**  
MUNICIPAL



## LONG TERM AGREEMENT

### 1. Explanatory Note

Discounts are given off annual premiums where the Insured enters into a Long Term Agreement, normally of five years duration. If the Company does not change any terms (including premium rates) then the Insured must offer the business for renewal. The following would not be considered as changes in terms:

- (i) Premium changes because of alterations to policy estimates (sums insured, wages & salaries, etc.)
- (ii) Inflationary increases (Average Earnings Index applies) on Motor, Engineering & Risk & Financial Management Programme (Premium/fees/deductible)
- (iii) Any market agreed restrictions in cover e.g. Terrorism
- (iv) The imposition by Government of any levy or tax

Any changes to terms or conditions other than those stated above releases the Insured from the agreement & the business need not be renewed. If, however, the Insured accepts the new terms then the agreement continues without interruption.

An offer by the Company during the currency of a Long Term Agreement involving a lower premium or less onerous conditions does not constitute a valid reason for terminating the agreement.

Each Part is considered to be a separate contract for the application of the Long Term Agreement. Likewise each part of a combined policy incorporating a Long Term Agreement is treated as a separate contract, i.e. a break on a part of the policy does not affect Agreements on other parts.

The existence of a Long Term Agreement clause in the policy is evidence of the contract & hence it is not necessary to have a signed form.

Ms Linda Mayne  
Cadeby Parish Council  
Broadlands Farm  
Main Street  
Dadlington  
Nuneaton  
Warwickshire  
CV13 6HX

## Local Council Policy Schedule (Quote)

The Policy, the Policy Schedule, Certificates of Insurance and Endorsements form one document and should be read together. This Schedule replaces any previous Schedule.

Policy Number	TBC
Insured	Cadeby Parish Council
Business	Parish / Town Council
Period of Insurance	
From	01 <sup>st</sup> June 2016
To	31 <sup>st</sup> May 2017
and any other period for which cover has been agreed.	
Annual Premium	£319.16
Premiums are inclusive of Insurance Premium Tax and/or VAT as appropriate.	
Long term agreement active until	31 <sup>st</sup> May 2019
Preparation Date	03 <sup>rd</sup> May 2016
Prepared by	Mrs Gerri Sutherland

### Policy Cover Declaration:

You, the Insured, know of no known losses, events that could give rise to a claim, or circumstances that would be prejudicial to us, the Insurer, should the basis of cover on the below given insurance product (s) be changed.

## **PART C – All Risks**

### **Table Headings**

Contents (a)	Furniture, fixtures, fittings and tenants improvements
Contents (b)	Other Contents and consumable stock not specified below including printed books and unused stationery
Contents (c)	Computer Equipment, other office equipment and sports equipment
Contents (d)	Televisions, audio-visual and photographic equipment (excluding videos), beer, wine, spirits, tools and gardening equipment
Contents (e)	Tobacco
Contents (f)	Camcorders, videos and gaming machines
Contents (g)	Civic Regalia

### **Additional Items:**

Where no premises address is shown, the item is not based at one location and cover is provided anywhere within the TERRITORIAL LIMITS.

<b>Item Description</b>	<b>Sum Insured</b>	<b>Excess</b>
General Contents	£490.00	£250
Street Furniture	£18,566.00	£250

The excess stated applies to each and every loss.

**Operative Endorsements:** 1, 2, 3 & 7 (see pages 31 - 33)

## PART D – Money

	Limit any one loss
1. Loss of Non-Negotiable MONEY in the situations specified in items 2(a), 2(b), 2(c)(i) and 2(c)(ii):	£250,000
2. Loss of other MONEY:	
(a) in transit in the custody of any MEMBER or EMPLOYEE or in transit by registered post (limit £250), or in a Bank Night Safe	£5,000
(b) in the private residence of any MEMBER or EMPLOYEE	£500
(c) in the PREMISES	
(i) in the custody of or under the actual supervision of any MEMBER or EMPLOYEE	£5,000
(ii) in locked safes or strongrooms	£5,000
(iii) in locked receptacles other than safes or strongrooms	£250

**Excess:** £50 each and every loss

**Personal Accident Assault Limits:** Stated in Section 3(c) (*see page 33*)

Operative Endorsements:

In regard of section 1, the definition of persons insured shall be between the ages of 16 and 90

## **PART E – Public Liability**

**Limit of Indemnity:** £12,000,000

**Excess:** £100 each and every claim in respect of Section 2(d)(ii)

### **Operative Endorsements:**

1. Environmental Clean Up Costs. The following Special Definitions are added to Section 1:

#### **Clean Up Costs**

- a) Testing for or monitoring of Pollution or Contamination
- b) the costs of Remediation required by any Enforcing Authority to a standard reasonably achievable by the methods available at the time that such Remediation commences.

#### **Remediation**

Remedying the effects of Pollution or Contamination including primary, complementary and compensatory actions as specified in the Environmental Damage (Prevention and Remediation) Regulations 2009.

#### **Enforcing Authority**

Any government or statutory authority or body implementing or enforcing environmental protection legislation within the **territorial limits**.

#### **Cover**

With effect from 01 July 2009 or the inception of the policy if later, the **insurer** will indemnify the **insured** in respect of all sums including statutory debts that the **insured** is legally liable to pay in respect of Clean Up Costs arising from environmental damage caused by Pollution or Contamination where such liability arises under an environmental directive, statute or statutory instrument.

Provided always that:

- a) liability arises from Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance. All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the same time such incident takes place
- b) the **insurer's** liability under this Extension shall not exceed £1,000,000 for any one occurrence and in the aggregate in any one Period of Insurance and will be the maximum the **insurer** will pay inclusive all costs and expenses. This limit will form part of and not be in addition to the Limit of Indemnity stated in the Schedule
- c) immediate loss prevention or salvage action is taken and the appropriate authorities are notified

## **Exclusions**

The **insurer** shall be under no liability:

1. in respect of Clean up Costs for **damage** to the **Insured's** land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the **insured's** care, custody or control
2. for **damage** connected with pre-existing contaminated property
3. for **damage** caused by a succession of several events where such individual event would not warrant immediate action
4. in respect of removal of any risk of an adverse effect on human health on the Insured's land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the **insured's** care, custody or control
5. in respect of costs in achieving an improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time Remediation commences
6. in respect of costs for prevention of imminent threat of environmental damage where such costs are incurred without there being Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident
7. for **damage** resulting from an alteration to subterranean stores of groundwater or to flow patterns
8. in respect of costs for the reinstatement or reintroduction of flora or fauna
9. for **damage** caused deliberately or intentionally by the **insured** or where they have knowingly deviated from environmental protection rulings or where the **insured** has knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which they are responsible
10. in respect of fines or penalties of any kind
11. for **damage** caused by the ownership or operation on behalf of the **insured** of any mining operations or storage, treatment or disposal of waste or waste products other than caused by composting, purification or pre-treatment of waste water
12. for **damage** which is covered by a more specific insurance policy
13. for **damage** caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed
14. for **damage** caused by disease in animals belonging to or kept or sold by the **insured**.

2. Section 13 – Exclusion 2 b) is amended to read as:

exemplary or punitive damages awarded by any Court of Law outside the **territorial limits**.

3. The following Section is added:

**Section 15 - Corporate Manslaughter and Corporate Homicide Act 2007**

The **insurer** will indemnify the **insured** against legal costs and expenses incurred with the **insurer's** prior written consent in defending any criminal prosecution including an appeal against a conviction arising from any such prosecution and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the Period of Insurance in the course of the **business**.

Provided that:

- a) the **insurer's** total liability under this Section will not exceed in the aggregate the sum specified in the Schedule as the Limit of Indemnity in any one period of insurance. This limit will form part of and not be in addition to the Limit of Indemnity specified in the Schedule
- b) this Section will only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- c) the **insurer** must consent in writing to the appointment of any solicitor or counsel who are to act for and on the **insured's** behalf
- d) the **insured** will give to the **insurer** immediate notice of any summons or other process served upon the **insured** which may give rise to proceedings under this Section
- e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- f) the **insurer** will not be liable for:
  - i) any deliberate or intentional criminal act committed by the **insured** giving rise to a corporate manslaughter or corporate homicide charge
  - ii) fines or penalties of any kind
  - iii) the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of:
    - 1) the Health and Safety at Work, etc Act 1974 or any regulations made thereunder
    - 2) the Consumer Protection Act 1987 or any regulations made thereunder
  - iv) defence costs available from any other source or provided by any other insurance or where but

for the existence of this Section indemnity would have been provided by such other source or insurance

- g) where the **insurer** has already indemnified the **insured** in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another section of the policy the amount paid under that section will be taken into account in arriving at the **insurer's** liability payable under this Section.
4. It is agreed that that Section 13 Exclusion 10 of this Part shall not apply to any discharge, release or escape of legionella from any **premises** owned or operated by the **insured** subject to:
- a) a regular risk assessment being carried out of all water systems to assess the risk of legionella and the suitable management of any risk of legionella being identified in the risk assessment; and
  - b) compliance with the Health and Safety Commission's Approved Code of Practice entitled "Legionnaires disease - The control of legionella bacteria in water systems"; and
  - c) details having been supplied by the **insured** to the **insurer** of the number of **premises** owned or operated by the **insured** where cooling towers, evaporative condensers and/or other apparatus giving rise to an increased risk of legionella are present; and
  - d) details having been supplied by the **insured** to the **insurer** of all incidents of legionellosis having occurred at any **premises** owned or operated by the **insured** in the last ten years.

All Pollution or Contamination which arises out of or as a consequence of any discharge, release or escape of legionella from any **premises** owned or operated by the **insured** shall be deemed to have occurred on the date that the **insured** first become aware of circumstances which have given or may give rise to such Pollution or Contamination.

This Part shall not apply to any claim arising from Pollution or Contamination which arises out of or as a consequence of any discharge, release or escape of legionella from any **premises** owned or operated by the **insured** if before the current Period of Insurance the **insured** had become aware of circumstances which have given or may give rise to such Pollution or Contamination.

The **insurers** total liability for Pollution or Contamination, including the indemnity provided by this endorsement, which is deemed to have occurred during the Period of Insurance will not exceed in the aggregate the sum specified in the Schedule as the Limit of Indemnity.

The **insured** shall give notice in writing to the **insurer** immediately on becoming aware of circumstances which have given or may give rise to a claim under this endorsement.

## 5. **OFFICIALS INDEMNITY**

'Under Part E - Public Liability, for the purposes of Section 3 - Financial Loss, **employee** is held to include **member**'

There is no additional premium required for this cover.



## **PART G – Employers Liability**

### **Limit of Indemnity:**

£10,000,000

### **Operative Endorsements:**

1. The following Section is added.

#### **Section 8 – Corporate Manslaughter and Corporate Homicide Act 2007**

The **insurer** will indemnify the **insured** against legal costs and expenses incurred with the **insurer's** prior written consent in defending any criminal prosecution including an appeal against such a conviction arising from any such prosecution and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the Period of Insurance in the course of the **business**.

Provided that:

- a) The **insurer's** total liability under this Section will not exceed in the aggregate the sum specified in the Schedule as the Limit of Indemnity in any one period of insurance. This limit will form part of and not be in addition to the Limit of Indemnity specified in the Schedule
- b) this Section will only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- c) the **insurer** must consent in writing to the appointment of any solicitor or counsel who are to act for and on the **insured's** behalf
- d) the **insured** will give to the **insurer** immediate notice of any summons or other process served upon the **insured** which may give rise to proceedings under this Section
- e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- f) the **insurer** will not be liable for:
  - i) any deliberate or intentional criminal act committed by the **insured** giving rise to a corporate manslaughter or corporate homicide charge
  - ii) fines or penalties of any kind
  - iii) the defence of any criminal proceedings brought or in an appeal against conviction rising from such proceedings in respect of breach of:
    - 1) the Health and Safety at Work, etc., Act 1974 or any regulations made thereunder

2) the Consumer Protection Act 1987 or any regulations made thereunder

- iv) defence costs available from any other source or provided by any other insurance or where but for the existence of this Section indemnity would have been provided by such other source or insurance
- g) where the **insurer** has already indemnified the **insured** in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of an or investigation connected with corporate manslaughter or corporate homicide under another section of the policy the amount paid under that section will be taken into account in arriving at the **insurer's** liability payable under this Section.

**PART H – Libel and Slander**

**Sum Insured** £250,000

**Excess:** 10% each and every claim or £1,000 whichever is the lower

## PART N – Fidelity Guarantee

### Persons Guaranteed:

All MEMBERS and EMPLOYEES

### Sum Insured

£250,000

**Excess:** £100 each and every loss

## PART O – Personal Accident

Cover is limited to £500,000 any one person and £2,000,000 any one incident.

### Persons Insured:

#### Employees

Capital Sum	£50,000.00
Weekly Sum	£200.00
Cover	Sections 2 and 3 - Accident and Assault Cover

#### Directors/Councillors

Capital Sum	£50,000.00
Weekly Sum	£200.00
Cover	Sections 2 and 3 - Accident and Assault Cover

#### Key Personnel

Key Personnel	Linda Mayne	
Capital Sum		£50,000.00
Weekly Sum		£500 for up to 10 weeks and £100 per week thereafter
Cover	Sections 2 and 3 - Accident and Assault Cover	

### Operative Endorsements:

#### 1) Age extension endorsement

Special Condition 4 of Section 5 is inoperative provided always that the **insurer** will not make any payment of any benefit or in respect of any expense or loss arising from any Person Insured who has attained the age of 90 years unless such expense or loss arises during the period of insurance during which the Person Insured attains the age of 90

#### 2) Key Personnel endorsement

It is agreed that Section 2 and Section 3 will be extended to a 24hr basis for Key Personnel.

Section 4 - Excluded Causes is extended to; motor cycling, winter sports other than skiing or snowboarding in the United Kingdom or on a dry ski slope or within a snow dome, skating or curling, aerial pursuits including but not limited to ballooning, bungee jumping, gliding, hang-gliding, micro lighting, parachuting, paragliding or parascending, jet skiing or white water rafting, mountaineering or rock climbing using guides or ropes, hiking,

trekking or mountaineering above 3,000 metres, caving, and diving using external breathing apparatus.

## **PART P – Legal Expenses**

The Claims Handling Agent is DAS Legal Expenses Insurance Company Limited.

### **Section:**

3. Employment Disputes and Compensation Awards	
(A) Employment Disputes	Operative
(B) Compensation Awards	Operative
4. Legal Defence	Operative
5. Property Protection and Bodily Injury	
(A) Property Protection	Operative
(B) Bodily Injury	Operative
6. Tax Protection	Operative
7. Contract Disputes	Not Operative
8. Statutory Licence Protection	Operative
<b>Limit of Indemnity:</b>	£100,000

The following is also operative: EPL Extension  
Section 2 (c) shall read:

(c) in civil claims other than claims under Section 3 it is always more likely than not that a Person Insured will recover damages (or obtain any other legal remedy which the **insurer** has agreed) or make a successful defence.

Provisos (i) (1), (i) (2) and (ii) to Section 3 (B) are deleted.

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**Zurich Insurance plc**

A public limited company incorporated in Ireland. Registration No. 13460. Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland.

UK Branch registered in England and Wales Registration No. BR7985. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance plc is authorised by the Central Bank of Ireland and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our regulation by the Financial Conduct Authority are available from us on request. These details can be checked on the FCA's Financial Services Register via their website [www.fca.org.uk](http://www.fca.org.uk) or by contacting them on 0800 111 6768. Our FCA Firm Reference Number is 203093.

Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

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**honours2@aol.com**

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**From:** "Linda Mayne" <broadlandsfarm@btinternet.com>  
**Date:** 10 May 2016 10:49  
**To:** "Denis Winterbottom" <deniswinterbottom@northwarks.gov.uk>; "Jonathan Lane" <Jonathan.Lane@arrowchem.com>; "Ian Smith" <Ian@wessexheritagetrust.org>; "Simon Freeman" <waitonlyformyboothheels@yahoo.co.uk>; "Steve morgan" <the.morgans@waitrose.com>  
**Cc:** "Pierre Vettori" <honours2@aol.com>  
**Attach:** General Notes.pdf; LCAS leaflet 2015.pdf; LTA Explanation pdf.pdf; Cadeby Parish Council Policy Schedule.pdf  
**Subject:** Fw: Insurance Renewal Quote for: Cadeby Parish Council

Dear All

I did try my hardest to obtain like for like quotes

**From:** [Gerri Sutherland](#)  
**Sent:** Wednesday, May 4, 2016 3:44 PM  
**To:** [Linda Mayne](#)  
**Subject:** Insurance Renewal Quote for: Cadeby Parish Council

Dear Linda,

Further to our conversation, I am pleased to present your Zurich Insurance quote for **Cadeby Parish Council**, see attached **for more details**. Please check and confirm receipt.

***We promote transparency and have offered our lowest available price. We therefore ask that you do not share this figure with other insurers in order to maintain a fair tender process.***

Our understanding of your organisation is that:

☞ The organisation is a local government council

☞ The cover would run from **1<sup>st</sup> June 2016**

☞ The wages and salaries are **£1,750**

☞ No significant claims have been made in the last 3 years other than those you may have already disclosed.

☞ You are not currently in a Long Term Undertaking with your current insurance supplier, and as such, are happy to change to Zurich if the proposal is financially compelling.

☞ You wish to compare insurance quotations fairly and with a level of transparency; the best combination of price and cover will be chosen.

You have asked for the insurance covers outlined in the attached Policy Schedule.

We believe we offer a market leading Town and Parish Council insurance policy, tailored to your needs. Our cover is comprehensive and I would like to draw your attention to the following cover highlights:

Cover Levels	Zurich Municipal
Public Liability	<b>£12 Million</b>
Officials Indemnity	<b>£12 Million</b>
Employers Liability	£10 Million
Fidelity Guarantee	<b>£250,000</b>
Personal Accident	£50,000 & £200pw
Libel and Slander	£250,000
Legal Expenses	£100,000
Key Person Cover	<b>Included see policy for details</b>



Money	Crossed Cheques Â£250,000 Transit/premises/safes Â£5000 Locked receptacles/Residence Â£500
All Riskâ€™s Excess	Â£250

**Pricing:**

The annual cost with Zurich is detailed below including pricing for a 3 year long term agreement (LTA), for which we will give you a further saving. I am enclosing an explanation of the terms governing LTAâ€™s.

Policy Term	Annual Premium including Insurance Premium Tax @ 9.5%
3 year Long Term Agreement	<b>Â£319.16</b>
1 Year	Â£326.94

As promised if you decide you need Hirerâ€™s Liability please find below the cost which would be added to the above quote.

Hirerâ€™s Liability Cover if Required	Annual Premium including Insurance Premium Tax @ 9.5%
Â£2 Million Cover	<b>Â£27.38</b>
1 Year	Â£54.75

I hope you find this proposal clear and easy to understand. Should you have any questions please contact me direct on 01243 832018.

**If you would like to accept this quotation all you need do is respond to this email confirming which option you would like to proceed with.**

Kind regards

*Gerri*

**Gerri Sutherland - Cert CII**

Zurich Town, Parish and Community Councils

**Direct:** 01243 832018

**Fax:** 01243 210101

**New Business Executive**

PO Box 726, Chichester, PO19 9PS

**Website:** [www.zurichtownandparish.co.uk](http://www.zurichtownandparish.co.uk)

**Email:** [gerri.sutherland@zurichtownandparish.co.uk](mailto:gerri.sutherland@zurichtownandparish.co.uk)



**OVER 20 YEARS**

**of town, parish and community council insurance**

Zurich Financial Services (UKISA) Limited and Zurich Insurance plc are members of the Zurich Financial Services group of companies, of which the ultimate parent company is Zurich Financial Services Ltd, a company registered in Switzerland (number CH-023.3.020.5108).

Zurich Insurance plc is a public limited company incorporated in Ireland, Registration No. 13460, Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland; UK branch registered in England and Wales, Registration No. BR7985, UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ. Zurich Insurance plc is authorised by the Irish Financial Regulator and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from us on request.

Zurich Financial Services (UKISA) Limited is registered in England and Wales under company registration number 01860680, with its registered office at UK Life Centre, Station Road, Swindon SN1 1EL. Zurich Financial Services (UKISA) Limited is a holding company of the life business in the UK. The following subsidiaries are authorised and regulated by the Financial Conduct Authority, are registered in England and Wales under the stated registration numbers, and have their registered office at UK Life Centre, Station Road, Swindon SN1 1EL: Zurich Assurance Ltd (2456671), Zurich Intermediary Group Limited (1909111), Zurich Independent Wealth Management Limited (2088643), Zurich Advice Network Limited (492466), Sterling ISA Managers Limited (2395416). Sterling is a trading name of Zurich Assurance Ltd.

Any views or opinions expressed in this email are those of the author only. Communications will be monitored regularly to improve our service and for security and regulatory purposes.

The information contained in this message is confidential and may be legally privileged. This message is intended for the addressee(s) only. If you are not the intended recipient, please do not read, copy or otherwise use it and do not disclose it to anyone else. Please notify the sender of the delivery error and then delete the message from your system. Thank you for your assistance.

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**honours2@aol.com**

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**From:** "Linda Mayne" <broadlandsfarm@btinternet.com>  
**Date:** 10 May 2016 10:48  
**To:** "Denis Winterbottom" <deniswinterbottom@northwarks.gov.uk>; "Jonathan Lane" <Jonathan.Lane@arrowchem.com>; "Simon Freeman" <waitonlyformybootheels@yahoo.co.uk>; "Ian Smith" <Ian@wessexheritagetrust.org>; "Steve morgan" <the.morgans@waitrose.com>  
**Cc:** "Pierre Vettori" <honours2@aol.com>  
**Attach:** Cadeby Parish Council.pdf; Local Councils - New Business NBSOC v1 01 04 15.pdf; Local CouncilsCombined v3.pdf; TOBA Commercial V11 MICR July 2015.pdf  
**Subject:** Fw: Insurance Quote from Aon UK Ltd

**From:** [Enterprise](#)  
**Sent:** Saturday, May 7, 2016 10:13 AM  
**To:** [broadlandsfarm@btinternet.com](mailto:broadlandsfarm@btinternet.com)  
**Subject:** Insurance Quote from Aon UK Ltd

Good morning

Please find attached your insurance quotation for your Parish Council. If you would like to proceed or have any questions, simply reply to this email or call the office on 0345 7537070.

We look forward to hearing from you.

**Local Councils Team**  
**Aon Risk Solutions** | Affinity | SME  
 Aon UK Limited | PO Box 739 | Redhill | RH1 9FU  
 t 0345 753 7070  
[enterprise@aon.co.uk](mailto:enterprise@aon.co.uk)

[insurance.aon.co.uk](http://insurance.aon.co.uk) | [LinkedIn](#) | [Twitter](#) | [Facebook](#) | [Google+](#)



PO Box 739  
Redhill, RH1 9FU  
[enterprise@aon.co.uk](mailto:enterprise@aon.co.uk)

Linda Mayne  
Cadeby Parish Council  
Broadlands Farm Main Street  
Dadlington  
Nuneaton  
Warwickshire  
CV13 6HX

07 May 2016

Dear Mrs Mayne

## Your Local Council Insurance Quotation

Thank you for providing us with the opportunity to quote for your Local Council Insurance. This quotation is valid for 30 days from the date of this letter. We have only approached Maven Underwriters (Maven) for this Local Council Insurance Policy and have not provided you with advice or a recommendation. The total cost to the council for the forthcoming year is as follows;

**£310.03** including Insurance Premium Tax at 9.5%

Arrange Your Council Insurance for 3 Years and Save 5%

You have the option to save an additional 5% on the above premium (excluding terrorism) by agreeing to enter into a three-year Long Term Agreement. Doing so also gives you the benefit of ensuring that your policy will renew for the next two years on the same rates as those used for this quotation. Should you choose to enter into the Long Term Agreement, you are making a commitment to maintain this insurance policy until 01 June 2019. If you subsequently withdraw, you will need to repay all related discounts applied to your policy premiums regardless of the point at which you withdraw from the agreement. This Long Term Agreement relates solely to this product and cannot be transferred to another policy or insurer. This is in addition to any other insurer charges and fees that may apply.

If you wish to take advantage of a Long Term Agreement with Aon, your policy premium would be £294.52, inclusive of Insurance Premium Tax. Please refer to the enclosed Long Term Agreement Document for full information. This will need to be signed and returned for the discount to be applied.

We've listened to the feedback from the Councils we insure, and have made significant improvements to your councils policy. For the first time, your Local Council insurance scheme will be underwritten by Maven Underwriting (Maven). Your quotation includes;

- Set covers that protect against the key risks faced by Councils, including legal liabilities, money, theft by employees, accidental wrongdoing by council officials and libel and slander
- Legal Expenses at a standard limit of £250,000, reflecting the rising costs of legal advice
- Officials Indemnity at a standard limit of £500,000

Maven Local Council (ARR) Quote Letter

Aon UK Limited Registered Office : The Aon Centre, The Leadenhall Building, 122 Leadenhall Street, London EC3V 4AN.  
Registered in England & Wales No. 210725. VAT Registration No. 480 8401 48.  
Aon UK Limited is authorised and regulated by the Financial Conduct Authority  
Telephone calls maybe monitored or recorded

- Cover for the council's property to set limits, so there's no need to contact us and pay extra premiums every time the council's assets change
- Access to a dedicated service team, and a broker working in partnership with the National Association of Local Councils to truly understand the needs of councils

## What To Do Next

If you want to go ahead, there are no proposal forms to complete. All you need to do is read through the enclosed documents carefully to ensure the cover details accurately reflect your requirements and simply make your payment by one of the following methods:-

### Cheque

Please forward a cheque made payable to Aon Ltd.

### Debit or Credit Card

Call us on 0345 753 7070 with your card details and we can take your payment securely over the phone.

### BACS Payment

You can make a payment direct to our account by instructing your bank or via online Banking, make payment to:

Payee – Aon UK Limited  
Branch – Natwest City of London  
Account No – 14868261  
Sort Code – 60 00 01  
Reference – CADEBYPAR1

Please call or email us to confirm payment.

### Finance

You can spread the cost of your insurance premiums and pay one regular monthly payment by direct debit.

Please note that Aon is a credit broker and not a lender, we will not provide you with any advice regarding finance and we will only approach Close Premium Finance, Wimbledon Bridge House, 1 Hartfield Road, London, SW19 3RU. Aon UK Limited is remunerated for arranging credit and if you would like to find out more, please ask us.

Total due (Premium, IPT and Aon Administration Fee)	£310.03
12 Monthly Instalments of	£27.71
Finance Charged	£22.48
Total Amount Payable (Including Interest)	£332.51

The above table shows the premium which would be financed by Close Premium Finance, at a charge of 7.25% (Typical 13.9% APR variable).

If you wish to pay by direct debit please call us on 0345 753 7070.

## Documents Enclosed

- Local Council Quotation Schedule
- Local Council Policy Wording (SBV1/01.06.2015)
- Local Councils Statement of Fact
- Important Information about your Policy
- Special Events Guidelines Fact Sheet and Risk Management Guidance
- Terms of Business Agreement (Affinity Terms of Business V11 MICR)
- Long Term Agreement

**Included in this pack is a Terms of Business Agreement. It is important that you read and understand this document as it details Aon's general terms and conditions in respect of the services we are providing to you as your insurance broker.**

We thank you for giving us the opportunity to quote for your business and look forward to hearing from you shortly.

Yours sincerely

**Aon Local Councils Team**

**Enterprise  
Aon UK Limited**

Office: 0345 753 7070  
[localcouncils@aon.co.uk](mailto:localcouncils@aon.co.uk)





PO Box 739  
Redhill, RH1 9FU  
[enterprise@aon.co.uk](mailto:enterprise@aon.co.uk)

## Important Information About Your Policy

### Our Services

Enterprise, part of Aon UK Limited, acts as your agent for the sourcing, placing of risk and claims administration. In addition, we have limited delegated authority on behalf of Maven to accept your instructions.

We have approached the market on the basis of a single provider. For the contract being arranged we have only approached Maven Underwriters, also part of Aon UK Limited, who act as a Managing General Agent, on behalf of Aviva and Allianz. In respect of the Legal Expense cover Maven have only approached Aviva. In addition to commission earned by us, Maven is remunerated for the work undertaken on behalf of the insurers and this includes profit or contingent commissions.

Aon UK Limited is committed to transparent dealings with our clients. If you would like further information about the remuneration we receive for any of your insurance arrangements, please ask your Aon contact who will be happy to assist.

We will make administrative charges in certain circumstances, in respect of document handling relating to your insurance. These charges will be applied as follows:

- £100.00 for the cancellation of any policy (other than at the policy renewal date)
- £10.00 in respect of any request for duplicate documentation

These charges are in addition to any charge imposed by the insurance company

### Information about Local Council Insurance

This product meets the demands and needs of Local Councils who wish to have one combined solution to meet their business insurance needs, including but not limited to cover for Public, Products and Employer's Liability, Legal Expenses, Loss of Money, Fidelity Guarantee, Officials Indemnity, Libel and Slander and if selected, Property Damage, Personal Accident, Business Interruption a Loss of No Claims Discount & Application of Excess Protection. Please refer to your policy summary and policy schedule for details of your selected cover and any conditions, limitations, exclusions, and warranties which apply.

The insurers operate within the jurisdiction of English Law and are UK based.

### How to Make a Claim

Should you need to make a claim for any aspect of your cover, the claims reporting telephone number is 01908 302202.

### Marketing

You may be contacted from time to time by telephone, email, SMS or post about new products and services available from Aon UK Limited or Aon Group Members. We may also, if we believe this will be of interest to you, make your details available to selected third parties who will contact you via the above methods about other products and services. We will never sell your data. If you do not wish to be contacted, please contact us.

Maven Local Council (ARR) Quote Letter

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Telephone calls maybe monitored or recorded



## Acceptance

By accepting this quote, you confirm that all relevant information has been disclosed to us and full and true answers have been given to all questions. If the information you have provided (as detailed in the enclosed Local Council Quotation Schedule) is incorrect, the insurer reserves the right to amend the terms and conditions of the policy, including the premium. If this occurs we will inform you in writing 14 days before any action is taken. If cover is withdrawn, the insurers will retain a portion of the premium equal to the time you have been on cover and will refund the balance.

Any changes to the policy will be handled by means of an alteration from the date they are received, not from the start of the policy.

The premium is subject to there being no claims reported or changes in material information which may cause the insurer to reassess their ratings and/or terms. The quotation is valid for 30 days from the date of this letter.

This quotation is based on the information you have provided to us and is detailed within the attached Aon Local Council Insurance Quotation Schedule. As we are not making a recommendation to you, we would ask that you consider the information included within these documents carefully to ensure that it meets the council's requirements.

The Insured Cadeby Parish Council

Quotation Number T20160429161646418

### Local Councils – Statement of Fact

**IMPORTANT** - This Statement of Fact provides a record of the information notified to us and facts assumed about you, your business and councillors and clerks. You must check all the information and material facts contained in the Statement of Fact and the Schedule and contact Aon UK Limited on 0345 753 7070 immediately if any details are incorrect or incomplete.

You should keep this statement of fact for your records

### Your Duty to Disclose Material Information

Material information is information that would influence an insurer in deciding whether a risk is acceptable and if so, the premium, terms and conditions to be applied. If you are in doubt whether a fact is material, you should disclose it.

Your duties before inception of cover	Your duties after inception of cover	Instructions regarding changes to cover
All material information must be disclosed to insurers to enable terms to be negotiated and cover arranged. This is not limited to answering specific questions that may be asked by us or by the insurer. If you become aware that material information that you have supplied prior to the placement of your insurance contract was incorrect you should tell us immediately.	The duty of disclosure is re-imposed when there are changes or variations in cover and when the insurance contract is renewed or extended. In addition, changes that substantially increase the risk, or relate to compliance with a warranty or condition in the insurance contract must be notified at once.	Alterations to covers or increases in sums insured etc., will not be effective until insurers have accepted the change and you should not assume that they have done so until you have received confirmation to that effect from Aon. To avoid delay, we therefore suggest that, for urgent instructions, you contact us by telephone.

**Please contact us immediately if you are in any doubt as to whether or not information might be material or if you have any concerns that we might not be aware of all material information.**

### Claims Experience

There have been no claims, incidents or losses during the past three years in respect of any of the risks to be insured, except as specified below;

Claim Date	Claim Details	Amount
None	None	None

### Declaration

To the best of your knowledge no Councillor or Clerk has

- been subject to any County Court Judgements
- had any insurer decline, cancel or refuse to renew insurance
- been convicted/charged/cautioned in respect of any criminal offence
- ever been prosecuted for failure to comply with any Health and Safety or Welfare or Environmental Protection legislation
- been declared bankrupt or disqualified from being a company director or involved in any company that went into receivership, liquidation or administration

### Your Property

All property insured including outbuildings will be maintained in a good state of repair

Where Subsidence is covered all properties are free from any sign of damage caused by subsidence, ground heave or landslip, and have no history of such damage

Maven Underwriters is a Managing General Agent which is part of Aon UK Limited operating under a delegated underwriting and claims authority on behalf of Insurers.

Maven Underwriters is a trading name of Aon UK Limited and is authorised and regulated by the Financial Conduct Authority.

Registered office: The Aon Centre, The Leadenhall Building, 122 Leadenhall Street, London EC3V 4AN. Registered No: 210725

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The Insured	Cadeby Parish Council	Quotation Number	T20160429161646418
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You do and will continue to maintain machinery and equipment in a good state of repair.

The Insured	Cadeby Parish Council	Quotation Number	T20160429161646418
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### **Fidelity Guarantee**

You do and will continue to;

- delete employees password access or make it invalid immediately when any employee leaves your employment
- make Aon UK Ltd aware of any additional wording included in your last external audit report

### **Health and Safety**

You comply with all appropriate Health and Safety legislation, and follow the guidelines and advice of the Health & Safety Executive.

### **Special Events and Activities**

Where you undertake any of the following activities, you comply with the guidelines outlined in the Special Events & Activities Guidelines sheet issued to you;

- Firework Displays, Bonfires and Beacons
- Christmas Trees and Lights
- Bouncy Castles and Inflatables
- Shooting and Archery
- Fetes and Galas
- Playgrounds
- Boating Ponds and Lakes

You confirm that you are not carrying out any activity or event not catered for in the Maven Local Council Special Events and Activities Guidelines and you will ensure that you will follow the guidelines accordingly



The Insured	Cadeby Parish Council	Quotation Number	T20160429161646418
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## Local Councils – Quotation Schedule

This product is underwritten by Maven Underwriters (Maven) a Managing General agent operating under a delegated underwriting and claims authority on behalf of Insurers (referred to as 'the insurers'). Maven Underwriters is a trading name of Aon UK Limited which is authorised and regulated by the Financial Conduct Authority.

### Your Details

<b>Name of Council</b>	Cadeby Parish Council	<b>Policy Number</b>	T20160429161646418
<b>Correspondence Address</b>	Broadlands Farm Main Street Dadlington Nuneaton Warwickshire CV13 6HX		
<b>Business Date of Schedule</b>	Local Council 07 May 2016		
The County Association of Local Council you are affiliated to	Leics		
Population of Council Area	169		
Territorial Limits	Worldwide		

### Period of Insurance

<b>Period of Insurance</b>	<b>From</b>	01 June 2016
	<b>To</b>	31 May 2017
<b>Renewal Date</b>		01 June 2017

The Insured	Cadeby Parish Council	Quotation Number	T20160429161646418
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<b>Premium Details</b>
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Annual Premium (excluding Terrorism)	£283.13
Insurance Premium Tax	£26.90
Total Amount Due	£310.03
Terrorism Premium	£0.00
Insurance Premium Tax	£0.00
Total Terrorism Amount Due	£0.00
Overall Annual Premium	£283.13
Overall Insurance Premium Tax	£26.90
Overall Amount Due	£310.03

The Insured	Cadeby Parish Council	Quotation Number	T20160429161646418
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### Your Cover Summary

Section	Cover Operative	Limit of Indemnity
Property Damage	Covered	As per Schedule
Money	Covered	As per Schedule
Business Interruption	Not Covered	
Employers' Liability	Covered	£10,000,000
Public and Products Liability	Covered	£10,000,000
Fidelity Guarantee	Covered	£50,000
No Claims Discount and Application of Excess Protection	Not Covered	
Libel and Slander	Covered	£250,000.00
Officials Indemnity	Covered	£500,000.00
Personal Accident	Not Covered	
Legal Expenses	Covered	£250,000.00



The Insured	Cadeby Parish Council	Quotation Number	T20160429161646418
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# Insurers

<p>Insurers:</p> <p>Aviva Insurance Limited  Aviva Insurance Limited. Registered in Scotland No 2116.  Registered Office Pitheavlis Perth Scotland PH2 0NH.  Authorised by the Prudential Regulation Authority and regulated by the  Financial Conduct Authority and the Prudential Regulation Authority</p>	<p>Subscription: 100%  (Legal Expenses  only)</p>
<p>Aviva Insurance Limited  Aviva Insurance Limited. Registered in Scotland No 2116.  Registered Office Pitheavlis Perth Scotland PH2 0NH.  Authorised by the Prudential Regulation Authority and regulated by the  Financial Conduct Authority and the Prudential Regulation Authority</p>	<p>Subscription: 60%  (All other sections)</p>
<p>Allianz Insurance plc. Registered in England number 84638  Registered office. 57 Ladymead, Guildford, Surrey, GU1 1DB  Allianz Insurance plc is a member of the Association of British Insurers.  Allianz Insurance plc is authorised by the Prudential Regulation Authority  and regulated by the Financial Conduct Authority and the Prudential  Regulation Authority.  Financial Services Register number 121849</p>	<p>Subscription: 40%  (All other sections)</p>

The liability of each of the insurers is limited to the percentage shown against their name.



The Insured	Cadeby Parish Council	Quotation Number	T20160429161646418
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### Excess and Sub Limits

Applicable to all Sections where stated.

#### Excess

From the amount of all claims in respect of one **Occurrence**, which shall be adjusted in accordance with the terms Exclusions and Conditions of this **Policy**, the **Insurer** will deduct the amount of the Excess stated.

Insurance Limits (and Sub-limits) are inclusive of Excesses.

Only one Excess will apply in respect of any one **Occurrence**. In the event that more than one Excess applies, then only the higher Excess will apply.

#### Sub Limits

Sub-limits form part of the Limit of Liability and, unless otherwise stated, do not apply in addition to it.

All Limits of Liability apply any one **Occurrence**.

Limits are inclusive of the Excess unless otherwise stated.

If more than one Sub-limit applies to the same loss, the **Insurer's** liability will be limited to the lesser Sub-limit

The Insured	Cadeby Parish Council	Quotation Number	T20160429161646418
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## Part A - Property Damage and Business Interruption

### Section 1 - Property Damage

#### Property Insured

#### Buildings

None

	Declared Value	Sum Insured
<b>Contents</b>	£7,500.00	£9,000.00
Other <b>Property Insured</b> away from the <b>Premises</b>		
<b>Street Furniture</b>	£20,000.00	£24,000.00
<b>Gates and Fences</b>	£7,500.00	£9,000.00
<b>Playground Equipment</b>	£40,000.00	£48,000.00
<b>CCTV Equipment</b>	Not Insured	Not Insured
<b>War Memorials</b>	£20,000.00	£24,000.00
<b>Ground Surfaces</b>	Not Insured	Not Insured
<b>Mowers and Machinery</b>	£5,000.00	£6,000.00
<b>Sports Equipment</b>	£5,000.00	£6,000.00
<b>Regalia</b>	Not Insured	Not Insured
<b>Terrorism</b>	Not Insured	
<b>Section Excess</b>	£125	
<b>Excess in respect of all Subsidence claims</b>	£1,000	
<b>Excess in respect of all Terrorism claims</b>	£Nil	
<b>Territorial Limits</b>	Great Britain, Northern Ireland, the Channel Islands and the Isle of Man	

The Insured Cadeby Parish Council

Quotation Number T20160429161646418

### Property Damage Extensions – Sub-Limits

	Sub-Limit of Indemnity
Decontamination and Clean Up Expense	£25,000
Deterioration of Freezer Stock	£1,000
Fire Brigade Charges and Extinguishing Expenses	£25,000
Inadvertent Omission to Insure	£250,000
Involuntary Betterment	£25,000
Landscaping Costs	£25,000
Locks	£5,000
Metered Utility Charges	£25,000
Mitigation of Environmental Impact	10% of the <b>Building</b> Sum Insured or £50,000, whichever is less
Mitigation of Loss	£10,000
Motor Vehicles	£10,000
Pair and Set/Consequential Reduction in Value	£10,000
Resilient Repairs – Extra Costs	£10,000
Third Party Sites	£10,000
Trace and Access	£25,000
Unauthorised Use of Metered Utilities	£10,000

The Insured	Cadeby Parish Council	Quotation Number	T20160429161646418
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## Section 1A - Money

Money	Insured
Crossed cheques and other non-negotiable Money	£250,000
In Transit or in the Insured's premises during business hours, or in a bank night safe	£2,500
In a locked safe at the Insured's premises out of business hours	£2,500
Out of a safe at the Insured's premises out of business hours	£300
In the private dwelling houses of any councillors or clerks	£350
Whilst at exhibitions and/or fetes	£350
Personal Accident (Assault) – if any <b>Employee</b> or other person entrusted with money is injured as a direct result of theft or attempted theft of money involving assault or violence or the threat of assault or violence. Scale of benefits as follows	
<b>1 Death</b>	£25,000
<b>2 Loss of Limb(s), Loss of Hearing, Loss of Sight or Loss of Speech</b>	£25,000
<b>3 Permanent Total Disablement</b>	£25,000
<b>4 Temporary Total Disablement</b>	£100 per week
<b>5 Temporary Partial Disablement</b>	£50 per week
<b>6 The cost of professional counselling</b>	£30 per hour £1,000 per person £5,000 in the aggregate during the <b>Period of Insurance</b>
<b>7 Clothing and Personal Effects</b>	£250
<b>Territorial Limits</b>	Great Britain, Northern Ireland, the Channel Islands and the Isle of Man



The Insured	Cadeby Parish Council	Quotation Number	T20160429161646418
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**Section 2 – Business Interruption**

Not Insured



The Insured Cadeby Parish Council

Quotation Number T20160429161646418

**Property Damage and Business Interruption Extensions – Sub -Limits**

Claims Preparation Expenses  
*Applicable to claims above £50,000 in value only*

£10,000 any one occurrence and £50,000 in the  
aggregate for the **Period of Insurance**

The Insured	Cadeby Parish Council	Quotation Number	T20160429161646418
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## Part B - Liabilities

Section 3	<b>Employer's Liability</b>	Limit of Indemnity	£10,000,000 any one claim or series of claims arising out of any one occurrence or series of occurrences consequent on or attributable to one source or original cause
	<b>Territorial Limits</b>		Worldwide in connection with the <b>Business</b> conducted by the <b>Insured</b> from premises within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands
<b>Employers' Liability – Sub-Limits</b>			
	<b>Terrorism</b>		Not Insured
Section 4	<b>Public Liability</b>	Limit of Indemnity	£10,000,000 any one occurrence
	<b>Products Liability</b> (Personal Injury and or Property Damage caused by the Insured's Products)	Limit of Indemnity	£10,000,000 any one <b>Occurrence</b> and in the aggregate for the <b>Period of Insurance</b>
	<b>Pollution Liability</b>	Limit of Indemnity	£10,000,000 any one <b>Occurrence</b> and in the aggregate for the <b>Period of Insurance</b>
	<b>Territorial Limits</b>		Worldwide in connection with the <b>Business</b> conducted by the <b>Insured</b> from premises within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands
<b>Public and Products Liability Extensions – Sub-Limits</b>			
	<b>Indemnity to Hirer</b>		£2,500,000 any one <b>Occurrence</b> and in the aggregate for the <b>Period of Insurance</b>
	<b>Advertising Indemnity</b>		£1,000,000 any one <b>Occurrence</b> and in the aggregate for the <b>Period of Insurance</b>
<b>Excess</b>			
Amount:	GBP 250	any one claim or series of claims arising out of any one Occurrence relating to <b>Property Damage</b>	
	Nil	All other claims	



The Insured	Cadeby Parish Council	Quotation Number	T20160429161646418
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### Part C – Additional Covers

Section 5	<b>Fidelity Guarantee</b>	Limit any one Loss	£50,000 any one <b>Occurrence</b> and in the aggregate for the <b>Period of Insurance</b>
	Territorial Limits		Great Britain, Northern Ireland, the Channel Islands and the Isle of Man
	<b>Sub-Limits</b>		
	Auditor's Fees		10% of the total payment otherwise agreed under the claim subject to a maximum of £50,000 payable in addition
	Re-writing of Records		10% of the total payment otherwise agreed under the claim subject to a maximum of £50,000 payable in addition
Section 6	<b>NCD &amp; Excess Protection</b>		Not Insured
	Loss of No Claims Discount		£500
	Application of Excess Protection		£250
Section 7	<b>Libel and Slander</b>	Limit of Indemnity	£250,000.00 any one claim and in the aggregate for the <b>Period of Insurance</b>
	Territorial Limits		Great Britain, Northern Ireland, the Channel Islands and the Isle of Man
	Co-insurance		10%
Section 8	<b>Officials Indemnity</b>	Limit of Indemnity	£500,000.00 any one claim and in the aggregate for the <b>Period of Insurance</b>
	Territorial Limits		Great Britain, Northern Ireland, the Channel Islands and the Isle of Man



The Insured	Cadeby Parish Council	Quotation Number	T20160429161646418
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#### Section 5 Personal Accident

Not Insured

The Insured	Cadeby Parish Council	Quotation Number	T20160429161646418
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## Section 6 – Legal Expenses

<b>Legal Expenses</b>	Insured
<b>Limit of Indemnity</b>	£250,000
<b>Employee Compensation Aggregate Limit</b>	£1,000,000
<b>Territorial Limits</b>	As stated in the Policy
<b>Aviva Legal Helpline</b>	

The Policy provides automatic free access to the Aviva Legal helpline. This is available 24 hours a day, 365 days a year.  
To contact the Aviva Legal helpline, please phone 0845 3001899 and have the Policy Number available on request.



The Insured	Cadeby Parish Council	Quotation Number	T20160429161646418
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**Endorsements**

None.





## Long Term Agreement

Insured                                      Cadeby Parish Council

Policy Number(s)                      T20160429161646418

LTA Premium                              £294.52 including Insurance Premium Tax at 9.5%

A discount of 5% off the net premium(s) on the under-noted Sections(s) is allowed under the above Policy in consideration of the **Insured** having undertaken with effect from for a period of 3 years, to renew annually the insurance under the Policy on the terms and conditions in force at the expiry of each Period of Insurance and to pay the premium annually in advance, it being understood that:-

- a) The **Insurers** shall be under no obligation to accept an offer to renew made in accordance with this undertaking.
- b) The sums insured may be reduced or increased, at any time to correspond with any reduction or increase in value and/or in the Business.
- c) The **Insurers** may change premium rates without affecting the validity of this undertaking to reflect any change in legislation or tax.

The above mentioned undertaking applies

A. to any Section(s) which may be issued by the Insurers in substitution for said Section(s) and the same discount of 5% shall be allowed off the net premium(s) on any substituted Section(s) issued by the Insurers

B. individually to each of the under-noted Sections as though each was the subject of a separate agreement.

Payment of the premium due for each Period of Insurance shall be deemed acceptance by the Insured of the Policy and Section terms including but in no way limited to, this clause.

All sections covered as described in the attached schedule

Signature                                      .....

Position                                        .....

Date    .....

I confirm that the above named council has attained Quality Council status under the Quality Parish and Town Council Scheme and wish to apply for a discount on the above policy (or policies).

Signature                                      .....

Position                                        .....

Date    .....

Maven Underwriters is a Managing General Agent which is part of Aon UK Limited operating under a delegated underwriting and claims authority on behalf of Insurers.

Maven Underwriters is a trading name of Aon UK Limited and is authorised and regulated by the Financial Conduct Authority. Registered office: The Aon Centre, The Leadenhall Building, 122 Leadenhall Street, London EC3V 4AN. Registered No: 210725

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# **Policy Summary**

# **Local Councils**

**Policy Details including a Policy  
Summary (Pages 3 - 14)**



# Introduction

## Maven Underwriters

This policy is underwritten by Maven Underwriters. Maven Underwriters is a Managing General Agent which is part of Aon UK Limited operating under a delegated underwriting and claims handling authority on behalf of Insurers. Maven Underwriters is a trading name of Aon UK Limited which is authorised and regulated by the Financial Conduct Authority

## Insurers

Aviva Insurance Limited. Subscription: 100% (Legal Expenses only)

Aviva Insurance Limited. Subscription: 60% (All other sections)

Allianz Insurance plc. Subscription 40% (All other sections)

## Your Insurance Specialist

Aon UK Limited (Aon) is a world leader in risk management and insurance broking with a business approach to be specialists rather than generalists and by focusing on adding value and striving to be the best in Aon's chosen market segments.

Aon's core value is client focus. By recognising that each client has individual business needs, Aon have developed expertise across a complete range of business processes, products and industries.

Aon UK Limited launched the Local Councils Insurance scheme more than 40 years ago and through a program of continuous development the scheme now provides a tailor-made package of covers. Aon's dedicated team of professionals pride themselves on delivering effective insurance solutions for Parish, Town and Community Councils in England and Wales.

Aon UK Limited is authorised and regulated by the Financial Conduct Authority.

Aon UK Limited  
8 Devonshire Square  
London EC2M 4PL

Registered in London No. 210725

A Member of the British Insurance Brokers Association.



# Introduction continued

## Local Councils Insurance Policy Details

### Mandatory Covers:

- **Public Liability** – covers your legal liability to pay compensation to members of the public if they are injured or their property is damaged as a result of an accident caused by you or your employees including volunteers
- **Employers' Liability** – covers your legal liability to employees including volunteers, if they are injured whilst working for you
- **Money and Personal Assault** – covers loss of money and provides compensation for an accident sustained as a direct result of theft or attempted theft
- **Fidelity Guarantee** – covers loss which you may sustain from fraud or dishonesty of employees
- **Officials Indemnity** – covers your legal liability for negligence of council members, officials or members of your staff in pursuit of their duties
- **Libel and Slander** – covers your legal liability to pay compensation for libel contained in publications issued in the course of Council business or slander uttered by the Clerk to the Council and any member of the council whilst carrying out their duties
- **Legal Expenses** – provides legal advice and protection for legal costs relating to:
  - Employment Disputes and Awards of Compensation
  - Taxation Proceedings
  - Criminal Prosecution Defence
  - Damage to Premises
  - Data Protection
  - Commercial Tenancy Agreement
  - Statutory License Appeal
  - Pension Trustee Defence
  - Employees' Civil Defence
  - Personal Injury
  - Jury Service Allowance
  - Contract Disputes

### Optional Covers:

- **Property Damage** – provides All Risks cover for loss or damage to your buildings and contents with the option to include damage caused by subsidence
- **Loss of Revenue** – your business will be interrupted and your revenue will be lost if your buildings or contents are damaged by fire or other cause covered by the Property Damage Section. This cover insures your financial loss
- **Increased Limits in respect of Fidelity Guarantee** – option to increase the standard limits
- **Personal Accident** – covers your council members, clerks, council employees or volunteers against accidental bodily injury
- **No Claim Bonus & Application of Excess Protection** – provides cover for payment of excess and loss of no claims discount when clerks and councillors are using private motor vehicles in connection with council business

# Policy Summary

## keyfacts

This is a Policy Summary only and does not contain full terms and conditions of the contract of insurance. Some of the covers will only apply if you have chosen to take the option selected. Full terms and conditions can be found in the policy documents, a copy of which is available on request.

### What is the Local Councils Insurance Policy?

The Local Councils Policy is designed to cover the legal liabilities, assets and earnings of your local council. It is underwritten by Maven Underwriters.

It is a sectionalised policy combining liability, property and legal expenses, leaving the choice of cover required up to the local council.

### Will I have any cancellation rights?

You have a right to cancel the policy within a 14 day cancellation period and receive a return of any premiums paid, less an administration charge and an amount representing the cover you have received to date.

This is subject to certain terms, full details of which can be found in the policy wording, a copy of which is available on request.

### Please Read the Policy

Please periodically read the policy and the policy schedule carefully and make sure that it meets your needs and that you understand its terms, conditions, limits and exclusions.

If you wish to change anything or if there is anything you do not understand please notify your insurance specialist. If you fail to notify us your policy may not operate or not operate fully.

### How do I make a complaint?

Please direct all complaints to:

Maven Underwriters  
8 Devonshire Square  
London  
EC2M 4PL

Tel: 01737 783740

Fax: 01737 783709

If you are unhappy with the outcome of your complaint you may refer the matter to the Financial Ombudsman Service at:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR  
Telephone:  
0800 023 4567 (free from landlines) or  
0300 123 9123 (free from most mobile phones)

Or simply log on to their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Whilst we are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure does not affect your right to take legal action.

### Would I receive compensation if the Insurers were unable to meet their liabilities?

The Insurers contribute to the Financial Services Compensation Scheme (FSCS).

You may be entitled to compensation from the FSCS if we are unable to meet our liabilities. Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk), by emailing [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk) or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

### Policy Duration

The policy has a 12 month period of insurance (unless shown differently on your policy schedule), and is annually renewable.

# Mandatory Covers

## Public Liability – Policy Section 1 Part A

### Significant Features and Benefits

Covers your legal liability in connection with your business for accidental injury to members of the public or accidental damage to property not owned by you up to £10 million any one claim

Indemnity to Other Parties – indemnifies:

- Officers, committee members, or other members of your canteen, social, sports or welfare organisation or ambulance, first aid or fire services
- Your councillors, clerks, representatives or employees
- Any Principal for whom you are carrying out work under any contract

Car Park Liability – indemnifies you against liability for damage to vehicles not belonging to or lent to you in any car park for which you are responsible

Health and safety at work legal defence costs – provides legal and other costs incurred in defending prosecutions

Contingency cover car sharing scheme – indemnifies you against liability arising out of the use of a private car but only if you check annually that appropriate motor insurance has been arranged by the owner(s) of the private car(s)

Data Protection – provides protection up to a limit of £250,000 in respect of breaches under the Data Protection Act which may cause damage or distress to third parties. You are responsible for the cost of erasure of any data and 10% or the first £250 (whichever is the greater) of each claim

Non Commercial Hire - indemnifies any organisation or person whilst using any building owned by you up to a limit of £2,500,000 provided the purpose of use is non commercial.

### Significant Exclusions or Limitations

- injury to any employee
- loss of or damage to property belonging to you or in your charge or control other than:
  - personal effects or vehicles of any councillor, clerk or employee or visitor
  - premises and contents temporarily in your charge for the purpose of carrying out work
  - premises leased rented or hired by you, excluding liability under any tenancy agreement
- liability for loss or damage to goods sold, supplied, delivered, installed or erected or the cost of recalling or replacing goods or property or replacing, repairing or reinstating faulty work
- liability arising out of ownership, possession or use of any mechanically propelled vehicle or attached trailer where motor insurance is required by law or any water craft or aircraft
- loss or damage to contract works undertaken under a contract or liability under JCT Contract Clause 6.5.1
- any liability which attaches to you solely under the terms of an agreement arising from Products
- any liability in respect of pollution or contamination:
  - in the USA or Canada
  - elsewhere unless due to a sudden, identifiable, unintended and unexpected incident
- fines, penalties or liquidated, aggravated, punitive or exemplary damages
- work on an offshore installation or travelling to or from
- any liability in respect of Asbestos is excluded
- any liability in respect supply of public utilities, management of transport infrastructure, management or provision of social housing, education, leisure centres and emergency services.

## Employers Liability – Policy Section 1 Part B

Significant Features and Benefits	Significant Exclusions or Limitations
<p>Covers your legal liability to insure your employees for death or injury happening in the course of their employment with you up to £10 million any one claim (£5 million for claims arising from acts of terrorism)</p> <p>Indemnity to parties – indemnifies:</p> <ul style="list-style-type: none"> <li>• Officers, committee members or other members of your canteen, social, sports or welfare organisation or ambulance, first aid or fire services</li> <li>• Councillors, clerks, representatives or employees</li> <li>• Any Principal for whom you are carrying out work under any contract</li> </ul> <p>Health and safety at work legal defence costs – provides legal and other costs incurred in defending prosecutions</p> <p>Unsatisfied court judgements – provides for payment of compensation to an employee where a court judgement remains unsatisfied six months after the judgement</p>	<ul style="list-style-type: none"> <li>• work on an offshore installation or travelling to or from</li> <li>• injury to any employee where motor insurance is required by law to be in force</li> </ul>

## Money – Policy Section 1 Part C

Significant Features and Benefits	Significant Exclusions or Limitations
<p>Crossed cheques and other non-negotiable money – maximum benefit £250,000</p> <p>Cash and other negotiable money:</p> <ul style="list-style-type: none"> <li>• in transit or in your premises during business hours or in a bank night safe – £2,500</li> <li>• in a locked safe at your premises out of business hours – £1,000</li> <li>• out of a safe at your premises out of business hours – £300</li> <li>• in the private dwelling houses of your councillors or clerks – £350</li> <li>• whilst at exhibitions and/or fetes – £350</li> </ul> <p>Personal Accident Assault extension – benefits as follows if any councillor, clerk, employee or other person entrusted with money is injured as a direct result of theft or attempted theft of money involving assault or violence or the threat of assault or violence:</p> <ul style="list-style-type: none"> <li>• Death, loss of limb, loss of sight and permanent total disablement £25,000</li> <li>• Temporary total disablement £100 per week (up to 104 weeks)</li> <li>• Victim care (professional counselling fees for emotional stress) £1,000 any one incident, £5,000 in aggregate</li> <li>• Clothing or personal effects up to £250</li> </ul> <p>Loss or damage to any safe at the premises, or any bag or other container used to carry money</p>	<ul style="list-style-type: none"> <li>• loss arising from lack of integrity of your employees not discovered within 30 working days of the occurrence</li> <li>• losses from unattended vehicles</li> <li>• shortage due to error or omission</li> <li>• losses covered by Fidelity Guarantee – Policy Section 1 Part D</li> <li>• losses from or damage to vending, amusement or gaming machines</li> <li>• loss from a locked safe at your premises out of business hours unless the key or keys of the safe are removed from the premises</li> <li>• personal accident assault cover in respect of professional security carriers</li> </ul>

## Fidelity Guarantee – Policy Section 1 Part D

Significant Features and Benefits	Significant Exclusions or Limitations
<p>Covers loss which you may sustain up to £250,000 from fraud or dishonesty of your employees</p> <p>Professional audit – the cost of an audit to substantiate the amount of loss</p> <p>Automatic reinstatement of loss – the sum insured is not reduced following a claim subject to payment of the appropriate additional premium</p>	<ul style="list-style-type: none"> <li>any loss not discovered within 36 months from the act of fraud or dishonesty</li> <li>after discovery of any act of fraud or dishonesty all cover for the person(s) involved ceases immediately</li> </ul>

## Officials Indemnity – Policy Section 1 Part E

Significant Features and Benefits	Significant Exclusions or Limitations
<p>Covers your legal liability for negligence of council members, officials or members of your staff in pursuit of their duties up to £250,000 in any one period of insurance</p>	<ul style="list-style-type: none"> <li>injury or loss or damage to property</li> <li>loss or damage caused by councillors, officials or staff arising from: <ul style="list-style-type: none"> <li>fraud, dishonesty or criminal offence</li> <li>neglect, error or omission other than in the course of the discharge of their duties</li> <li>your failure to fulfil your obligation under any contract entered into by them with the third party making the claim</li> <li>slander or libel</li> </ul> </li> <li>liability in respect of surcharge made by the District Auditor or other body</li> </ul>

## Libel and Slander – Policy Section 1 Part F

Significant Features and Benefits	Significant Exclusions or Limitations
<p>Covers your legal liability to pay damages for libel contained in your normal publications or slander uttered by the clerk to the council and any member of the council whilst carrying out their official activities up to £250,000 in any one period of insurance</p>	<ul style="list-style-type: none"> <li>criminal libel or alleged criminal libel</li> <li>10% of each and every claim including claimants' costs and defence costs</li> </ul>

## Commercial Legal Expenses – Policy Section 3

Commercial Legal Expenses is a 'claims made' cover section, which means that claims must be initially notified to the insurers during the period of insurance.

### Significant Features and Benefits

#### 1 Employment Disputes and Awards of Compensation

You have cover of up to £100,000 for any one claim in respect of your legal costs to:

- defend disputes at an Employment Tribunal
- pay Basic and Compensatory awards
- pursue a previous employee to recover possession of premises belonging to you
- pursue a previous employee following a breach of an express restrictive covenant

#### 2 Taxation proceedings

You have cover of up to £100,000 (apart from a business self assessment Aspect enquiry where the most we will pay is £2,000) for any one claim in respect of your professional fees and costs to represent you in:

- a business self assessment Full or Aspect Enquiry by HM Revenue & Customs;
- an Employer Compliance Dispute with HM Revenue & Customs into your PAYE, National Insurance Contributions or Construction Industry Scheme affairs;
- a VAT dispute with HM Revenue & Customs following a written decision, assessment or statement of alleged VAT arrears or a written notice of VAT default surcharge.

#### 3 Criminal Prosecution Defence

You have cover of up to £100,000 for any one claim in respect of your legal costs to defend your legal rights after an event which arises out of your normal business activities and results in criminal proceedings against you.

#### 4 Damage to Premises

You have cover of up to £100,000 for any one claim in respect of your legal costs if you take legal action in a dispute relating to physical damage caused to your business premises which results in proven financial loss to you.

### Significant Exclusions or Limitations

- Any claim arising from disciplinary action against an employee, or change to an employee's contract of employment, where you have not sought and followed the advice of the Legal Helpline.
- Any incident giving rise to a claim must occur at least three months after the start of the first period of insurance.
- Any dispute with an employee who was subject to a written or verbal warning in the six month's before the start of the first period of insurance.
- Any costs arising out of an internal disciplinary hearing or grievance.
- Any claim relating to a breach of an express restrictive covenant where the employee was working his or her notice period before the inception of this cover

- An excess of £200 in respect of a business self assessment Aspect enquiry by HM Revenue & Customs.
- Any IR35 enquiry by HM Revenue & Customs.
- Any claims relating to HMRC Specialist Investigations or conducted under the HMRC Civil Investigation of Fraud or Criminal Investigations procedures.
- Any claim relating to deliberate, reckless or careless mis-statements by you.

- The defence of a prosecution relating to:
  - fraud, theft or other dishonesty; or
  - the ownership, possession or use of motor vehicles, aircraft, watercraft, trailers or caravans; or
  - any investigation by HM Revenue & Customs.

- Damage arising out of a contract you have with another person or organisation.

Significant Features and Benefits	Significant Exclusions or Limitations
<p><b>5 Data Protection</b></p> <p>You have cover of up to £100,000 for any one claim in respect of your legal costs to:</p> <ul style="list-style-type: none"> <li>• Defend you in a civil dispute relating to the Data Protection Act 1998.</li> <li>• Appeal against a refusal of an application for registration or alteration of your registered particulars.</li> <li>• Appeal against an Enforcement, De-registration or Transfer Prohibition Notice.</li> <li>• Pay compensation awards against you relating to the holding, loss or unauthorised disclosure of data under Data Protection legislation.</li> </ul>	<ul style="list-style-type: none"> <li>• The defence of a criminal prosecution.</li> <li>• Any dispute relating to your failure to register as a Data Controller.</li> </ul>
<p><b>6 Commercial Tenancy Agreement</b></p> <p>You have cover of up to £100,000 for any one claim in respect of your legal costs to pursue your legal rights in a dispute relating to your commercial tenancy agreement.</p>	<ul style="list-style-type: none"> <li>• Any disputes relating to rent or service charges, planning or building regulations or decisions.</li> <li>• Any dispute relating to the renewal of a lease or tenancy agreement.</li> <li>• Any dispute relating to the letting of premises for residential purposes.</li> </ul>
<p><b>7 Statutory Licence Appeal</b></p> <p>You have cover of up to £100,000 for any one claim in respect of your legal costs to appeal the withdrawal, restriction or suspension of your statutory licence.</p>	<ul style="list-style-type: none"> <li>• Any appeal arising out of a hearing resulting from a commercial decision made by you.</li> <li>• Any appeal relating to a statutory licence which had been the subject of an appeal within the 12 months prior to the inception of this cover.</li> <li>• Any disciplinary or internal procedures (or appeals from those procedures) conducted by authorities who regulate you or your employees in the performance of normal activities relating to your business.</li> <li>• Any appeal relating to the first application for or renewal of your statutory licence.</li> </ul>
<p><b>8 Pension Trustee Defence</b></p> <p>You have cover of up to £100,000 for any one claim in respect of your legal costs to defend your legal rights as a trustee of a pension fund set up for the benefit of your employees.</p>	
<p><b>9 Employees' Civil Defence</b></p> <p>You have cover of up to £100,000 for any one claim in respect of your legal costs to defend your employees legal rights, arising out of their work, under legislation for unlawful discrimination.</p>	

## Commercial Legal Expenses – Policy Section 3

continued

Significant Features and Benefits	Significant Exclusions or Limitations
<p><b>10 Personal Injury</b> You have cover of up to £100,000 for any one claim in respect of your legal costs to pursue your legal rights against another party who causes your death or bodily injury whilst you are engaged in your business.</p> <p><b>11 Jury Service Allowance</b> You have cover of up to £5,000 for any one claim in respect of the salary or wages of an employee that you cannot get back from the court if that employee has to go to court for jury service.</p> <p><b>12 Contract Disputes – Below Small Claims Limit</b> Cover of up to £50,000 for any one claim in respect of your legal costs to pursue or defend disputes with a manufacturer or supplier or customer relating to the sale, purchase, hire, service, supply or repair of goods or the supply or purchase of a service.</p> <p>Additional Services available to all policyholders</p> <p>Commercial Litigator Service – Contract Disputes above the Small Claims Limit in Great Britain</p> <p>Access to free legal advice that will assess the merits of your business taking legal action against another person or organisation relating to a contractual dispute (including a professional negligence dispute).</p> <p>This service will be provided by one of our chosen solicitor firms.</p>	<ul style="list-style-type: none"> <li>Any dispute between you and any of your employee(s).</li> <li>The limit is £100 per day.</li> <li>The amount in dispute must be at least £250.</li> <li>The legal action must be taken in a Small Claims Court.</li> <li>Any dispute which occurs in the first three months of the first period of insurance.</li> <li>Any dispute to do with computers or lease or tenancy agreements.</li> <li>Any dispute relating to the ownership, possession, hire or use of motor vehicles.</li> <li>The legal action to pursue the dispute must be able to be taken within Great Britain.</li> <li>The amount in dispute must be more than the Small Claims Limit in Great Britain.</li> <li>This service provides up to 7 hours free work to assess your case. If more than 7 hours work is required to complete the assessment, the solicitor will offer to carry out that work at a cost that will be agreed with you before the work is carried out.</li> <li>If the solicitor needs to incur expenses or other disbursements to provide you with the assessment, you will be responsible for those costs, which will be agreed with you before they are incurred.</li> <li>This service will not be available in respect of disputes relating to: <ul style="list-style-type: none"> <li>libel or slander;</li> <li>debt recovery;</li> <li>employment contracts, partnerships or shareholdings;</li> <li>property (including intellectual property);</li> <li>taxation, inheritance or trusts;</li> <li>insurance contracts; or</li> <li>situations for which you have already received a legal opinion or taken legal action.</li> </ul> </li> </ul>



## Commercial Legal Expenses – Policy Section 3

continued

Significant Features and Benefits	Significant Exclusions or Limitations
<p><b>Undisputed Debt Recovery Service</b> Access to this service which will pursue debts arising out of a contract and which are not disputed by the person or organisation that owes them to your business.</p>	<ul style="list-style-type: none"> <li>• The legal action to recover the debt must be able to be taken within Great Britain.</li> <li>• The amount of the undisputed debt must be at least £250.</li> <li>• We will not cover any fees or expenses necessary to recover the undisputed debt. These fees and expenses will be confirmed to you before any work is undertaken to recover the undisputed debt.</li> <li>• This service does not apply where the person or organisation that owes the debt to your business has a realistic chance of defending the legal action you take to recover that debt.</li> </ul>
<p><b>Additional Benefits available to all policyholders</b></p>	
<p><b>Legal Helpline</b> Advice on any business related legal matter.</p>	<ul style="list-style-type: none"> <li>• Advice is only available over the telephone.</li> <li>• Advice only relates to your company's legal problems.</li> <li>• Advice will always be in accordance with the laws of Great Britain and Northern Ireland.</li> </ul>
<p><b>Tax Advice Helpline (see Schedule)</b> Advice on any tax matter affecting your business.</p>	<ul style="list-style-type: none"> <li>• Advice is only available over the telephone.</li> <li>• No advice is available in respect of tax planning.</li> <li>• Advice will always be in accordance with the taxation laws of Great Britain and Northern Ireland</li> </ul>
<p><b>Aviva Cut Red Tape Website <a href="http://www.cutredtape.co.uk">www.cutredtape.co.uk</a></b> (see Schedule)</p>	<ul style="list-style-type: none"> <li>• This service is only available over the internet.</li> <li>• The legal paperwork and guidance will always be in accordance with the laws of Great Britain and Northern Ireland.</li> </ul>
<p>Online support to help you produce legal paperwork in connection with your business, free business advice in accounting, HR, sales and marketing, finance, technology, law and risk management. Email alerts on changes in law, legislation and regulation.</p>	<p><b>Limit of Indemnity</b></p> <ul style="list-style-type: none"> <li>• We will pay up to £1,000,000 for all claims first notified to us during the Period of Insurance</li> </ul>
	<p><b>General Exclusions and Conditions</b></p> <ul style="list-style-type: none"> <li>• Claims where there are no reasonable prospects of a satisfactory outcome.</li> <li>• Claims that are not reported to us during the period of insurance.</li> <li>• Any legal expenses incurred without our written consent.</li> <li>• At any time before we agree that legal proceedings need to be issued, we will choose the legal representative. You can only choose the legal representative if we agree that legal proceedings need to be issued or if a conflict of interest arises that means the legal representative chosen by us cannot act for you. This does not apply to claims where we may be liable to pay Awards of Compensation under Event 1a Employment Defence or Data Protection Compensation Awards under Event 5 Data Protection. In these circumstances we will always choose the legal representative.</li> <li>• If we agree to appoint a legal representative that you choose an excess of £500 will apply.</li> </ul>

# Optional Covers

## Property Damage – Policy Section 2 Part A

Significant Features and Benefits	Significant Exclusions or Limitations
<p>Provides All Risks cover including Terrorism cover for buildings and contents. Optional subsidence cover can also be selected</p> <p>Local authorities – the additional costs incurred in the rebuilding or repair of the property to a standard required by the authorities</p> <p>Accidental damage to underground water, gas or sewer and drain pipes and underground electricity or telephone cables or fuel oil pipes</p> <p>Professional fees – covers the cost of architects, surveyors, consulting engineers and legal fees incurred to reinstate the building</p> <p>Automatic reinstatement of loss – the sums insured are not reduced following a claim subject to payment of the appropriate additional premium</p> <p>Removal of debris costs – the cost of removal of debris of the insured property damaged including up to £250 in respect of contents debris</p> <p>Damage caused by the fire brigade to the grounds of the premises up to £1,500 in any one period of insurance</p> <p>Temporary removal for cleaning, renovation or repair of fixtures and fittings up to 10% of the sum insured</p> <p>Inflation provision – sum insured is index linked</p> <p>Option to include damage to sports grounds and other ground surfaces up to £2,500</p> <p>Computer system records – covers the cost of materials labour and time to reproduce such records up to £10,000</p>	<ul style="list-style-type: none"> <li>• confiscation, destruction or requisition by Government or Public Authority caused by riot, civil commotion, labour disturbance or malicious persons</li> <li>• damage by frost</li> <li>• damage to moveable property in the open by storm, tempest, flood</li> <li>• damage to electrical equipment by short circuiting or overrunning</li> <li>• theft unless it involves entry to or exit from the premises by forcible and violent means other than in respect of buildings, street furniture and similar property, gates, fences, war memorials or playground equipment or the contents of self contained offices</li> <li>• loss due to any person obtaining property by deception</li> <li>• loss or damage to paintings, objets d'art, coin and book collections, jewellery, regalia and the like in excess of £10,000</li> <li>• burst pipes if the building is unoccupied for more than 30 days unless the water supply has been turned off and the system drained</li> <li>• wear and tear, inherent defect</li> <li>• rot, mildew, rust, corrosion, insects, woodworm, vermin</li> <li>• dyeing, cleaning, repair, renovation or scratching</li> <li>• electronic, electrical or mechanical breakdown, failure or derangement</li> <li>• faulty manipulation, design, plan, specification or materials</li> <li>• gradual deterioration, market depreciation</li> <li>• change in temperature, dampness, dryness, shrinkage, evaporation, loss of weight, contamination, change in colour, flavour, texture or finish</li> <li>• the excess shown in the policy schedule</li> </ul>

## Loss of Revenue – Policy Section 2 Part B

Significant Features and Benefits	Significant Exclusions or Limitations
<p>Loss of income if the business is interrupted or interfered with as a result of loss or damage by any cause covered by the Property Damage section.</p> <p>Denial of access – provides cover should property in the vicinity of your premises be damaged and access to your premises is prevented or hindered</p> <p>Specified Illnesses – loss due to any Specified Illness at the Premises or food or drink supplied from the Premises, the occurrence of a Specified Illness within a radius of 25 miles of the Premises, the discovery of an organism at the Premises likely to result in the occurrence of a Specified Illness, any occurrence of Legionellosis at the Premises, the discovery of vermin, pests or defects in the drains at the premises which cause restrictions by order of the local authority and murder or suicide at the premises. A limit of £5,000 applies due to costs incurred in cleaning and decontamination.</p>	<p>Conditions</p> <p>Material damage insurance covering your interest in property at the premises must be in force under the Property Damage section of this policy</p>

## Increased Limits for Fidelity Guarantee – Policy Section 2 Part C

Significant Features and Benefits	Significant Exclusions or Limitations
<p>Cover is identical to that provided by Policy section 1 Part D but for an increased limit. Cover for councillors can also be included if required</p>	<ul style="list-style-type: none"> <li>as shown under Policy section 1 Part D</li> </ul>

## Personal Accident – Policy Section 2 Part D

Significant Features and Benefits	Significant Exclusions or Limitations
<p>Covers any council member, clerk, council employee or voluntary worker between the ages of 15 and 75 years against accidental bodily injury. The compensation payable is as follows:</p> <ul style="list-style-type: none"> <li>• Death and permanent total disablement £50,000. The compensation payable for permanent total disablement will be in accordance with the scale shown in the policy</li> <li>• Temporary total disablement £50 per week (up to 104 weeks)</li> </ul> <p>The cost of cleaning, repairing or replacing lost or damaged clothing or personal effects up to £100</p> <p>Medical expenses incurred in connection with any temporary total disablement for which compensation is payable for up to 15% of the total compensation payable</p> <p>Death or permanent disablement arising from assault of council employees. Cover includes compensation as shown in the policy.</p> <p>Option to extend cover for the upper age limit for council members and clerks from 75 years to 85 years with compensation for death and permanent total disablement reduced to £10,000</p>	<ul style="list-style-type: none"> <li>• whilst engaging in motor-cycling, hunting, winter sports, mountaineering or rock climbing, combat sports, riding or driving in any race or aviation</li> <li>• suicide, intentional self-injury, or insanity or the influence of alcohol or drugs</li> <li>• pregnancy or childbirth</li> </ul>

## No Claim Discount & Application of Excess Protection – Policy Section 2 Part G

Significant Features and Benefits	Significant Exclusions or Limitations
<p>Covers loss of or reduction in no claims discount and payment of excess contribution under a motor policy following accidents to private vehicles used by clerks and councillors in connection with your business</p>	<p>Cover is limited to the ensuing year's discount loss or reduction up to a total of £250 or the excess contribution up to £150 or the sum of both amounts</p>

# Notifying a Claim

If an accident, loss or damage occurs or any circumstances arise which may cause a claim to be made:

- You should notify your insurance specialist (or alternatively you can contact us at one of our claims handling offices)
  - » promptly, if an incident occurs that may lead to you making a claim
  - » immediately, in the event of a serious accident, loss or damage

Please provide as much information as possible about the claim, and your policy reference if available

- We recommend you check that the accident, loss or damage is covered by your policy. If you are in any doubt please consult your insurance specialist
- You should comply with the requirements for claim notification contained in the policy conditions, which detail your obligations and our rights in the event of a claim. If you are in any doubt please consult your insurance specialist
- You should carry out any emergency action to protect your property from further damage (e.g. turning off main services) or to make it waterproof or secure. We will be pleased to provide advice and assistance to find the right person or organisation to help you. If you do incur any charges please retain the bills as these may form part of your claim
- If emergency work has been completed on your own authority please contact us via your insurance specialist before permanent repairs begin
- Please do not dispose of damaged items before we have had the opportunity to inspect them
- You should report to the Police any loss or damage from theft, arson, malicious damage, or riot or civil commotion and obtain a crime book reference from them
- Please ensure that your responsibility for injury to someone or damage to their property is not discussed with or admitted to anyone else
- If an employee or someone else is holding you responsible for injury to them or for damage to their property then you should tell us promptly via your insurance specialist, and send any letters, writs or summons to us unanswered
- Our aim is to deal with your claim promptly and fairly. Depending on the type of claim and value involved we may:
  - » forward a claim form for you to complete and sign
  - » appoint an independent Loss Adjuster to deal with your claim
  - » arrange for one of our Claims staff to visit you
  - » reply to you via your insurance specialistby letter or by telephone

## CLAIMS CONTACTS

### All Claims Except Legal Expenses

Maven Underwriters  
Broadspire  
Tempus  
249 Midsummer Boulevard  
Milton Keynes  
MK9 1YA

Telephone Number: 01908 302202  
Email Address: [maven.claims@broadspiretpa.co.uk](mailto:maven.claims@broadspiretpa.co.uk)

Lines are open Monday to Friday

### Legal Expenses Claims

If your policy contains Legal Expenses and you need to make a claim under this section the following claims handling office should be used:

Claims Department  
Aviva Insurance Limited  
DAS House  
Quay Side  
Temple Back  
Bristol  
BS1 6NH

Telephone: 0844 891 4282  
Email: [newclaims@das.co.uk](mailto:newclaims@das.co.uk)

Lines are open Monday to Friday

# Additional Information

## Employers Liability Certificates

The Employers Liability (Compulsory Insurance) Regulations 1998 lay down certain obligations for employers and in particular you should be aware of the following:

- **Display of Certificates**  
Insurers will provide you with a Certificate of Employers Liability Insurance and this will clearly state the companies covered by the policy. You must display a copy of the certificate at each business premises where your employees can see it easily.
- **Retention of Certificates**  
You are strongly recommended to retain copies of Employers Liability certificates that have expired for as long as reasonably practicable. This is because certain claims e.g. industrial disease could be made many years after the disease is caused.

## Health & Safety Legislation

Where you are required to do so under Health and Safety legislation you must:

- have a Health & Safety Policy in place
- undertake Risk Assessments in order to identify workplace hazards
- have an induction and on-going training programme which is regularly reviewed and recorded
- have a nominated person responsible for Health & Safety.

## Policy Limits

Higher limits may be available on request. Please ask Aon UK Limited for details.

## Adequacy of Sums Insured

You must at all times keep the Sums Insured at a level which represents the full replacement value of the property insured or the earnings of the business.

Should you have any doubt about your sums insured, please consult Aon UK Limited.

## Data Protection Act

The following contains important information relating to the details that you have given the Insurer. You should show this notice to any other party related to this insurance.

The Insurer is required to send you this information to comply with current Data Protection legislation. It explains how the Insurer may use your details and tells you about the systems the Insurer has in place that allow the Insurer to detect and prevent fraudulent applications and claims.

### How the Insurer will use your data

The Insurer records and holds your personal data in accordance with the Data Protection Act 1998 and follows strict security procedures in the storage and disclosure of information provided to prevent unauthorised access or loss of such information.

The Insurer may need to collect data that the Data Protection Act defines as sensitive such as medical history or criminal conviction. Information supplied may be held on computer and passed to other firms or business for underwriting claims or other purposes associated with this Policy e.g.

- connected companies service providers agents and subcontractors including loss adjusters and claims investigators
- reinsurers who use this information to assess the terms of specific policies and to administer our insurance policies generally
- other insurance companies about other insurance policies you may have;
- the Police other insurance companies fraud reference agencies and other representative bodies in relation to the prevention and detection of fraudulent claims or as part of their money laundering checks.

This may include overseas companies.

When personal or sensitive data is supplied about third parties including any details of directors, officers, partners and employees (whose consent you must obtain) other than the Insured or in the event that a claim is notified to this Policy which may involve the Insurer receiving or requesting the personal or sensitive data of third parties other than the Insured the Insurer assumes that the Insured has obtained the consent of those third parties to the supply and processing of this information to or by the Insurer to the transfer of their information abroad and in relation to any other use of such information as referred to in this Policy. The Insurer also assumes that the supplier of the information is authorised to receive on such third parties' behalf any data protection notices. Please let the Insurer know if this is not the case.

The Insurer may record telephone calls for quality control fraud prevention and staff training purposes.

#### Fraud Prevention and Detection

The Insurer may share information with other firms and public bodies including the Police in order to substantiate information and prevent or detect fraud and may at any time:

- a) share information about you with other organisations including the Police
- b) undertake credit searches
- c) check and share your details with fraud prevention and detection agencies.

As part of this the Insurer will share information about your claims with providers of software designed to assist in the detection of fraudulent claims. The Insurer may also use commercially available databases to prevent money laundering.

If false or inaccurate information is provided and fraud is identified details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. The Insurer and other organisations may also access and use this information to prevent fraud and money laundering for example when:

- a) checking details on applications for credit and credit related or other facilities
- b) managing credit and credit related accounts or facilities
- c) recovering debt and tracing beneficiaries
- d) checking details on proposals and claims for all types of insurance
- e) checking details of job applicants and employees.

Please contact the Insurer if you want to receive details of the relevant fraud prevention agencies. The Insurer and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

#### The ELTO Database

Where this insurance policy provides Employers' Liability coverage certain information relating to the policy including without limitation the policy number(s) employers' names and addresses (including subsidiaries and any relevant changes of name) coverage dates and employer's reference numbers provided by Her Majesty's Revenue and Customs will be provided to the Employers' Liability Tracing Office (the ELTO) and added to an electronic database (the Database).

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure By Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The Database will assist individual claimants (the Claimants) who have suffered an employment related injury or disease arising out of and in the course of their employment in the UK for employers carrying on or who carried on business in the UK:

- a) to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment;  
and
- b) to identify the relevant employers' liability insurance policies.

The Database will be managed by the ELTO. The Database and the data stored on it may be accessed and used by the Claimants their appointed representatives insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

By entering into this insurance policy the Insured will be deemed to specifically consent to the use of their insurance policy data in this way and for these purposes.



**Maven**

8 Devonshire Square  
London  
EC2M 4PL

Maven Underwriters is a Managing General Agent which is part of Aon UK Limited operating under a delegated underwriting and claims authority on behalf of Insurers. Maven Underwriters is a trading name of Aon UK Limited which is authorised and regulated by the Financial Conduct Authority.

FCA registration No. 310451.

Aon UK Limited

Registered office: 8 Devonshire Square, London EC2M 4PL.

Registered No: 210725

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Aviva Insurance Limited, Pitheavlis, Perth, PH2 0NH

Aviva Insurance Limited. Registered in Scotland No 2116.

Registered Office Pitheavlis Perth Scotland PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Allianz Insurance plc. Registered in England number 84638

Registered office. 57 Ladymead, Guildford, Surrey, GU1 1DB

Allianz Insurance plc is a member of the Association of British Insurers. Allianz Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number 121849



Your Policy

# **Maven Local Councils Combined Policy**



# CONTENTS

Introduction.....	3	Extensions.....	39
Additional Services.....	4	Conditions.....	40
General Definitions.....	5	SECTION 6 NO CLAIMS BONUS PROTECTION AND APPLICATION OF EXCESS PROTECTION.....	42
Part A Property Damage and Business Interruption.....	11	Insuring Agreement.....	42
Definitions.....	11	Limit of Indemnity.....	42
Insuring Agreement.....	11	SECTION 7 LIBEL AND SLANDER.....	43
Extensions.....	12	Insuring Agreement.....	43
SECTION 1 PROPERTY DAMAGE.....	13	Exclusions.....	43
Basis of settlement.....	13	Conditions.....	43
Average (underinsurance).....	13	SECTION 8 OFFICIALS' INDEMNITY.....	44
Extensions.....	13	Insuring Agreement.....	44
SECTION 2 BUSINESS INTERRUPTION.....	20	Extensions.....	44
Basis of settlement.....	20	Exclusions.....	44
Limits of Liability.....	20	SECTION 9 PERSONAL ACCIDENT.....	45
Memoranda.....	20	Definitions.....	45
Extensions.....	21	Insuring Agreement.....	46
Part A Exclusions.....	24	Extensions.....	46
Part A Conditions.....	28	Exclusions.....	46
Part B Employers' Liability & Public & Products Liability.....	29	Conditions.....	47
Definitions.....	29	SECTION 10 LEGAL EXPENSES.....	48
Extensions.....	30	Definitions.....	48
SECTION 3 EMPLOYERS LIABILITY.....	32	Insuring Agreement.....	49
Insuring Agreement.....	32	Contingencies.....	49
Limit of Indemnity.....	32	Conditions.....	50
Compulsory Insurance Legislation.....	32	Exclusions applying to all Contingencies.....	54
Extensions.....	32	General Conditions.....	55
Exclusions.....	33	General Exclusions.....	56
SECTION 4 PUBLIC AND PRODUCTS LIABILITY.....	34	General Claims Conditions.....	56
Insuring Agreement.....	34	Part A Claims Conditions.....	57
Limits of Indemnity.....	34	Part B Claims Conditions.....	59
Extensions.....	34	Part C Claims Conditions.....	60
Exclusions.....	37	Complaints Procedure.....	62
Part C.....	39	Financial Services Compensation Scheme.....	63
SECTION 5 FIDELITY GUARANTEE.....	39	Data Protection.....	64
Insuring Agreement.....	39		
Exclusions.....	39		

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**Important**

This document provides details of your policy and the terms and conditions that apply.

Please read it carefully and keep it in a safe place.

## Introduction

In consideration of payment of the premium and subject to the terms and conditions of this Policy, the Insurer and the Insured agree that the Insurer will provide insurance cover as set out in those Parts and Sections identified as operative in the Schedule.

All parts of this Policy including the Schedule and endorsements should be read together and considered as one contract. The contents of this Policy are as set out on the following page.

## Additional Services

As a Maven Local Councils Combined policyholder you can access additional services to help you keep your business running smoothly.

Please note for our joint protection telephone calls may be recorded and/or monitored.

### **Legal and Tax Helpline - 0845 300 1899**

Call this helpline anytime, day or night, for advice on legal or tax matters in the United Kingdom. Given in confidence, the advice is free and you pay for just the cost of the call

### **Risk Solutions Helpline - 0845 366 6666**

Call for advice on safety, fire, security and other issues that can affect your business. Most enquiries can be dealt with over the telephone, but if we can't give you an immediate answer, we will deal with your enquiry within one working day. This service is available during office hours with an answering service outside these times.

### **Counselling Service Helpline - 0117 934 0105**

This is a confidential service available to your staff to help deal with personal issues such as bereavement, divorce, the threat of violence in the workplace and bullying at work.

### **Cutredtape website: [www.cutredtape.co.uk](http://www.cutredtape.co.uk)**

This is a free website offering many tools and resources to help you manage your business effectively. You will get access to

- Free business advice in accounting, HR, sales and marketing, finance, technology, law and risk management
- Over 700 legal and business guides
- Easy to use templates to build legal documents including employee contracts, health and safety policies, dismissal letters etc
- Email alerts on changes in law, legislation and regulation

To register, please visit [www.cutredtape.co.uk](http://www.cutredtape.co.uk) and follow prompts.

# General Definitions

Words and expressions to which specific meaning is given in any part of this **Policy** shall have the same meaning wherever they appear. When used in bold print in this **Policy**

## 1. Aircraft Products

means aircraft or any aerospace device (including missiles or spacecraft) and any other goods or products manufactured sold handled or distributed or services provided or recommended by the Insured or by others trading under their name if such goods or products form part of the integrity structure navigation or propulsion of such aircraft or aerospace device

## 2. Asbestos

means asbestos, asbestos fibres or any derivatives of asbestos

## 3. Bodily Injury

means death disease illness physical and mental injury mental anguish or nervous shock

## 4. Buildings

means the buildings at the **Premises** including (in so far as the values declared allow)

- a) landlord's fixtures or fittings therein or thereon
- b) tenant's improvements
- c) fixed machinery and plant
- d) annexes and outbuildings
- e) roads, pavements, paths, yards, car parks, hardstandings, gangways, forecourts, tennis courts, artificial playing surfaces, swimming pools, pedestrian bridges, hoardings and street furniture and playground equipment
- f) walls, gates, canopies, signs and fences
- g) landscaping and recreational features including ornaments statues and fixed play/sport equipment
- h) building management, cleaning cradles and security systems
- i) fixed glass including its framework lettering or any intruder alarm foil attached to it

- j) conveyors, trunk lines, cables, wires, ducting, pipes, mains, drains, sewers, meters and other equipment that provide services to or from the **Premises** including such items up to the public mains
- k) **Building Foundations** unless specifically otherwise insured,

## 5. Building Foundations

means the part below the lowest storey of the **Building**, whether such floor constitutes the flooring of the basement or otherwise

## 6. Business

means the business described in the Schedule and includes the:

- a) engagement of sub-contractors for performance of work on behalf of the **Insured**
- b) organisation of and participation in exhibitions trade fairs conferences and the like
- c) provision of gifts and promotional material incidental to the Business
- d) ownership leasing repair and maintenance of land and property
- e) repair maintenance and servicing of mechanically propelled vehicles other than on a commercial basis
- f) sale or disposal of own property and goods including owned mechanically propelled vehicles
- g) provision and management of car parks canteen social sports welfare medical organisations fire first aid rescue and ambulance services
- h) provision of nursery crèche or child care facilities where incidental to the **Business**
- i) private work undertaken by any **Employee** for any fellow **Employee** with the prior consent of the **Insured**
- j) security organisation for the benefit of the **Insured**
- k) the organisation and sponsorship of fund raising activities and events and the sponsorship of individuals

## 7. Business Hours

means the period during which **Premises** are actually occupied for the purposes of the **Business** and during which employees, partners, directors or officers entrusted with **Money** are on the **Premises**.

## 8. Clerk

means the clerk to the **Insured**

## 9. Co-insurance

means the percentage detailed in the Schedule of any claim under this **Policy** made by the **Insured** which is not payable by the **Insurer** and shall be retained by the **Insured** as its own loss

## 10. Computer Equipment

means

- a) computer hardware, including microprocessors
- b) computer application software
- c) computer operating systems or related software
- d) computer networks
- e) microprocessors (computer chips) not part of any computer system
- f) any other computerised or electronic equipment

## 11. Consequential Loss

means loss resulting from interruption of or interference with the **Business** carried on by the **Insured** at the **Premises** in consequence of loss or destruction of or damage to any property used by or for the benefit of the **Insured** at the **Premises** for the purposes of the **Business**.

## 12. Contents

means (in so far as the values declared allow), all machinery, plant, equipment and all other contents and **Stock** including but not limited to office contents, business equipment, telecommunication equipment **Computer Equipment**, **Data**, tenants' improvements, alterations and decorations, fixtures and fittings, furniture, deeds, manuscripts, documents, business books, records, plans and designs, patterns and moulds, including machinery and plant foundations, marquees, tents inflatables, sports equipment and in so far as they are not otherwise insured **Employees'** and visitors' personal effects of every description

## 13. Councillor

means any person elected to or co-opted onto the **Insured**

## 14. Damage

means loss or destruction of or damage to property.

## 15. Data

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

## 16. Date/Time Material

means dates times or data or information or command or instruction that in any manner depends upon is contingent upon is derived from or incorporates any date or time irrespective of the manner by which it is stored recorded or entered.

## 17. Debris Removal

means costs and expenses necessarily and reasonably incurred by the **Insured** with the consent of the **Insurer** in the:

- a) removing and disposal of debris or obstructions;
- b) dismantling, demolishing, shoring-up, propping or underpinning;
- c) making safe, fencing off and protecting from subsequent **Damage**;
- d) cleaning and /or clearing and/or repairing of drains, gutters, sewers, mains and the like or de-watering;
- e) decontamination and/or decommissioning of property following **Damage** but excluding costs or expenses
  - i. incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site
  - ii. arising from pollution or contamination of property not insured by this **Policy**

## 18. Defined Peril

means fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons (other than thieves in respect of insurance under Part A, Section 1), earthquake, storm, tempest, flood, escape of water from any tank, apparatus or pipe or impact by any road vehicle or animal, or subsidence, ground heave or landslide.

## 19. Discovery/Discovered

means the learning by any **Councillor** or **Clerk** or equivalent of the **Insured** (who is not acting in collusion with a dishonest **Employee**) first becomes aware of any act, event or matter which would cause a reasonable person to believe that a crime had occurred which could give rise to a loss regardless of whether the amount or circumstances of the loss have been established. Discovery also occurs when any **Councillor** or **Clerk** or equivalent receives notice of an actual or potential claim against the **Insured** alleging facts that if true would constitute a loss covered by Part B, Section 5 of this **Policy**

## 20. Discovery Period

Means a period of 36 months immediately following the expiry of the **Period of Insurance** or earlier termination of this **Policy** (other than for non-payment of the premium).

## 21. Employee

means any of the following whilst working for the **Insured** in connection with the **Business**

- a) person engaged under a contract of service or apprenticeship with the **Insured**
- b) director of the **Insured**
- c) person acting in the capacity of non- executive director of the **Insured**
- d) equity partner of the **Insured**
- e) any **Clerk** or **Councillor**
- f) person supplied to hired or borrowed by the **Insured** including any person on secondment from another employer and any other person required by the **Insured** to be defined as an employee which may include but is not limited to

- i. labour masters or persons supplied by them
- ii. labour only subcontractors
- iii. self-employed persons
- iv. drivers or operators of hired-in plant
- g) persons engaged under work experience training study exchange or similar schemes
- h) officer member or voluntary helper of the organisations or services stated in the **Business** definition
- i) voluntary workers helpers or instructors
- j) persons working under the Criminal Justice Act 2003 the Community Offenders (Scotland) Act 1978 or similar legislation
- k) employees elected on any industry users committee
- l) person defined under Sections 35 - (2) and 54 - (3) (b) of the National Minimum Wage Act 1998
- m) prospective employees who are being assessed by the **Insured** as to their suitability for employment
- n) person a Court of Law in the United Kingdom deems to be an employee

## 22. Estimated Gross Revenue

means the amount declared by the **Insured** to the **Insurer** as representing not less than the **Gross Revenue** which it is anticipated will be earned by the **Business** during the financial year most nearly concurrent with the Period of Insurance (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds 12 months).

## 23. Failure of a System

means the complete or partial failure or inability whether in terms of availability functionality and/ or performance or otherwise of a **System** whether or not owned by the **Insured** to operate at any time as desired as specified or as required in the circumstances of the **Business**.

#### 24. Great Britain

means England, Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man nor the Channel Islands nor Northern Ireland. England shall include the Channel Tunnel up to the frontier with the Republic of France, as set out by the Treaty of Canterbury 1986.

#### 25. Gross Revenue

means the money paid or payable to or earned by the **Insured** for goods sold, leased and delivered or services rendered in the course of the **Business** at the **Premises**

#### 26. Improper Gain

means improper financial benefit

- a) to the **Employee**, or
- b) to any other person or organisation intended by that **Employee** to receive such benefit.

Salaries, commission fees or other benefits earned or paid in the normal course of employment or service are not improper financial benefits

#### 27. Incident

means loss or destruction of or damage to any property used by or for the benefit of the **Insured** at the **Premises** for the purpose of the **Business**.

#### 28. Indemnity Period

means the period beginning with the **Incident** and ending not later than the Maximum Indemnity Period thereafter during which the results of the **Business** shall be affected in consequence thereof

#### 29. Insured

means the Insured named in the Schedule

#### 30. Insurer

means the Insurer(s) named in the Schedule

#### 31. Medical Persons

means medical doctors nurses and dentists

#### 32. Microchip

means a unit of packaged computer circuitry manufactured in a small scale and made for programme logic and/or computer memory purposes and expressly including integrated circuits and microcontrollers.

#### 33. Money

means **Negotiable** money and **Non-negotiable** money.

#### 34. Negotiable money

means cash, currency, bank notes and coins, uncrossed cheques and uncrossed Giro cheques (other than pre- signed blank cheques), uncrossed Giro drafts, uncrossed travellers cheques, uncrossed bankers drafts, uncrossed postal orders, uncrossed money orders, charge cards, cash cards, debit cards, credit cards, bills of business exchange, current embossed revenue or postage stamps, television licence stamps, trading stamps, National Insurance stamps, National Savings stamps, certificates holidays with pay stamps, company sales vouchers, gift tokens, consumer redemption and discount vouchers, Luncheon Vouchers, travel vouchers and tickets and/or warrants, petrol and other coupons.

#### 35. Non-negotiable money

means crossed cheques, crossed Giro cheques, crossed Giro drafts, crossed travellers cheques, crossed bankers' drafts, crossed postal orders, crossed money orders, National Savings certificates, Premium Bonds, stamped National Insurance cards, VAT purchase invoices, unused franking machine units.

#### 36. Offshore

means embarkation on to a vessel or aircraft (including helicopters) for conveyance to an offshore installation or support or accommodation vessel until disembarkation from the conveyance on to land upon return from the offshore installation or support or accommodation vessel

#### 37. Period of Insurance

means the period set out in the Schedule during which the cover by this **Policy** is operative



### 38. Personal Injury

means

- a) **Bodily Injury**
- b) false arrest invasion of the right of privacy detention false imprisonment false eviction malicious prosecution harassment libel slander or defamation of character (except as covered by Section 7 - Libel & Slander)
- c) assault and battery not committed by or at the direction of the **Insured** unless committed for the purpose of preventing or eliminating danger to persons or property

### 39. Persons Entitled to Indemnity

means

- a) the **Insured** named in the Schedule
- b) the personal representatives of the **Insured** in respect of legal liability incurred by the **Insured**
- c) at the request of the **Insured**
  - i. any **Employee** or former **Employee**, **Clerk** or **Councillor** acting on behalf of or in the course of employment or engagement by the **Insured** in respect of liability for which the **Insured** would be entitled to indemnity if the claim had been made against the **Insured**
  - ii. the officers committee members and voluntary helpers of the **Insured's** welfare and canteen organisations and first aid fire security and ambulance services in their respective capacities as such
  - iii. the officers committee members and voluntary helpers of the **Insured's** sports theatrical and social organisations in their respective capacities as such
  - iv. any **Employee** in respect of private work undertaken by that **Employee** for another **Employee** with the prior consent of the **Insured**
  - v. the officers committee members and voluntary helpers of the **Insured's** medical organisation other than any **Medical Persons** while working in a professional capacity
  - vi. any officers or trustees of the **Insured's** pension scheme(s)
  - vii. voluntary helpers at any sponsored or charitable or similar fund raising or recreational activity organised by or with the authority of the **Insured**

- viii. any principal or other party not described in a), b) and c) i) to vii) above with whom the **Insured** enters into a contract to the extent required by or arising out of such contract Indemnity will only apply in respect of liability for which the **Insured** named in the Schedule would have been entitled to indemnity if the claim had been made directly against the **Insured**

Provided that such persons shall act as though they were the **Insured** observe fulfil and be subject to the terms Exclusions and conditions of this **Policy** in so far as they can apply but the Insurer will not provide an indemnity

- a) unless the **Insurer** has the sole conduct and control of any claim
- b) where the party stated in c) i. to viii. is indemnified under any other insurance policy or in any other way

### 40. Policy

means this policy document, the Schedule and Endorsements which shall be read together as one contract.

### 41. Premises

means all premises for which the **Insured** is responsible within its area as defined by the Boundary Committee for England or the Local Government Boundary Commission for Wales

### 42. Products

means goods or products (after they have ceased to be in the possession or under the control of the **Insured**) manufactured constructed altered erected repaired serviced treated sold supplied distributed installed or maintained by the **Insured** in connection with the **Business** including any container packaging and instructions for use

### 43. Professional Fees

means architects', surveyors', consultants' and legal or other fees and expenses necessarily and reasonably incurred in the reinstatement of the **Property Insured** following **Damage**, but not for preparing any claim. The amount payable for such fees shall not exceed those authorised under the scales of the various institutions or bodies regulating such charges.

#### 44. Property Damage

means

- a) direct loss of or damage to or destruction of material property or **Data** or
- b) nuisance trespass obstruction loss of amenities or interference with any easement right of air light water or way

#### 45. Property Insured

means

- a) all property of every kind and description owned in whole or in part by the **Insured**;
- b) property held in trust or on commission by the **Insured**;
- c) property for which the **Insured** are responsible or in the event that the **Insured** in the course of their business as bailees deem themselves responsible
- d) property for which the **Insured** may have assumed liability, under contract or agreement, prior to **Damage**;
- e) property for which the **Insured** may have an obligation to insure

all as described in the Schedule and except as specifically excluded elsewhere in this **Policy**

#### 46. Publication

means notices, agenda, minutes and reports of meetings, correspondence and publications of the **Insured** issued in the ordinary course of the **Insured's Business**

#### 47. Retroactive Date

means the date when

- a) Part C, Section 5 of this **Policy** was first inception, or
- b) where equivalent cover to that provided under this Section has been continuously maintained in full force and effect prior to inception of Part C, Section 5, the date which first applied to such equivalent cover.

#### 48. Standard Gross Revenue

means the **Gross Revenue** during that period in the twelve months immediately before the date of the **Incident** which corresponds with the **Indemnity Period** to which such adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business**, either before or after the **Incident** or which would have affected the **Business** had the **Incident** not occurred so that the figures thus adjusted shall represent as nearly as may be practicable the results which but for the **Incident** would have been obtained during the relative period after the **Incident**.

#### 49. Stock

means stock, work in progress, finished work and materials in trade

#### 50. Territorial Limits

means the Territorial Limits stated in the Schedule

#### 51. United States of America

means the United States of America, its territories, possessions and insular areas (including but not limited to American Samoa, Guam, Mariana Islands, Marshall Islands, Micronesia, Palau, Puerto Rico, US Virgin Islands)

#### 52. Virus

means programming code designed to achieve an unexpected unauthorised and/or undesirable effect or operation when loaded onto a **System** or transmitted or transferred between **Systems** via networks extranets, internet, electronic mail or attachments thereto, floppy diskettes or CD-ROMs or otherwise and whether involving self-replication or not.

# Part A Property Damage and Business Interruption

## Definitions

When used in bold print in Part A of the Policy

### 1. Act of Terrorism

means:

- a) In respect of **Damage** occurring in **Great Britain** acts of persons acting on behalf of or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto.
- b) In respect of **Damage** occurring anywhere other than in **Great Britain** any act, including but not limited to the use of force or violence or the threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government or to put the public or any section of the public, in fear.

### 2. Occurrence

means any one loss or series of losses arising out of and directly resulting from one source or original cause.

**Note:** The duration and extent of any one source or original cause shall be limited to

- 72 consecutive hours as regards earthquake, storm, and/or flood.
- 72 consecutive hours and within the limits of one city, town or village as regards riot, civil commotion and malicious damage

Should any time period referred to above commence prior to and extend beyond the expiry date of this **Policy** the Insurer shall pay all losses occurring during such period as if such period fell entirely within the term of this **Policy**.

The **Insurer** shall not be liable however for any such loss commencing either before the effective date and time or after the expiration date and time of this **Policy**.

## Insuring Agreement

The **Insurer** agrees (subject to the terms and provisions of this **Policy**) that if after payment or agreement to pay the premium

- a) any of the **Property Insured**, or
- b) any building or other property used by or for the benefit of the **Insured** at the **Premises** for the purpose of the **Business**

be accidentally (in so far as the **Insured** is concerned) lost, destroyed or damaged during the **Period of Insurance** (or any subsequent period for which the **Insurer** accepts a renewal premium) the **Insurer** will pay to the **Insured**

- i. in respect of Section 1 the value of the **Property Insured** at the time of its loss or destruction or the amount of the damage alternatively, at the Insurer's option, the **Insurer** will reinstate, replace or repair the **Property Insured**
- ii. in respect of Section 2 the amount of the loss resulting from interruption of or interference with the **Business** carried on by the **Insured** at the **Premises** consequent upon the loss or destruction of or damage to any property used by or for the benefit of the **Insured** at the **Premises** for the purpose of the **Business**

all as more fully described in this **Policy**, provided that

- a) the liability of the **Insurer** under this **Policy** shall not exceed the total sum insured or in respect of any item its sum insured or any other Limit of Liability stated in this **Policy**
- b) in respect of the insurance under Section 2 if at the time of **Damage** the **Insured** has an interest in the property at the **Premises** there shall be in force an insurance covering any interest of the **Insured** in the property and that
  - i. payment shall have been made or liability admitted therefor, or
  - ii. payment would have been made or liability admitted therefor but for the operation of a proviso in such insurance excluding losses below a specified amount

## Extensions

### Claims Preparation Expenses

This **Policy** is extended to include reasonable expenses incurred by the **Insured** for an external assessment or preparation of a claim resulting from loss which would be payable under this **Policy**.

# Part A Property Damage and Business Interruption

## SECTION 1 PROPERTY DAMAGE

### Basis of settlement

#### Buildings and Contents

The actual cash value of the **Property Insured** at the time of its loss or destruction, or the amount of the damage, or if replaced the cost of replacement as new or the cost of reinstatement as new, subject to the provisions of the Reinstatement (Day One) Non Adjustable Extension, other than

- a) Documents, records and property of like kind  
The replacement cost of the paper or materials plus the cost expended in reinstatement or rewriting the information contained therein but excluding the value of the information to the **Insured**.
- b) Models, patterns, moulds and property of a like kind  
The replacement cost of the materials plus the cost expended in reinstatement but excluding the value to the **Insured**.
- c) **Data** - The cost of blank media plus the costs of copying the **Data** from back-up or from originals of a previous generation. Such costs include research and engineering and any costs of recreating, gathering or assembling such **Data** but not the value of the **Data** to the **Insured** even if such **Data** cannot be recreated, gathered or assembled.
- d) Leased equipment  
At the **Insured's** option either
  - i. the costs of reinstatement subject to the provisions of the Reinstatement (Day One) Non Adjustable Extension, or
  - ii. actual cash value at the time of **Damage**, or
  - iii. the termination sums (as detailed by the terms of any leasing agreement)

#### Stock

The cost to repair or replace the **Stock** at the time of **Damage**, which shall mean the cost to replace raw materials or supplies plus the direct costs of labour and production expended until the time of **Damage**. For goods sold but not delivered for which the Insured is responsible, the basis of valuation shall be the contract price.

### Average (underinsurance)

The sums insured by:

- a) any items of **Buildings** or **Contents** that are subject to the provisions of the Reinstatement (Day One) Non Adjustable Extension are separately subject to Average as described therein.
- b) any other items (other than first loss items) including **Buildings**, **Contents** that are not subject to the provisions of the Reinstatement (Day One) Non Adjustable Extension, are separately subject to the following Condition of Average:

Whenever a sum insured is declared to be subject to Average, if such sum shall at the commencement of any **Damage** be less than the value of the property covered within such sum insured, the amount payable by the **Insurer** in respect of such **Damage** shall be proportionately reduced.

### Extensions

Unless otherwise stated in the Schedule the following Extensions apply. Extensions may be subject to Sub-limits, which, if applicable, are stated in the Schedule.

#### 1. Average Waiver (for Professional Valuations)

The provisions of Average (underinsurance), Special Provision d) of the Reinstatement (Day One) Non Adjustable Extension and the average provisions of the Contribution and Average Claims Condition shall be waived provided that

- a) the **Insured** provides at their own expense and at intervals of not more than 3 years, valuations of all **Buildings** and **Contents** compiled by professionally qualified members of the Royal Institute of Chartered Surveyors or some other suitable valuer the **Insurer** agrees to and
- b) the sums insured and/or Declared values are adjusted from the date of such valuations to account for alterations in values

## 2. Capital Additions

The indemnity provided by this **Policy** shall automatically apply in respect of any new or acquired and/or occupied premises or property (or additions and/or improvements to existing property).

Provided that the **Insured** shall as soon as practicable and in any event within 6 months give particulars of such acquisition or alteration and effect specific insurance thereon retrospectively from the date of its acquisition or creation

## 3. Contracting Purchaser's Interest

If at the time of **Damage** the **Insured** shall have exchanged contracts to sell their interest in any **Property Insured** and the purchase has not been but is thereafter completed the purchaser on completion of the purchase (and if and so far as the property is not otherwise insured against such **Damage** by the **Insured** or on the **Insured's** behalf) will be entitled to benefit under this Section without prejudice to the rights and liabilities of the **Insured** or the **Insurer** until completion.

## 4. Debris Removal

This Section includes **Debris Removal** in so far as the values declared allow.

## 5. Decontamination and Clean Up Expense

This Section includes any cost or expense of decontamination or removal or disposal of water, soil or any similar substance on or under the **Premises** incurred during emergency measures undertaken in order to mitigate any circumstances pertaining to seepage, pollution and/or contamination, whether or not at the instruction of any government agency or other authority, following **Damage**.

## 6. Deterioration of Freezer Stock

Notwithstanding Exclusion 2 to Part A, this Section includes deterioration or putrefaction of foodstuffs caused by

- a) a rise or fall in temperature,
- b) a rise or fall in humidity levels,
- c) a change in gas concentration levels,
- d) the action or escape of refrigerant and/or fumes due to
  - a) breakdown or damage of storage equipment

- b) loss, destruction or damage to any **Property Insured** or to the building and/or store in which such foodstuffs are stored
- c) non-operation of any automatic controlling or thermostatic devices
- d) accidental failure of utilities not resulting from the deliberate act of the public supply authority other than where this is necessitated by an emergency

Excluding any loss where the storage equipment is over 10 years old.

## 7. European Union and Public Authorities

This Section includes such additional costs of reinstatement following **Damage** as may be incurred solely by reason of the necessity to comply with the stipulations of

- a) European Union legislation, or
- b) Building or other regulations under or framed in pursuance of any Act of Parliament or by laws of any public authority, or
- c) the **Insurer** requiring conformity to the appropriate sprinkler rules of an automatic sprinkler installation which conformed to the appropriate rules when installed but fails to conform to subsequent amendments to those rules.

in respect of property suffering loss, destruction or damage and undamaged portions thereof.

However cover provided by this Extension excludes:

- a) the cost incurred in complying with the aforesaid stipulations:
  - i. in respect of **Damage** occurring prior to the granting of this Extension;
  - ii. in respect of **Damage** not insured by this Section;
  - iii. under which notice has been served upon the **Insured** prior to the happening of the **Damage**;
  - iv. for which there is an existing requirement which has to be implemented within a given period;
- b) the additional cost that would have been required to make good the property which has sustained loss, destruction or damage to a condition equal to its condition when new had the necessity to comply with the stipulations not arisen;

- c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with the stipulations.

#### Special Condition

The work of reinstatement must be commenced and carried out without unreasonable delay and may be carried out upon another site (should the stipulations so necessitate) subject to the liability of the Insurer not being thereby increased.

#### 8. Fire Brigade Charges and Extinguishing Expenses

This Section includes the following expenses resulting from **Damage**:

- a) fire brigade charges and other extinguishing expenses for which the **Insured** may be charged;
- b) loss of fire extinguishing materials expended

In addition the Insurer will pay the reasonable costs and expenses incurred by the Insured of refilling cylinders of any gas flooding systems installed for the protection of property arising out of the accidental discharge of such system.

#### 9. Foundations

If following **Damage**, re-building is carried out upon another site, the **Insurer** agrees to treat abandoned **Building Foundations** as damaged, whether or not such foundations are damaged. Where abandoned foundations increase the resale value of the original building site, the increased value shall be regarded as salvage.

#### 10. Inadvertent Omission to Insure

If after the inception of this **Policy** any property shall be found to have been inadvertently omitted from this insurance, the **Insurer** will deem such omitted property to be insured within the terms of this **Policy** and from the date of commencement of the **Insured's** interest in such property subject to the **Insured** notifying the Insurer of such omission as soon as reasonably practicable and agreeing to pay the reasonable pro-rata premium for such property.

#### 11. Involuntary Betterment

In the event that new property of like kind and quality is not obtainable following **Damage**, property which is as similar as possible to that which has sustained **Damage** and which is capable of performing the same function shall be deemed to be new property of like kind and quality and in no event shall this be considered as a betterment to the **Insured**.

In the event of replacement with new property, the **Insurer** will pay the cost of purchasing and installing technologically current equipment, which is necessitated by incompatibility between:

- a) new equipment installed to replace equipment which has sustained loss, destruction or damage and
- b) undamaged existing equipment at the same or an interdependent location.

Provided always that:

- a) **Damage** was directly caused
- b) the **Insurer** shall be liable only for the amount sufficient to enable the Insured to resume operations in substantially the same manner as before
- c) the **Insurer** shall be liable only for the difference between:
  - i. the highest sales value of the undamaged existing equipment at the same or an interdependent location and
  - ii. the installed cost of the technologically current equipment.

#### 12. Landscaping Costs

This Section includes the reasonable cost of remaking, reconstituting, redesigning, replanting and purchasing as necessary in order to replace surrounding and internal landscaped grounds and gardens.

#### 13. Locks

This Section includes the costs incurred as a result of the replacement of locks to any building or safes or strong rooms therein for which the **Insured** is responsible following the loss of keys by theft from the **Premises** or from the homes of any authorised key-holders, or whilst the keys are being carried elsewhere or by unauthorised duplication of keys.

#### 14. Metered Utility Charges

This Section includes the additional charges incurred by the **Insured** in respect of any utility metered by a supply authority following **Damage**.

#### 15. Mitigation of Environmental Impact

This Section includes additional costs of reinstatement following **Damage**, as may be incurred with the **Insurers** prior consent that may not be unreasonably withheld, for the sole purpose of reducing the environmental impact arising during reinstatement and/or from the operation of the **Business** from the **Premises**.

Including but not limited to the additional costs incurred in;

- a) using sustainable construction materials,
- b) employing alternative waste or **Debris Removal** methods,
- c) modifying design and/or materials in order to reduce carbon emissions or atmospheric pollution or to improve energy efficiencies,

in respect of loss, destruction of or damage to property and undamaged portions thereof.

But cover does not include

- a) additional costs arising for work the **Insured** has already planned and was due to be carried out during the **Period of Insurance** or
- b) the additional cost of complying with any European Union legislation, Act of Parliament, or by-laws of any public authority

#### 16. Mitigation of Loss

This Section includes all reasonable and necessary expenses incurred by the **Insured** in taking steps to avoid, reduce or mitigate impending **Damage** for which cover is provided by this Section provided that such **Damage** would be the likely outcome if such expenses were not incurred.

In the case of actual **Damage**, this Section includes the reasonable and necessary costs incurred to pay for temporary repairs and to expedite the permanent reinstatement, repair or replacement of property lost destroyed or damaged.

#### 17. Mortgagees

Any increase in the risk of **Damage** resulting from any act or neglect of the **Insured** mortgagor freeholder leaseholder lessee licensee or occupier of any **Building(s)** insured by this **Policy** shall not prejudice the interest of any freeholder lessor mortgagee financier or lender provided such increase in risk is without their prior knowledge or authority and that the **Insurer** is notified as soon as practicable on becoming aware of such increase in risk any reasonable additional premium required is paid to the **Insurer**

#### 18. Motor Vehicles

Notwithstanding Exclusion 11. a), Part A, this Section includes loss or destruction of or damage to motor vehicles owned or leased by the **Insured** whilst parked at the **Premises** in respect of any amount not recoverable from any other policy.

#### 19. Other Interests

The interest of other parties in this insurance is noted, it being understood that in the event of a loss the nature and extent of such other interest will be disclosed by the **Insured**.

#### 20. Pair and Set /Consequential Reduction in Value

In the event of **Damage**, this Section includes the resulting reduction in value of the remaining undamaged components or parts of products customarily sold as individual units or sold as pairs, sets or lots or ranges of sizes or colours.

#### 21. Professional Fees

This Section includes **Professional Fees** in so far as the values declared allow.

#### 22. Reinstatement (Day One) Non Adjustable

Subject to the following Special Provisions, the basis upon which the amount payable is to be calculated in respect of each Item of the **Property Insured** as stated in the Schedule, shall be the reinstatement of the property lost, destroyed or damaged.

For this purpose "reinstatement" shall mean

- a) the rebuilding or replacement of property lost or destroyed which, provided the liability of the **Insurer** is not increased may be carried out



- i. in any manner suitable to the requirements of the Insured
  - ii. upon another site
- b) the repair or restoration of property damaged in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new except, provided the liability of the **Insurer** is not increased the **Insurer** agrees to allow such betterment made solely to improve resilience to future loss, destruction or damage.

### Special Provisions

- a) The **Insured** having stated in writing the Declared value (shown within the Schedule) for each of the said Items, the premium has been calculated accordingly.
- b) For the purposes of this Extension, "Declared value" means the **Insured's** assessment of the cost of reinstatement of the **Property Insured** arrived at in accordance with paragraph a) above at the level of costs applying at the inception of the **Period of Insurance** (ignoring inflationary factors which may operate subsequently) together with in so far as the insurance by the Item provides due allowance for
  - i. the additional cost of reinstatement to comply with European Union and public authority requirements.
  - ii. **Professional Fees**
  - iii. **Debris Removal** costs
- c) At the inception of each **Period of Insurance** the **Insured** shall notify the **Insurer** of the Declared value of the **Property Insured** by each of the said Items. In the absence of such declaration the last amount declared by the **Insured** shall be taken as the Declared value for the ensuing period.
- d) If at the time of **Damage** the Declared value of the property covered by such Item be less than the cost of reinstatement (as defined in Special Provisions b) above) at the inception of the **Period of Insurance** then the **Insurer's** liability for the **Damage** shall not exceed that proportion thereof which the Declared value bears to the cost of reinstatement.
- e) The liability of the **Insurer** for the repair or restoration of property damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed.

- f) No payment beyond the amount which would have been payable in the absence of this Extension shall be made
  - i. unless reinstatement commences and proceeds without unreasonable delay
  - ii. until the cost of reinstatement shall have been actually incurred
  - iii. if the **Property Insured** at the time of its loss, destruction or damage shall be insured by any other insurance effected by or on behalf of the Insured which is not upon the same basis of reinstatement.
- g) All the terms and Conditions of the Policy shall apply
  - i. in respect of any claim payable under the provisions of this Extension except in so far as they may be varied hereby
  - ii. where claims are payable as if this Extension had not been incorporated except that the Insurer's liability shall be limited to 110% of the Declared values.

### 23. Resilient repairs – Extra costs

This Section includes the additional costs of reinstatement following **Damage** incurred for the sole purpose of improving the **Property Insured's** resilience to future similar loss, destruction or damage, including but not limited to costs incurred in:

- a) modifying design and/or materials
- b) relocating equipment,
- c) obtaining appropriate expert advice

in respect of **Property Insured** suffering loss, destruction or damage and undamaged portions thereof

But cover does not include

- i. additional costs arising for work the Insured has already planned and was due to be carried out during the Period of Insurance; or
- ii. the additional cost of complying with any European Union legislation, Act of Parliament, or by-laws of any public authority

#### 24. Temporary Removal

This Section includes **Damage** (other than **Stock** if insured) whilst temporarily removed elsewhere, as regards documents and books and the like for any purpose and as regards other property for cleaning, renovation, repair or similar purposes.

#### 25. Theft Damage to Buildings

This Section includes **Damage** to buildings at the **Premises** for which the **Insured** is responsible (and not otherwise insured by this **Policy**) caused by theft or attempted theft.

#### 26. Third Party Sites and Transit

This Section includes

- a) loss, destruction or damage to **Property Insured** whilst at any third party site including whilst temporarily removed from the **Premises** for any purpose, which would not otherwise be insured by this Section, including whilst at storage, exhibition, customer, supplier, sub-contractor, agent, contract and outsourcees' sites, including whilst in transit by road, rail or inland waterway and during loading and unloading and whilst in temporary storage during transit.
- b) loss that is not recoverable from a third party following loss, destruction of or damage to **Property Insured** at any location where such **Property Insured** has been passed to the third party in contract, but where title of the goods remain vested in the **Insured**.

#### 27. Trace and Access

If **Damage** results from escape of water, fuel, oil or from sprinkler leakage, this Section includes the costs incurred by the **Insured** in taking steps to locate the source of such **Damage** and the subsequent making good of damage caused as a consequence of such steps.

#### 28. Unauthorised Use of Metered Utilities

This Section includes the additional charges incurred by the **Insured** in respect of electricity, gas, water, effluent, telecommunications or internet provision services arising from its unauthorised use by persons taking possession of or occupying the **Premises** without the **Insured's** authority provided that the **Insured** shall take all practical steps to terminate such unauthorised use as soon as it is discovered

#### 29. Workmen

Workmen are allowed in or about any of the **Premises** for the purposes of alterations, repair, decoration, plant installation, general maintenance and the like without prejudice to the terms and conditions of this Section

# Part A Property Damage and Business Interruption

## SECTION 1A MONEY

The **Insurer** will indemnify the Insured arising out of **Damage** in respect of

- a) **Money**
- b) bags or other containers used for carrying **Money**
- c) clothing or personal effects belonging to the Insured or any **Employee**, of the **Insured**

occurring at the **Premises** and elsewhere as described in the Schedule.

The **Insurer's** liability shall not exceed the amounts stated in the Schedule

Provided that **Negotiable money** whilst in transit shall be carried by

- a) the following number of able bodied adults
  - i. 2 adults when in excess of £3,000 but not exceeding £6,000
  - ii. 3 adults when in excess of £6,000 but not exceeding £15,000
- b) a professional carrier of money for single transits exceeding £15,000

Notwithstanding Exclusion 4, Part A, cover provided by this Section shall include loss resulting from acts of fraud or dishonesty by the **Insured's Employees**, provided that such act is discovered within 30 days of occurrence.

### Money – Assault

This Section includes payment in respect of death or disablement of any **Employee** following theft or attempted theft of **Money**.

Provided that

- a) death or disablement occurs within 24 months and independently from any other cause.
- b) the **Insurer's** liability for any weekly benefit is limited to 104 weeks in respect of any one incident
- c) the **Insurer's** liability is limited to one benefit only in respect of the same incident (should the **Insurer** become liable to pay benefit on account of death, permanent disablement or permanent total disablement, then any amounts already paid by the **Insurer** for temporary total disablement will be deducted from the final settlement).
- d) the **Insurer's** liability for weekly benefits will not exceed the pre-accident weekly earnings of the injured insured person.

# Part A Property Damage and Business Interruption

## SECTION 2 BUSINESS INTERRUPTION

### Basis of settlement

#### Item 1 Gross Revenue (Declaration linked basis)

The insurance under Item no 1 is limited to

- a) loss of **Gross Revenue** and
- b) Increase in Cost of Working

and the amount payable as indemnity hereunder shall be

1.

- (a) in respect of loss of **Gross Revenue** the amount by which the **Gross Revenue** during the **Indemnity Period** shall fall short of the **Standard Gross Revenue** in consequence of the **Incident**.
- (b) in respect of Increase in Cost of Working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of **Gross Revenue** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Incident**, but not exceeding the amount of reduction thereby avoided.

less

- a) any sum saved in respect of such of the charges and expenses of the **Business** payable out of **Gross Revenue** as may cease or be reduced in consequence of the **Incident**
- b) costs to the extent that they are recoverable under Section 1, Part A of this **Policy**

N.B. Depreciation will not be included in any such adjustment for savings.

#### Item 2 Additional Increase in Cost of Working

The insurance under Item 2 is limited to the amount of the additional expenditure (in excess of the amount payable under paragraph b) of **Gross Revenue**), necessarily and reasonably incurred by the **Insured** during the **Indemnity Period** in consequence of the **Incident** for the sole purpose of avoiding or diminishing a reduction in **Gross Revenue** or resuming or maintaining normal business.

#### Item 3 Standalone Increase in Cost of Working

The insurance under Item 3 is limited to the additional expenditure necessarily and reasonably incurred by the **Insured** during the **Indemnity Period** in consequence of the **Incident** for the sole purpose of avoiding or diminishing any interruption or interference with the **Business**.

### Limits of Liability

Notwithstanding proviso a) in the Insuring Agreement to this Policy the liability of the **Insurer** shall in no case exceed

- a) in respect of **Gross Revenue**, 133.3% of the **Estimated Gross Revenue** stated herein,
- b) in respect of each other item 100% of the of the sum insured stated herein,
- c) in the whole,
  - i. the sum of 133.3% of the **Estimated Gross Revenue** and 100% of the sums insured by other Items, or
  - ii. such other amounts as may be substituted therefor by memorandum signed by and on behalf of the **Insurer**.

### Memoranda

#### 1. Alternative Trading

If during the **Indemnity Period** goods shall be sold, leased or delivered or services shall be rendered elsewhere than at the **Premises**, either by the **Insured** or by others on their behalf, the money paid or payable in respect of such sales or services shall be brought into account in arriving at the **Gross Revenue** during the **Indemnity Period**.

#### 2. Current Cost Accounting

For the purpose of the definitions of this Section, any adjustment implemented in current cost accounting shall be disregarded.

### 3. Essential Operations – Increase in Cost of Working

Item 1b) shall indemnify the **Insured** for reasonable expenditure incurred by the **Insured** for the sole purpose of resuming or maintaining normal business in consequence of an **Incident** at **Premises** used for administrative, office or other similar central group business function for the purpose of the **Business**.

### 4. Inter-Group Dependency

Any loss resulting from an **Incident** applies not only at the **Premises** at which the **Damage** occurs but also to resulting interruption of or interference with the **Business** at any of the **Premises** insured by this **Policy**.

### 5. Professional Accountants Charges

Any particulars or details in the **Insured's** books of account or other business books or documents which may be required by the **Insurer** for the purpose of investigating or verifying any claim under this Section may be produced by professional accountants if at the time they are acting regularly as such for the **Insured** and their report shall be prima facie evidence of the particulars and details to which such report relates.

The **Insurer** will pay to the **Insured** the reasonable charges payable by the **Insured** to their professional accountants for producing such particulars or details or any other proofs, information or evidence as may be required by the **Insurer** under the terms or conditions of this **Policy** and reporting that such particulars or details are in accordance with the **Insured's** books or accounts or other business books or documents provided that the sum of the amount payable under this Memorandum and the amount otherwise payable under this Section shall in no case exceed the Limit of Liability insured by this Section.

### 6. Renewal

The **Insured** shall prior to each renewal provide the Insurer with the **Estimated Gross Revenue** for the financial year most nearly concurrent with the ensuing years of insurance.

### 7. Value Added Tax

To the extent that the **Insured** is accountable to the tax authorities for Value Added Tax, this Section shall be exclusive of such tax.

## Extensions

Unless otherwise stated in the Schedule the following Extensions apply. Extensions may be subject to Sub-limits, which, if applicable, are stated in the Schedule.

### 1. Extended Premises

**Premises** for the purpose of all cover provided by Section 2. shall include the following as if in all respects they were premises owned, leased used or occupied by the **Insured** declared and accepted by **Insurers** and the relevant loss, destruction or damage had occurred thereon:

- a) **Customers' Premises** - The premises of any of the **Insured's** customers, who have a contractual trading relationship with the **Insured**.
- b) **Suppliers' Premises** - The premises of any of the **Insured's** suppliers of components, materials, goods or services or the premises of any contracted outsourcers of the **Insured**, who have a contractual trading relationship with the **Insured** but excluding the premises of suppliers of electricity, gas, water effluent, telecommunications, internet provision and satellite services.
- c) **Third Party Premises** - The premises of any third party, the type of which is specified in the Schedule but excluding
  - i. the premises of any of the **Insured's** suppliers or customers.
  - ii. the premises of suppliers of electricity, gas water, effluent, telecommunications, internet provision and satellite services
- d) **Transit** - Whilst in transit by road, rail or inland waterway and during loading and unloading and whilst in temporary storage during transit.

### 2. Extended Incident

**Incident** for the purpose of all cover provided by Section 2. includes:

- a) **Notifiable Human Disease and Other Health Risks**
  - i. any occurrence of a **Notifiable Human Disease** or a **Notifiable Human Disease** attributable to food or drink supplied from the **Premises**
  - ii. any discovery of an organism or causative agent at the **Premises** likely to result in the occurrence of a **Notifiable Human Disease**,

- iii. the discovery of vermin or pests at the **Premises**,
- iv. any accident causing defects in the drains or other sanitary arrangements at the Premises including accidental leakage or escape of sewage or effluent

that causes restrictions on the use of the **Premises** on the order or advice of a competent local authority,

- v. any occurrence of death, murder, suicide, assault, rape, abduction or child abuse at the **Premises**.

Cover provided by this Extension includes the costs and expenses incurred following any **Incident** described above, in

- i. cleaning and decontamination of property used by the **Insured** for the purpose of the **Business** (other than stock in trade),
- ii. removal and disposal of contaminated property owned or leased by the **Insured** or for which the **Insured** is responsible,
- iii. repair or replacement of property owned or leased by the **Insured** or for which the **Insured** is responsible, provided that such costs do not increase the **Insurer's** liability beyond the amount which would have been recoverable under items a) and b) above.

Definitions for the purposes of this Extension

**Notifiable Human Disease** means human disease, suspected human disease or contamination which must be notified to the local authority excluding any occurrence, whether directly or indirectly, of

- i. any mutation of Avian Flu that manifests itself as a human infectious or human contagious disease
- ii. Severe Acute Respiratory Syndrome (SARS).

**b) Prevention of Access and Loss of Attraction**

- i. any **Damage** within a radius of 1 mile of the **Premises**:
- ii. unlawful occupation of the **Premises** by any person but excluding occupation of the **Premises** by any person or persons taking part in a labour dispute;
- iii. the presence of or suspected presence of, a harmful device or weapon in, or within a radius of 1 mile of the **Premises** provided that the police or other appropriate statutory authorities are notified as soon as practicable;

- iv. a gas leak or suspected gas leak at or within a radius of 1 mile of the **Premises**

that prevents or hinders the use of the Premises and, where relevant, access thereto or results in loss of attraction to the **Insured's Business** by customers or potential customers.

- v. closure or sealing off of the **Premises** or any right of way by the police or other statutory authority which

- 1. prevents or hinders the use of the **Premises** or access thereto or, where the **Premises** forms part of a larger complex development or shopping centre, prevents or hinders the use of the entire complex development or shopping centre or access thereto or;

- 2. causes a reduction in the number of people using the **Premises** or, where the **Premises** forms part of a larger complex development or shopping centre, causes a reduction in the number of people using the same.

- vi. closure or sealing off of roads or transport systems within a mile of the **Premises** by the police, fire, or other statutory authority or local or transport authority, which

- 1. prevents the **Insured's** staff from reaching their usual place of work or;
- 2. causes a reduction in the number of people using the **Premises** or, where the **Premises** forms part of a larger complex development or shopping centre, causes a reduction in the number of people using the same. In so far as concerns paragraph i) above, this shall not include loss, destruction or damage to property of any of the **Insured's** suppliers of electricity, gas, water, effluent, telecommunications or internet provision or satellite services, which prevents or hinders the supply of such services to the **Premises**.

**c) Utilities**

- a) **Damage** - Loss, destruction or damage of land-based installations and/or equipment used for the supply of electricity, gas, water, effluent, telecommunications or internet provision services.

- b) **Accidental failure** - Loss following the accidental failure of the supply of electricity, gas, water, effluent, telecommunications or internet provision services, at the terminal ends of the service feeders or receivers or meters

but this Extension will not cover loss following

failure of supply

- i. due to failure of any satellite;
- ii. due to the deliberate act of a supplier unless done to save human life or to safeguard the property of the supplier or in response to loss or destruction of or damage to the property of the supplier or **Damage** in the vicinity of such property;
- iii. due to default on the part of the **Insured**;
- iv. due to cessation of work;
- v. due to drought;
- vi. that is otherwise insured under paragraph (A) Damage.

## Part A Exclusions

Part A of this **Policy** does not cover

1. **Damage or Consequential Loss** caused by or consisting of

- a) inherent vice, latent defect, its own faulty or defective design or materials
- b) gradual deterioration, wear and tear,
- c) c. frost,

but this shall not exclude subsequent **Damage or Consequential Loss** which itself results from a cause not otherwise excluded.

2. **Damage or Consequential Loss** caused by or consisting of

- a) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam piping in connection therewith
- b) mechanical or electrical breakdown or derangement of the particular machine or apparatus or equipment in which such breakdown or derangement originates
- c) corrosion, rust, wet or dry rot
- d) change in colour, flavour, texture, finish or temperature
- e) shrinkage, evaporation, loss of weight, dryness,
- f) marring, scratching
- g) vermin or insects
- h) faulty or defective workmanship or operational error or omission, on the part of the **Insured** or any of their **employees**
- i) change in the water table but this shall not exclude

- i. such **Damage or Consequential Loss** not otherwise excluded which itself results from a **Defined Peril**
- ii. subsequent **Damage or Consequential Loss** which itself results from a cause not otherwise excluded

3. **Damage or Consequential Loss** caused by or consisting of theft or attempted theft (other than of **Money** and other property covered by the Money Extension), of

- a) movable property in any garden, yard, open space or open-sided building;
- b) property contained in any building unless involving
  - i. forcible and violent breaking into or out of either the premises and/or building and/or that part of the building where such property is contained or
  - ii. actual or threatened assault or violence
- c) property contained in any unlocked, unattended vehicle unless such vehicle is itself within a building

but this shall not exclude

- i. such **Damage or Consequential Loss** not otherwise excluded which itself results from a **Defined Peril**
- ii. subsequent **Damage or Consequential Loss** which itself results from a cause not otherwise excluded

4. **Damage or Consequential Loss** caused by or consisting of acts of fraud or dishonesty by the **Insured's** employees but this shall not exclude such **Damage or Consequential Loss** not otherwise excluded which itself results from a **Defined Peril**.

5.

- a) in respect of Section 1, **Damage** caused by pollution or contamination but this shall not exclude loss, destruction of or damage to the **Property Insured**, not otherwise excluded, caused by
  - i. pollution or contamination which itself results from a **Defined Peril**
  - ii. **Defined Peril** which itself results from pollution or contamination
- b) in respect of Section 2, loss resulting from pollution or contamination but this shall not exclude loss resulting from loss, destruction of or damage to property used by the **Insured** at the **Premises** for the purposes of the **Business**, not otherwise excluded, caused by
  - i. pollution or contamination at the **Premises** which itself results from a **Defined Peril**



- ii. a **Defined Peril** which itself results from pollution or contamination
6. **Damage or Consequential Loss** caused by or consisting of
- a) subsidence, ground heave or landslip:
    - i. to any **Building** (or contents therein) which stands on made-up ground or on any site where there has been a previous occurrence of subsidence, ground heave or landslip,
    - ii. to land, yards, car parks, roads, pavements, walls, gates or fences unless a building insured hereby is also affected
    - iii. resulting from gradual coastal or river erosion
    - iv. resulting from structural building alterations, demolition or excavation works at the **Premises**
    - v. commencing prior to the granting of this insurance,

but this shall not exclude

- a) such **Damage or Consequential Loss** not otherwise excluded which itself results from a cause not otherwise excluded
  - b) subsequent **Damage or Consequential Loss** which itself results from a cause not otherwise excluded
- b) normal settlement or bedding down of new structures
- 7.
- a) in respect of Section 1 loss, destruction of or damage to a **Building** caused by its own collapse or cracking
  - b) in respect of Section 2 **Consequential Loss** resulting from loss, destruction of or damage to a building or structure used by the **Insured** at the **Premises** caused by its own collapse or cracking

unless resulting from a **Defined Peril** in so far as it is otherwise not excluded

8. **Damage** caused by or consisting of or **Consequential Loss** arising from disappearance, unexplained or inventory shortage, misfiling or misplacing of information.

9. **Damage or Consequential Loss**
- a) caused by fire resulting from its undergoing any process involving the application of heat
  - b) (other than by fire or explosion) resulting from its undergoing any process of production, packing, treatment, testing, commissioning, service or repair

but this shall not exclude subsequent **Damage** or **Consequential Loss** which itself results from a cause not otherwise excluded.

10. **Damage or Consequential Loss** in respect of any **Premises** which are empty or not in use for 30 consecutive days or more.

- a) caused by freezing
- b) caused by the escape of water from any tank, apparatus or pipe
- c) caused (other than by fire or explosion) by malicious persons not acting on behalf of or in connection with any political organisation

11. **Damage or Consequential Loss** (unless specially mentioned as insured in the Schedule or by Extension elsewhere in this **Policy**) in respect of

- a) vehicles licensed for road use (including accessories thereon) caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.
- b) property or structures in the course of construction or erection and materials and supplies in connection with all such property in the course of construction or erection
- c) land, piers, jetties, culverts or excavations
- d) livestock, growing crops or embankments
- e) movable property in the open caused by wind, rain, hail, sleet, snow, flood or dust
- f) property which at the time of the **Damage** is insured by, or would but for the existence of this **Policy** be insured by, any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.
- g) any property more specifically insured by or on behalf of the **Insured**.

12. Damage or Consequential Loss in respect of
- a) glass (other than fixed glass,) china, earthenware, marble or other fragile or brittle objects
  - b) jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art, sculptures or rare books

other than

- i. such **Damage** caused by a **Defined Peril**
- ii. such **Consequential Loss** resulting from loss, destruction of or damage to such property caused by a **Defined Peril**

in so far as it is not otherwise excluded.

13. **Consequential Loss** caused by the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel, telecommunications or internet provision services but this shall not exclude
- a) such **Damage** or **Consequential Loss** not otherwise excluded which itself results from a **Defined Peril**
  - b) subsequent **Damage** or **Consequential Loss** which itself results from a cause not otherwise excluded

14. **Damage** or **Consequential Loss** arising out of or relating to
- a) mould, mildew, fungus, or spores
  - b) other micro-organism whose presence poses an actual or potential threat to human health.

15. Damage or Consequential Loss

- a) to **Data** arising out of
  - i. its own corruption or erasure
  - ii. unauthorised appropriation use access or modification of **Data**
  - iii. unauthorised transmission of **Data** to any third parties
  - iv. misinterpretation use or misuse of **Data**
  - v. operator error
- b) arising directly or indirectly from
  - i. a **Virus**
  - ii. unauthorised access to a **System**

- iii. interruption of or interference with electronic means of communication used in the conduct of the **Business** including but not limited to diminution in the performance of any website or electronic means of communication except as specifically provided for by Extension – Section 2; Extensions; 2, Extended Incident; c) Utilities
- iv. **Failure of a System**
- v. anything described in 15. a) above

But in respect of 15. b) i) to iv) inclusive, this shall not exclude subsequent **Damage** or **Consequential Loss** which itself results from a **Defined Peril** not otherwise excluded provided that such **Damage** or **Consequential Loss** does not arise by reason of any malicious act or omission.

16. **Damage** or **Consequential Loss** caused by any consequence of war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power; nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority.

17.

- a) in respect of Section 1 loss or destruction of or damage to
- b) in respect of Section 2 **Consequential Loss** occasioned by or happening through loss or destruction of or damage to

any property or any loss or expense resulting or arising therefrom or any **Consequential Loss** directly or indirectly caused by or contributed to or arising from

- i. ionising radiations or contamination by radioactivity from any nuclear fuel or from any waste from the combustion of nuclear fuel
- ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

18. **Damage** or any loss or expense resulting or arising therefrom or any **Consequential Loss** directly or indirectly caused by or contributed to by or arising from any **Act of Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This **Policy** also excludes **Damage** loss or expense or **Consequential Loss** directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any **Act of Terrorism**.

In any action suit or other proceedings where the **Insurer** alleges that any **Damage**, loss or expense or **Consequential Loss** is not covered by reason of this Exclusion the burden of proving that such **Damage**, loss or expense or **Consequential Loss** is covered shall be upon the Insured

19. **Damage** or **Consequential Loss** in Northern Ireland caused by riot or civil commotion (except for **Damage** caused by fire or explosion) strikers, locked out workers or persons taking part in labour disturbances or malicious persons.

## Part A Conditions

The following Conditions apply to Part A of this **Policy** only

### 1. Automatic Reinstatement

The sums insured and/or Limits of Liability stated in the Schedule in respect of any **Property Insured** or Business Interruption will be automatically reinstated as and from the date of **Damage** to the expiry of the **Period of Insurance** provided that the **Insured** shall pay the appropriate pro rata premium other than where an aggregate Limit of Liability is shown in the Schedule in which case the aggregate amount shall not be automatically reinstated within the terms of this Condition.

### 2. Inspections

The **Insurer** shall be permitted but not obligated to inspect the **Insured's** property and operations at any time. Neither the **Insurer's** right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the **Insured** or others, to determine or warrant that such property or operations are safe. The **Insurer** may examine and audit the **Insured's** books and records at any time during the **Period of Insurance** and extensions thereof and within three years after the final termination of this **Policy**, as far as they relate to the subject matter of this insurance.

### 3. Non-Invalidation

The insurance by Part A of this **Policy** shall not be invalidated by any act or omission or by any alteration whereby the risk of loss or claim under this **Policy** is increased without the authority or knowledge or beyond the control of the **Insured**. Provided that the **Insured** will notify the **Insurer** as soon as practicable on becoming aware of such act, omission or alteration and agrees to pay an additional premium and/or accept an amended Excess to reflect what the **Insurer** could have reasonably demanded had the increased risk been declared to the **Insurer** prior to inception of the **Policy**.

### 4. Severability of Interest

If the **Insured** comprises more than one party and/or entity, this **Policy** shall protect each insured party and/ or entity as though a separate contract of insurance had been agreed with each for its respective rights and interests. However, this will not

- a) operate to increase the Limit of Liability of the **Insurer** above the amount payable if the **Insured** comprised of only one party and/or entity and in any event will not exceed any Limit of Liability stated in this **Policy**;
- b) apply to rights of cancellation as provided for by the Cancellation Condition of this **Policy**.

The **Insurer** shall not avoid, terminate or otherwise invalidate this **Policy** or fail to pay part or all of any claim on the grounds of breach by an insured party and/or entity of any term or obligation or on any other grounds except in relation to that insured party and/or entity only.

# Part B Employers' Liability and Public & Products Liability

## Definitions

When used in bold print in Part B of this **Policy**.

### 1. Clean up

means the costs of **Remediation**

### 2. Enforcing Authority

means any government or statutory authority or body implementing or enforcing environmental protection legislation within Great Britain Northern Ireland the Channel Islands and the Isle of Man

### 3. Occurrence

means an accidental event or series of events resulting from one source or originating cause (including continuous or repeated injurious exposure to substantially the same general conditions) where such accidental event or series of events is neither expected nor intended from the standpoint of the **Insured** unless committed for the purpose of preventing or eliminating danger to persons or property

### 4. Pollution or Contamination

means

- a) pollution or contamination of buildings or other structures or of water or land or the atmosphere and
- b) all loss damage to property and **Personal Injury** directly or indirectly caused by such pollution or contamination.

### 5. Remediation

means remedying the effects of **Pollution or Contamination** as lawfully required by any **Enforcing Authority** to a standard reasonably achievable by the methods available at the time such Remediation commences and shall include the testing for or monitoring of Pollution or Contamination

### 6. Terrorism

means an act or acts including but not limited to

- a) the use or threat of force and/or violence and/or
- b) harm or damage to life or property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or groups of person(s) or so claimed in whole or in part for political religious ideological or similar purposes.

## Extensions

Unless otherwise stated in the Schedule the following Extensions apply. Extensions may be subject to Sub-limits, which, if applicable, are stated in the Schedule.

### 1. Compensation for Court Attendance

In the event of any of the under mentioned persons attending court as a witness at the request of the **Insurer** in connection with a claim in respect of which the **Insured** is entitled to indemnity under this **Policy** the **Insurer** will provide compensation to the **Insured** at the following rates per day for each day on which attendance is required

- a) any **Councillor** or **Clerk** GBP 500
- b) any other **Employee** GBP 250

### 2. Contractual Liability

The **Insurer** will indemnify the **Insured** in respect of legal liability for **Bodily Injury** imposed on the **Insured** solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in the **Insurer**.

The **Insurer** will not provide indemnity in respect of any agreement for or including the performance of work outside Great Britain Northern Ireland the Channel Islands of the Isle of Man

### 3. Corporate Manslaughter and Corporate Homicide Act 2007 - Legal Costs

The **Insurer** will indemnify the **Insured** in respect of legal fees and expenses incurred with the **Insurer's** written consent and any prosecution costs awarded in respect of

- a) the defence of any criminal proceedings brought against the **Insured** for an offence occurring within Great Britain Northern Ireland the Channel Islands the Isle of Man or offshore installations within the Continental Shelf around such territories and during the **Period of Insurance** under the Corporate Manslaughter and Corporate Homicide Act 2007 or similar or amending legislation arising out of and in the course of the **Business**
- b) an appeal against a conviction arising from such proceedings

The **Insurer** will not provide indemnity

- a) in respect of proceedings which result from any deliberate act or omission by the **Insured**

- b) in respect of any fines and penalties or the cost of complying with remedial or publicity orders or any steps required to be taken by such orders as defined in the Corporate Manslaughter and Corporate Homicide Act 2007 arising in respect of such proceedings or appeals
- c) In circumstances where the **Insured** has indemnity for such liability under any other policy

But this Extension of indemnity shall not apply

- a) in respect of Section 3, Employers' Liability to any criminal proceedings to the extent that these do not relate solely to the death of an **Employee**
- b) in respect of Section 4, Public and Products Liability to any criminal proceedings to the extent that these relate solely to the death of an **Employee**

### 4. Data Protection Act

The indemnity provided by this Extension is on a "claims made" basis.

Under this Extension the **Insurer** will indemnify the **Insured** in respect of their liability to pay

- a) compensation in respect of damage or distress arising under Section 13 of the Data Protection Act 1998 and any subsequent similar legislation (or other local equivalent) and defence costs and expenses incurred with the consent of the **Insurer**
- b) defence costs incurred with the consent of the **Insurer** in relation to a prosecution brought under the Data Protection Act 1998 and any subsequent similar legislation (or other local equivalent)

Provided that

- a) Item a) of this Extension shall not apply
  - i. in respect of Section 3 Employers' Liability to such damage or distress that is not suffered by an **Employee**
  - ii. in respect of Section 4 Public and Products Liability to such damage or distress that is suffered by an **Employee**
  - iii. to the extent that an indemnity is provided elsewhere in this **Policy**

- b) Item b) of this Extension shall not apply
  - i. in respect of Section 3 Employers' Liability where the infringement leading to the prosecution does not relate to the personal data of an **Employee**
  - ii. in respect of Section 4 Public and Products Liability where the infringement leading to the prosecution relates to the personal data of an **Employee**
- c) this Extension is subject to the **Insured** having registered in accordance with the terms of the Data Protection Act 1998 and any subsequent similar legislation (or other local equivalent)
- d) any claim for compensation is first made or prosecution first brought against the **Insured** during the **Period of Insurance**
- e) this Extension will not apply in respect of
  - i. the payment of fines or penalties
  - ii. the cost of replacing reinstating rectifying or erasing any data
  - iii. claims which arise out of circumstances notified to previous insurers or known to the **Insured** at inception of this **Policy**

## 5. Health and Safety at Work etc. Act 1974 – Legal Defence Costs

The **Insurer** will indemnify the **Insured** and if the **Insured** so requests any **Employee** in respect of:

- a) legal costs and other expenses incurred with the **Insurer's** written consent and prosecution costs awarded against the **Insured** or any **Employee** in connection with:
  - i. the defence of any criminal proceedings (with the exception of proceedings within the scope of General Extension 4 of this **Policy**) in respect of a breach or alleged breach of the Health and Safety at Work etc. Act 1974 or amending legislation including but not limited to proceedings for manslaughter brought against the **Insured** or **Employee**
  - ii. an appeal against conviction arising from criminal proceedings or an appeal against any prosecution Improvement Notice or Prohibition Notice in respect of a breach of the Health and Safety at Work etc. Act 1974 or amending legislation

- b) costs of representation at any Coroner's Inquest or fatal accident inquiry

provided that

- a. the proceedings inquest or fatal accident inquiry relate to an offence alleged to have been committed during the **Period of Insurance** within the **Territorial Limits** and in the course of the **Insured's Business** and
  - i. in respect of Section 1 (Employers' Liability) the health safety and welfare of any **Employee** and
  - ii. in respect of Section 2 (Public and Products Liability) the health safety and welfare of any person other than an **Employee**
- b. the indemnity will not apply
  - i. to fines or penalties of any kind
  - ii. where indemnity is provided by any other insurance.

# Part B Employers' Liability and Public & Products Liability

## SECTION 3 EMPLOYERS LIABILITY

### Insuring Agreement

The **Insurer** will provide indemnity to the **Insured**

1. against legal liability for damages and claimant's costs and expenses in respect of **Bodily Injury** to any **Employee** caused during the **Period of Insurance** in the **Territorial Limits** arising out of and in the course of employment by the **Insured** in the **Business**
2. in respect of
  - a) costs of legal representation at
    - i. any coroner's inquest or inquiry in respect of any death
    - ii. proceedings in any court arising out of any alleged breach of statutory duty resulting in **Bodily Injury**

which may be the subject of indemnity under this Section

- b) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under 1 above

incurred with the **Insurer's** written consent.

### Limit of Indemnity

The amount stated in the Schedule for this Section is the maximum amount payable by the **Insurer** including interest and all legal costs and expenses in respect of any claim or series of claims arising out of any one occurrence or series of occurrences consequent upon or attributable to any one source or original cause.

### Compulsory Insurance Legislation

This **Policy** satisfies the requirements of the Employers' Liability (Compulsory Insurance) Act 1969 and the Employers Liability (Compulsory Insurance) Regulations 1998 or any subsequent amendment or re-enactment or similar legislation in Northern Ireland the Isle of Man and the Channel Islands

The **Insurer** shall have the right to recover from the **Insured** any sums paid which they would not have been liable to pay but for such legislation.

### Extensions

Unless otherwise stated in the Schedule the following Extensions apply. Extensions may be subject to Sub-limits, which, if applicable, are stated in the Schedule.

#### 1. Medical Treatment

Notwithstanding paragraph c) v) of General Definition **Persons Entitled to Indemnity** the **Insurer** will indemnify the **Insured** and any **Medical Persons** employed by the **Insured** in respect of liability for damages and costs and expenses to any **Employee** resulting from treatment given in connection with any **Bodily Injury** sustained by such person during the **Period of Insurance**

#### 2. Unsatisfied Court Judgments

In the event of a judgment for damages being obtained

- a) by any **Employee** or the personal representatives of any **Employee** in respect of **Bodily Injury** to or death disease or illness of the **Employee** caused during any **Period of Insurance** and arising out of and in the course of employment by the **Insured** in the **Business**
- b) against any company or individual operating from premises within Great Britain Northern Ireland the Channel Islands or the Isle of Man in any court situate in Great Britain Northern Ireland the Channel Islands or the Isle of Man

and remaining unsatisfied in whole or in part six months after the date of such judgment the **Insurer** will pay to the **Employee** or the personal representatives of the **Employee** at the request of the **Insured** the amount of any damages and any awarded costs to the extent that they remain unsatisfied

provided that

- a) there is no appeal outstanding
- b) if any payment is made under the terms of this Extension the **Employee** or the personal representatives of the **Employee** shall assign the benefit of any damages payable and any costs awarded under the judgment to the **Insurer**



## Exclusions

The indemnity provided by Part B, Section 3, of the Policy will not apply

1. in respect of **Bodily Injury** for which the **Insured** is required to arrange motor insurance or security in accordance with any road traffic legislation within the European Union
2. to **Bodily Injury** to any **Employee** whilst engaged in **Offshore** work unless specifically agreed by the **Insurer** and a Limit of Indemnity stated in respect of **Offshore** work in the Schedule
3. in respect of any legal liability
  - a) of whatsoever nature directly or indirectly caused by or contributed to by or arising from
    - i. ionising radiations from or contamination by radioactivity from nuclear fuel or from nuclear waste from the combustion of nuclear fuel
    - ii. the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof where such legal liability is
    - iii. that of any principal
    - iv. accepted under agreement and would not have attached in the absence of such agreement
4. in respect of
  - a) liquidated damages
  - b) penalty clauses
  - c) fines
  - d) aggravated restitutionary punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
5. in respect of any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless on any contributory cause or event
  - a) **Terrorism**
  - b) any action taken in controlling preventing suppressing or in any way relating to a) aboveexcept for the amount stated in the Schedule.

# Part B Employers' Liability and Public & Products Liability

## SECTION 4 PUBLIC AND PRODUCTS LIABILITY

### Insuring Agreement

Subject to all terms and Conditions of this **Policy** the **Insurer** agrees to indemnify the **Insured** and all other **Persons Entitled to Indemnity**:

1. against legal liability for damages or compensation (including interest) consequent upon **Personal Injury or Property Damage** happening during the **Period of Insurance** in the **Territorial Limits** and arising from or in consequence of an **Occurrence** in connection with the **Business**

2. in respect of

- a) costs of legal representation at

- i. any coroner's inquest or inquiry in respect of any death
- ii. proceedings in any court arising out of any alleged breach of statutory duty resulting in **Personal Injury or Property Damage**

which may be the subject of indemnity under this Section

- b) all legal costs recoverable at law by any claimant in relation to any matter which is the subject of a claim for indemnity under 1. above
- c) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under 1 above

incurred with the **Insurer's** written consent.

At the request of the **Insured** the **Insurer** shall provide such indemnity by making payment on behalf of the **Insured**

### Limits of Indemnity

1. Notwithstanding the number of **Insured's** under this Section the liability of the **Insurer** for all sums payable as damages or compensation shall not exceed the sums stated in the Schedule as the Limits of Indemnity

2. All costs of legal representation and other costs and expenses shall be payable in addition to the Limits of Indemnity but in respect of **Occurrences** in the **United States of America** and Canada or any claim which is brought in a Court of Law in the **United States of America** and Canada the Limits of Indemnity specified in the Schedule shall be inclusive of all such costs and expenses.

### Extensions

Unless otherwise stated in the Schedule the following Extensions apply. Extensions may be subject to Sub-limits, which, if applicable, are stated in the Schedule.

#### 1. Advertising Liability

This Section shall indemnify the **Insured** for all sums which the **Insured** shall become legally liable to pay as damages or compensation in respect of

- a) any infringement of copyright or of title or of slogan
- b) piracy or unfair competition or idea misappropriation
- c) any infringement of right of privacy

committed or alleged to have been committed during the **Period of Insurance** in any advertisement publicity article broadcast or telecast and arising out of the **Business**

The **Insurer** will not indemnify the **Insured** in respect of claims made for

- a) failure to perform a contract except claims for unauthorised appropriation of ideas based upon alleged breach of an implied contract
- b) infringement of registered trade mark service mark or trade name by use thereof as the registered trade mark service mark or trade name of goods or services sold offered for sale or advertised except titles or slogans
- c) incorrect description of any article or commodity
- d) mistake in advertised price

## 2. Consumer Protection Act

This Section shall indemnify the **Insured** for

- a) all legal costs incurred with the **Insurer's** written consent for the defence of any criminal proceedings brought or in appeal against conviction arising from such proceedings in respect of breach of Part II of the Consumer Protection Act 1987 (or other local equivalent) where the matters constituting the breach occurred within the **Period of Insurance** and within Great Britain Northern Ireland the Channel Islands the Isle of Man or offshore installations within the Continental Shelf around such territories and
- b) costs of the prosecution awarded against the **Insured**

## 3. Contingent Motor Liability

Notwithstanding Exclusion 1d), Section 4, Part B of this **Policy** shall provide indemnity for liability arising from **Personal Injury or Property Damage** arising out of the use by any **Employee** of the **Insured** of any vehicle not the property of or leased or rented to the **Insured** and being used in connection with the **Business**.

Provided that no indemnity shall apply

- a) to loss of or damage to such vehicle
- b) if indemnity is available under any other policy of insurance except for any amount in excess of the limit provided by such other policy of insurance
- c) to liability arising out of the use of any vehicle outside Great Britain Northern Ireland the Isle of Man or the Channel Islands and the European Union (but excluding Luxembourg)
- d) to legal liability for which the **Insured** is obliged to effect insurance by virtue of compulsory insurance as is required under the Road Traffic Act 1988 or any amending legislation or any similar legislation in other territories
- e) while such vehicle is being driven by any person who to the knowledge of the **Insured** does not hold a licence to drive or is disqualified from holding or obtaining such licence

## 4. Defective Premises Act

This Section is extended to indemnify the **Insured** in respect of **Personal Injury or Property Damage** incurred by virtue of liability imposed under the provisions of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 or equivalent legislation outside the United Kingdom provided always that the **Insurer** shall not be liable

- a) for the cost of remedying any defect or alleged defect in premises disposed of by the **Insured** which results or may result in **Personal Injury or Property Damage**
- b) to the extent that indemnity is provided from any other source except for any amount in excess of the limit of indemnity available from such other source

## 5. Food Safety Act

This Section shall indemnify the **Insured** for the defence of any criminal proceedings brought or in appeal against conviction arising from such proceedings in respect of breach of the Food Safety Act 1990 (or other local equivalent) and costs of the prosecution awarded against the **Insured**

## 6. Indemnity to Hirer

At the request of the **Insured** the **Insurer** shall indemnify within the terms and Conditions of this Section 2, any hirer of the **Premises**

Provided that

- a) such hirer shall take all reasonable precautions to prevent loss damage or injury that may give rise to a claim under this Extension
- b) such hirer shall comply with all relevant safety guidelines relating to their hiring activities
- c) the **Insurer** shall not provide an indemnity
  - i. where the hirer is indemnified under any other insurance or in any other way
  - ii. in respect of any liability assumed under any contract or agreement unless such liability would have attached in the absence of such contract or agreement

## 7. Member to Member Liability

In respect of the **Insured's** canteen sports social and welfare activities and the activities of any sports or social club associated with the **Insured** it is agreed that if any claim arising out of such activities is made upon any member of the **Insured** by any other such member or other person and the claim is such that if made upon the **Insured** the **Insured** would be entitled to indemnity under this Section the **Insurer** will subject to the terms and Conditions and Exclusions of this **Policy** indemnify the said member in respect of such claim.

For the purposes of this indemnity guests and voluntary helpers shall be deemed to be members.

Provided that

- a) such member is not entitled to indemnity under any other policy or policies
- b) such member shall as though he were the **Insured** observe fulfil and be subject to the terms Exclusions and Conditions of this **Policy**

## 8. Overseas Personal Liability

At the request of the **Insured** the **Insurer** will indemnify any **Employee** of the **Insured** or any member of their family or persons normally resident with them against all sums in respect of **Personal Injury** or **Property Damage** which any of them may become legally liable to pay consequent upon an **Occurrence** happening whilst temporarily outside their normal country of residence in connection with the **Insured's** **Business** and/or any related holiday period except

- a) where such liability arises out of the ownership or occupation of any building or land
- b) where indemnity would be provided by any other policy of insurance except for any amount in excess of the limit applying to such other policy

## 9. Pollution Clean-up Costs

The **Insurer** will indemnify the **Insured** against

- a) the cost of carrying out **Remediation** and/or
- b) for paying Clean-up Costs

pursuant to a lawful notice or demand served upon the **Insured** under any environmental protection legislation in Great Britain Northern Ireland the Isle of Man or the Channel Islands by any **Enforcing Authority** provided that such cost or costs arise from **Pollution or Contamination** caused by a sudden, identifiable unintended and unexpected incident which takes place in its entirety at a specific

time and place during the **Period of Insurance**.

All **Pollution or Contamination** which arises out of one incident will be deemed to have happened at the time such incident takes place

This Extension will not apply

- a) in respect of any work (whether preventive or otherwise) in respect of property
  - i. which the **Insured** own or is loaned, leased, hired or rented to the **Insured**
  - ii. which is held in trust or in the custody or control of the **Insured** or any other party who is carrying out work on behalf of the **Insured**
- b) in respect of any work involving the reinstatement or reintroduction of flora or fauna
- c) in respect of any fines or penalties
- d) in respect of any Complementary or Compensatory Remediation as defined by the Environmental Damage (Prevention and Remediation) Regulations 2009 and any successor and/or amending legislation
- e) in respect of costs of preventing any imminent threat of environmental damage where such costs are incurred in the absence of **Pollution or Contamination** caused by a sudden identifiable unintended and unexpected incident
- f) in respect of costs of achieving any improvement or alteration in the condition of the land atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time **Remediation** commences
- g) where indemnity is provided by another insurance policy

## 10. Unauthorised Movement of Vehicles

Notwithstanding Exclusion 1d), Section 4, Part B, this **Policy** shall provide indemnity to the **Insured** in respect of **Occurrences** whilst any vehicle not the property of or leased or rented to the **Insured** is being driven by any **Employee** of the **Insured** for the purpose of parking, loading or unloading or with the intention of allowing free passage of any vehicle owned by or on loan or hire to the **Insured** or to allow access to or egress from the **Premises**  
Provided that:

- a) this Extension shall not indemnify the **Insured** whilst such motor vehicle is being used in circumstances in which insurance or security is required by law
- b) this Extension shall not apply if indemnity is available under any other policy of insurance except for any amount in excess of the limit provided by such other policy of insurance
- b) premises (including their contents) not owned by or leased or rented to the **Insured** at which the **Insured** is undertaking work in connection with the **Business**
- c) premises leased or rented to the **Insured** (including landlord's fixtures and fittings) except where legal liability has been assumed under a tenancy or other agreement and would not have attached in the absence of such agreement

## Exclusions

The **Insurer** shall not be liable for

1. **Personal Injury** or **Property Damage** arising out of the ownership possession or use by the **Insured** of any

- a) aircraft or other aerial device made or intended to travel through air or space
- b) any water-borne vessel or craft other than
  - i. those used for business entertainment within inland or territorial waters
  - ii. hand propelled watercraft whilst within inland or territorial waters
  - iii. sailing watercraft whilst within inland or territorial waters and not exceeding 30 feet in length
- c) hovercraft or hydrofoil
- d) vehicle except where such vehicle is being used in circumstances where motor insurance or security is not required by law and indemnity is not provided under any other policy of insurance.

2. Legal liability consequent upon advice design and or specification provided for a fee by the **Insured** except where related to the supply or intended supply of the **Insured's Products** but this Exclusion does not apply to the rendering of or failure to render professional medical advice treatment or service by **Medical Persons** employed by or under contract to the **Insured** where medical treatment is required following an accident illness or the like

3. **Property Damage** to property belonging to the **Insured** or in the care custody or control of the **Insured** other than

- a) **Employees'** and/or visitors' property (including vehicles and contents)

4.

- a) **Pollution or Contamination** other than caused by a sudden identifiable unintended and unexpected incident which takes in its entirety in the **Period of Insurance**
- b) any loss cost or expense incurred for the prevention of **Pollution or Contamination** or arising out of any direction by any governmental authority that the **Insured** test for monitor clean up remove contain treat detoxify or neutralise any such **Pollution or Contamination**

Provided that all **Pollution** which arises out of one incident shall be considered by the Insurer to have occurred at the time such incident takes place

Exclusion 4 a) shall not apply to liability arising from the outbreak of Legionellosis.

5. the value of **Data** suffering **Property Damage** save that the **Insurer** will pay the cost of recovering restoring or recreating **Data** to return it so far as reasonably possible to its condition prior to suffering **Property Damage**

6. the publication or utterance of a libel or slander

- a) made prior to the inception date of this insurance
- b) made by or at the direction of the **Insured** with knowledge of the falsity thereof

7. any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power.

8. **Bodily Injury** sustained by any person arising out of and in the course of the employment of that person by the **Insured**.

9. expense incurred by the **Insured** for the withdrawal inspection repair alteration replacement or loss of use of the **Insured's Products** or of any property of which such **Products** form a part if such **Products** are withdrawn from the market or from use because of any known or suspected defect or deficiency therein or unsuitability thereof .
10. Death disablement loss or destruction of or damage to any property any loss or expense whatsoever any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - a) ionising radiations from or contamination by radioactivity from nuclear fuel or from nuclear waste from the combustion of nuclear fuel
  - b) the radioactive toxic explosive or other hazardous or contamination properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
11. any liability arising out of **Aircraft Products**
12.
  - a) exposure to
  - b) inhalation of
  - c) fears of the consequences of exposure to or inhalation of
  - d) the costs incurred by anyone in repairing removing replacing recalling rectifying reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of **Asbestos** including any product containing **Asbestos**
13. any liability assumed under any contract or agreement in respect of **Personal Injury** or **Property Damage** arising from or caused by the **Insured's Products** unless such liability would have attached in the absence of such contract or agreement
14. any
  - a) fines;
  - b) penalties;
  - c) liquidated damages
  - d) aggravated restitutionary punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.

## Part C

### SECTION 5 FIDELITY GUARANTEE

#### Insuring Agreement

The **Insurer** will indemnify the **Insured** in respect of loss first **Discovered** during the **Period of Insurance** or applicable **Discovery Period** arising out of any theft, fraud or dishonesty of any **Employee** committed with the clear intention of making and which results in **Improper Gain**, whether committed by the **Employee** alone or in collusion with other persons subject always to the limits, terms, Conditions and Exclusions of this Section and the **Policy**.

Provided that:

- a) the liability of the **Insurer** under this Section shall not exceed the Limit of Liability stated in the Schedule during any one **Period of Insurance** and any applicable **Discovery Period** which shall be the **Insurer's** maximum liability;
- b) the continuation of this Section beyond the original **Period of Insurance** shall not in itself increase the Limit of Liability ;
- c) this Section only applies to acts of **Employees** within the **Territorial Limits**.
- d) the **Insurer** shall not indemnify the **Insured** for the amount of the excess specified in the Schedule

#### Exclusions

This Section does not cover:

- a) any loss brought about by an **Employee** who, to the knowledge of any **Councillor** or **Clerk**, or equivalent, of the **Insured**, has committed any theft, fraud or dishonesty, provided that this Exclusion shall not be deemed to relieve the **Insurer** of liability for loss occurring prior to the **Discovery** or to convictions regarded as spent under the Rehabilitation of Offenders Act 1984;
- b) any loss of interest or consequential loss of any kind;
- c) any loss caused by any act committed prior to the Retroactive Date;
- d) any unexplained shortages.
- e) any loss caused by any temporary agency staff if such loss is also covered for the benefit of the **Insured** by any insurance or guarantee held by the staff or employment agency furnishing the person concerned.

#### Extensions

Unless otherwise stated in the Schedule the following Extensions shall apply, subject always to the limits, terms, conditions and exclusions of this Section and the **Policy**.

##### 1. Auditor's Fees

The **Insurer** will also indemnify the **Insured** in respect of auditor's and other professional fees incurred solely for the purpose of submitting and quantifying a loss as herein defined.

##### 2. Re-writing of Records

The **Insurer** will also indemnify the **Insured** in respect of the reasonable cost of re-writing or amending the software programs or systems where such re-writing or amending is necessary to correct the programs or amend the security codes following the fraudulent use of computer hardware or software programs or computer systems the subject of a claim for which liability is admitted under this Section.

##### 3. Unidentified Employees

This Section will also indemnify the **Insured** in the event that a loss is alleged to have been caused by the theft, fraud or dishonesty of one or more **Employee(s)** and the **Insured** is unable to specify the person or persons concerned, but can submit evidence that reasonably proves that the loss is otherwise a valid claim. However this shall not apply in respect of any loss arising out of an inventory shortage.

##### 4. Discovery Period

Should the **Insurer** decline to offer any terms for renewal of this Section of the **Policy** or the **Insured** decide not to renew or extend this Section of the **Policy**, the **Insured** will automatically have a **Discovery Period** during which time it may continue to notify the **Insurer** of any **Discovery** or loss but only in respect of losses caused by an act committed prior to the expiry of the **Period of Insurance** or earlier termination.

The **Discovery Period** provided under this Extension shall terminate immediately upon the commencement date of any similar insurance policy obtained by the **Insured** that covers (or but for the existence of the **Policy** would cover) the loss in whole or in part.

## Conditions

### 1. Recoveries

If any amounts are recovered, from the **Employee** or otherwise, they will be distributed in the following priority order:

- i. to cover the costs of recovery
- ii. to the **Insured** to cover the amount of the **Insured's** loss in excess of the Limit of Liability
- iii. to the **Insurer** for the amount paid under the claim
- iv. to the **Insured** for any excess applying to this Section

### 2. Previous Cover with the Insurer

If this Section replaces any previous section, policy or cover issued by the **Insurer**, the indemnity given by this Section will be in continuation of and not in addition to the indemnity given by the previous section, policy or cover

### 3. Limit of Liability

All loss or losses caused by any **Employee** or any other person or in which the **Employee** or other person is acting in collusion either resulting from a single act or any number of acts, shall be deemed one loss such that only one Limit of Liability and one excess shall apply

### 4. System of Check and Supervision

All **Employees** are to be instructed as to their duties or responsibilities in respect of the System of Check and Supervision as set out below.

## System Of Check And Supervision

### 1. References

The **Insured** will obtain satisfactory written references direct from the previous employer covering the whole of the preceding 2 years of employment in confirmation of the honesty of all **Employees** with responsibility for **Money**, Stock in Trade and/or accounts who are engaged after the inception of this Section. Any gaps in the preceding 2 years of employment must be accounted for. References need not be obtained in respect of **Employees** who have satisfactorily and continuously served the **Insured** for at least 2 years in another capacity before being entrusted with the duties referred to above. In respect of **Employees** joining directly from school or Government sponsored youth training schemes at least one character reference shall be obtained. These references are to be submitted to the **Insurers** in the event of any claim arising.

However this condition does not apply to temporary agency staff.

### 2. Cheque Signing

All instruments for the operation of bank accounts issued must be signed by 2 authorised signatories after the amount has been inserted where the amount of such instrument exceeds £10,000. Supporting vouchers will be examined against the instrument in all cases by the signatories of the amount of the instrument.

### 3. Fund Transfers

Duties will be segregated in respect of electronic, fax, or telephone funds transfers, so that no one individual can complete a payment from beginning to end without referral to others. In respect of fax or telephone transfers, the bank or financial institution will be instructed to telephone an **Employee** other than the person who sent, issued, gave or transmitted, or purported to send, issue, give or transmit the instructions to check that they are valid prior to transferring the funds.

### 5. Stock in Trade

Stock in Trade and relative takings shall be checked at least annually independently of the person responsible for such Stock in Trade and takings.



## 6. General Accounting Checks

- a) There will be a split in duties so that no one **Employee** both compiles the payroll and makes wage payments.
- b) The cast of the payroll will be subject to an independent check to ensure that the total amount drawn is correct.
- c) All payments over £200 of whatever form received by **Employees** will be remitted and/or banked in full within 3 working days of receipt .
- d) Statements of account for all sums due will be issued direct to customers independently of **Employees** receiving or collecting payment at least at monthly intervals with management action being taken after the account is 3 months overdue.
- e) Cash book entries will be subject to a monthly check independently of the **Employees** responsible against bank paying-in book counterfoils and vouchers and the balance tested with cash and unrepresented cheques.

## 7. General

- a) The **Insured** are subject to an audit by an external independent auditor at least every 12 months
- b) This System of Check and Supervision applies to all addresses from which the **Insured** operates.

## Part C

### SECTION 6 NO CLAIMS BONUS PROTECTION AND APPLICATION OF EXCESS PROTECTION

#### Insuring Agreement

The **Insurer** will indemnify the **Insured** against:

- a) loss of or reduction in no claim bonus or
- b) payment of excess contribution in the absence of no claim bonus
- c) payment of excess contribution in addition to loss of or reduction in no claim bonus

under current Motor Vehicle Insurance policies following accidents to private motor vehicles used by **Employees** in connection with the **Business**.

#### Limit of Indemnity

The Insurer will pay for

- a) between the bonus earned and the bonus which would have been earned had the accident not occurred based on the scale of bonus and gross annual premium in force at the time of the accident not exceeding the amount payable for loss or damage under the said Motor Vehicle Insurance policies nor a total sum of £500 or
- b) the amount of the excess contribution not exceeding the sum of £250 provided a payment has been made or would have been made in the absence of such excess under the Motor Vehicle insurance policy in respect of the particular accident involved or

the sum of the amounts payable under a) and b) above respectively

## Part C

### SECTION 7 LIBEL AND SLANDER

#### Insuring Agreement

The **Insurer** will indemnify the **Insured**

1. against legal liability for damages and claimant's costs and expenses in respect of any claim which is made against the **Insured, Councillor or Clerk** during the **Period of Insurance** for
  - a) libel, slander of title, slander of goods, passing off, infringement of trademark or registered design or patent right, infringement of copyright arising from the matter contained in the **Publication**
  - b) slander committed by the **Insured, Councillor or Clerk** in the course of the **Insured's Business**
2. all other costs and expenses incurred on the instructions of the **Insurer** in connection with the defence of any claim under this section

#### Conditions

1. Upon the **Insured** becoming aware of any **Publication** or material published or statement likely to give rise to liability under this Section and again upon receipt by the **Insured** of notice of any claim whether well or ill founded the **Insured** shall immediately and in any case within 7 days give notice of the same to the **Insurer** and supply a copy of such publication or material published together with any communication received from the claimant
2. The **Insured** shall not disclose the fact that they are insured

#### Exclusions

The **Insurer** shall not be liable for

1. the Co-insurance
2. any claim arising from proceedings brought against the **Insured** in a court of law outside Great Britain, Northern Ireland the Channel Islands or the Isle of Man or any other member country of the European Union
3. any claim made against the **Insured** for passing off, infringement of trademark or registered design or patent right or copyright arising in connection with computer software
4. any claim in respect of criminal libel or alleged criminal libel

## Part C

### SECTION 8 OFFICIALS' INDEMNITY

#### Insuring Agreement

The **Insurer** will indemnify the **Insured**

1. against legal liability to pay compensation and claimants costs and expenses resulting from a claim made against the **Insured** for any negligent act or accidental error or omission committed or alleged to have been committed by any **Councillor, Clerk or Employee** in pursuit of their duties on behalf of the **Insured**.
2. in respect of all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under 1 above incurred with the **Insurer's** written consent.

#### Extensions

Subject to the terms conditions and Exclusions of this Section the **Insurer** will indemnify any **Councillor, Clerk or Employee** in respect of any claim for which if such claim was made against the **Insured** indemnity would be provided hereunder, but only if

- a) such persons are not entitled to indemnity under any other insurance or from any other source and agree to observe and be bound by all terms and conditions of the cover in so far as they can apply
- b) the negligent act error or omission giving rise to the claim shall have been committed by such person whilst acting within the scope of their authority

provided the **Insurer** shall have the sole conduct and control of all claims

#### Exclusions

The **Insurer** shall not be liable for

- a) **Bodily Injury** or physical loss of or damage to property
- b) loss or damage directly or indirectly caused by or arising from
  - i. fraud, dishonesty or criminal offence on the part of any **Councillor, Clerk or Employee**
  - ii. any neglect, error or omission committed by any of the said persons otherwise than in the course of the discharge of their duties
  - iii. the **Insured's** failure to fulfil their obligations under any contract entered into by them with the third party so claiming
  - iv. libel or slander
- c) liability in respect of surcharge made by the District Auditor or other competent body
- d) liability in respect of
  - i. fines, penalties or liquidated damages
  - ii. punitive, exemplary or aggravated damages resulting from the multiplication of compensatory damages

## Part C

### SECTION 9 PERSONAL ACCIDENT

#### Definitions

When used in bold print in this Section

##### Accidental Bodily Injury

means bodily injury resulting solely and directly from accidental external violent and visible means or from exposure to the elements which shall directly and independently of any other cause result within 24 calendar months in disablement or death

##### Insured Person(s)

means as specified on the Schedule.

##### Loss of Hearing

means total and permanent loss of hearing in one or both ears which has lasted three consecutive months and is at the end of that period in the opinion of an independently qualified medical referee beyond hope of improvement

##### Loss of Limb(s)

means loss by physical severance at or above the wrist or ankle, or total and irrecoverable loss of use of a limb or limbs

##### Loss of Sight

means loss of sight in both eyes if the **Insured Person's** name has been added to the Register of Blind persons on the authority of a fully qualified ophthalmic specialist, or in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale which has lasted three consecutive months and is, in the opinion of an independent optician, at the end of that period beyond hope of improvement.

##### Loss of Speech

means total and permanent loss of speech which has lasted three consecutive months and is at the end of that period in the opinion of an independently qualified medical referee beyond hope of improvement.

##### Medical Expenses

means reasonable expenses incurred by the **Insured Person** in medical or surgical treatment of **Accidental Bodily Injury** which the **Insured Person** or **Insured** cannot recover under any other insurance.

##### Operative Time of Cover

means as specified on the Schedule

##### Permanent Total Disablement

means any permanent disablement other than **Loss of Sight, Loss of Limb(s), Loss of Hearing or Loss of Speech** which having lasted without interruption for at least twelve months is without any reasonable prospect of improving and in the opinion of an independent qualified medical referee acceptable to the **Insurer** will in all probability permanently, completely and continuously prevent the **Insured Person** from attending to his or her usual occupation.

##### Temporary Partial Disablement

means inability to attend to a substantial part of the **Insured Person's** usual occupation for a period not exceeding 104 weeks in all from the commencement of such disablement.

##### Temporary Total Disablement

means complete disablement from engaging in or giving attention to the **Insured Person's** usual occupation for a period not exceeding 104 weeks in all from the commencement of such disablement.

##### Terrorism

means an act including but not limited to the use of force or violence and/or the threat thereof by any person or groups of persons whether acting alone or on behalf of or in connection with any organisations or governments, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

## Insuring Agreement

If an **Insured Person** suffers **Accidental Bodily Injury** during the **Period of Insurance** and **Operative Time of Cover** the **Insurer** will pay compensation in accordance with the Scale of Benefits stated in the Schedule.

## Extensions

### 1. Clothing and Personal Effects

If the **Insurer** accepts a claim for **Accidental Bodily Injury** the **Insurer** will pay for the **Insured Person's** clothing and personal effects damaged at the same time up to an amount of £500 per **Insured Person** in addition to any amount which may be recoverable elsewhere in the **Policy**.

### 2. Coma Benefit

If the **Insured Person** suffers **Accidental Bodily Injury** which within 90 days is the sole and independent cause of the **Insured Person** being in a continuous unconscious state, the **Insurer** will pay £30 per full 24 hours up to a maximum of 52 weeks any one **Insured Person** while they remain in a continuous unconscious state.

### 3. Disappearance

If an **Insured Person** has been missing for a period of 180 consecutive days and there is sufficient evidence to support the conclusion that death has been caused by **Accidental Bodily Injury**, the **Insured Person** will be presumed to have died and compensation will be paid under the death benefit. However, if the **Insured Person** is subsequently found to be alive, any death benefit compensation already paid must be repaid to the **Insurer**.

### 4. Hospital Benefit and Dental Expenses

If during the period of insurance an **Insured Person** suffers **Accidental Bodily Injury**:

- a) necessitating in-patient treatment in a hospital, the **Insurer** will pay £20 per day up to a maximum payment per **Insured Person** per claim of £200.
- b) if the **Accidental Bodily Injury** results in the **Insured Person** incurring related dental expenses, the **Insurer** will pay up to an additional maximum amount of £500.

## 5. Medical Expenses

**Medical Expenses** will be paid in addition to any compensation paid where the claim is for **Temporary Total Disablement** or **Temporary Partial Disablement**. The maximum amount payable under this extension shall be 20% of the compensation paid.

## Exclusions

The **Insurer** shall not be liable to pay compensation for **Accidental Bodily Injury** arising from:

1. the **Insured Person** suffering any disability due to a gradually operating cause.
2. suicide or attempted suicide.
3. the **Insured Person's** own criminal act.
4. the **Insured Person** being in a state of insanity.
5. flying or other aerial activities, except as a passenger in a recognised airline.
6. pregnancy or childbirth.
7. naval, military or air force service or operations.
8. the effect of alcohol where the alcohol level is greater than 80 milligrams per 100 millilitre of blood or from the **Insured Person** taking illegal drugs or non –prescribed drugs for the treatment of the **Insured Person's** own drug addiction or alcoholism.
9. any gainful occupation of the **Insured Person** outside the **Business** of the **Insured** specified in the **Policy**
10. taking part in any of the following activities – winter sports (other than curling or ice skating), armed or unarmed combat sports, mountaineering or rock climbing requiring the use of ropes or guides, motor cycling (other than in respect of scooters or mopeds with a maximum capacity of 50cc), any kind of racing except on foot, hunting on horseback, show jumping, polo or steeple chasing, speed or time trials.
11. any nuclear, chemical or biological contamination due to any act of **Terrorism** regardless of any other cause or any other event contributing at the same time or in any other sequence to such event. If the **Insurer** alleges that by reason of this exclusion any loss damage cost or expense is not covered the burden of proving the contrary shall be upon the **Insured**.

The **Insurer** shall also not be liable to pay any compensation for **Accidental Bodily Injury**

suffered by any person aged under 16 years old at the time of such injury, or aged greater than 75 years old at the time of such injury.

## Conditions

In respect of each Insured Person

1. this Section shall cease to be in force immediately after the occurrence of any event qualifying for payment under items 1 to 3 of the Scale of Benefits
2. payment of benefits under items 4 or 5 of the Scale of Benefits does not prejudice an **Insured Person's** entitlement to any other benefit under this Section, but payment under these items will cease if the **Insurer** pays any benefit under items 1, 2 or 3 in respect of the same originating event.
3. The **Insured** shall give the **Insurer** notice in writing of any material alteration affecting the risk insured and of any variation in the **Business**, occupation or activities or the health of any **Insured Person** (where known). This Section shall continue in force until expiry of the current **Period of Insurance** notwithstanding any variation in the health of any **Insured Person** during such period, but in the event of any other alteration or variation in the risk insured the **Insurer** shall not be liable to make payment under this Section unless the **Insurer** has agreed in writing to maintain the Section in force following such alteration or variation.

## Part C

### SECTION 10 LEGAL EXPENSES

#### Definitions

When used in bold print in this Section

##### Appointed Representative

means a solicitor, barrister, accountant or other appropriately qualified person appointed by the **Insurer** to act in the name of and on behalf of the **Insured** in accordance with the terms, conditions, limitations, provisos and exclusions of this **Policy**

##### Aspect Enquiry

means an examination by HM Revenue and Customs which considers one or more specific aspects of the **Insured's** self-assessment and/or corporation tax return

##### Attendance Expenses

means the salary or wages of the **Insured Person** for the time the **Insured Person** is off work

- a) to attend any arbitration, court or tribunal hearing at the **Insurer's** request
- b) as a defendant or while attending jury service

##### Costs and Expenses

means

- a) All reasonable and necessary legal or accountancy costs charged by the **Appointed Representative** and agreed by the **Insurer**
- b) Legal costs which an **Insured Person** has been ordered to pay by a court or other body which the **Insurer** has agreed to authorise

##### Date of Occurrence

means

- a) in all civil cases, when the cause of action accrued other than Contingencies 4A, 4B or 4C – Tax)
- b) in all criminal cases, when the **Insured Person** first broke or is alleged to have first broken the criminal law in question

- c) in **Full Enquiries, Aspect Enquiries** or **Intervention Enquiries**, when HM Revenue and Customs first notifies in writing the intention to make enquiries
- d) in Employers Compliance and Value Added Tax disputes, when HM Revenue and Customs sends an assessment or written decision to the **Insured**.
- e) in Licence or Registration Appeals, when the **Insured** was first notified of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel the **Insured's** licence or British Standard Certificate of Registration

##### Full Enquiry

means an extensive examination by HM Revenue and Customs which considers all aspects of the **Insured's** tax affairs, excluding those enquiries which are limited to one or more specific aspects of the **Insured's** self-assessment and/or corporation tax return

##### Insured Person

means

- a) the **Insured**
- b) any director of the **Insured** or partner or proprietor of the **Business**
- c) any employee of the **Insured** under a contract of employment with the **Insured**
- d) any other person agreed with the **Insurer**

##### Intervention Enquiry

means an examination by HM Revenue and Customs to measure the level of compliance in the **Insured's** financial accounting records to highlight area where errors have or may occur

##### Legal Proceedings

means legal proceedings for

- a) the pursuit or defence of a claim for damages
- b) the defence of a criminal prosecution
- c) appeal proceedings



- d) specific performance or injunction

dealt with by negotiation or in a court of law, tribunal or arbitration or any other body which the **Insurer** have agreed to or authorised

### Limit of Indemnity

means the maximum amount stated in the Schedule which the **Insurer** will pay for **Costs and Expenses** in respect of any or all claims arising out of one originating cause in connection with the **Business** stated in the Schedule

### Prospects of Success

means in respect of all civil cases, it is always more likely than not that an **Insured Person** will recover damages or obtain any other legal remedy which the **Insurer** has agreed to

- a) recover damages or obtain any other legal remedy which the **Insurer** has agreed to
- b) make a successful defence
- c) make a successful appeal or defence of an appeal

means in criminal proceedings, it is always more likely than not that an **Insured Person** will succeed in

- a) defending the prosecution assuming the case was determined at trial or other final hearing in the first instance or
- b) a significant mitigation of sentence/fine where the **Insured Person** intends to plead guilty to the offence, or is advised to do so by the **Appointed Representative**

means in a **Full, Aspect or Intervention Enquiry**, Employer Compliance Dispute or VAT Dispute, if the **Insured Person** is more likely than not to succeed in reversing the decision made or reducing the alleged liabilities

Prospects of success will be assessed by the **Insurer** or an **Appointed Representative** on the **Insurer's** behalf.

### Territorial Limits

means

For Contingencies 2 Legal Defence (other than Contingency 2E) and 3B Bodily Injury.

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia,

Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey West of the Bosphorus).

For all other Contingencies Great Britain, Northern Ireland, the Isle of Man and the Channel Islands

## Insuring Agreement

The **Insurer** will indemnify the **Insured** or an **Insured Person** where specified for any **Costs and Expenses** and **Attendance Expenses** incurred in respect of **Legal Proceedings** following the occurrence of a Contingency stated as applying in the Schedule provided that

- a) the Contingency occurs within the **Territorial Limits** and the **Date of Occurrence** is within the **Period of Insurance**
- b) any **Legal Proceedings** take place within the **Territorial Limits**
- c) **Prospects of Success** exist for the duration of the claim
- d) in respect of any appeal or defence of an appeal, it has been reported to the **Insurer** at least 10 working days prior to the deadline for any appeal
- e) the maximum the **Insurer** will pay is the **Limit of Indemnity**
- f) The **Insured** must report an incident to the **Insurer** as soon as possible and in any event no later than 180 days after the date the **Insured Person** knew or should have known about the incident

## Contingencies

1.

### A. Employment Disputes

The **Insurer** will defend the **Insured**

- a) prior to the issue of **Legal Proceedings** following the dismissal of an **Insured Person**
- b) in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme
- c) in **Legal Proceedings** in respect of any dispute with
  - i. an **Insured Person**
  - ii. a former **Insured Person**
  - iii. a trade union acting on behalf of an **Insured Person** or a former **Insured Person**

which arises out of, or relates to, a contract of employment with the **Insured**

- d) in **Legal Proceedings** in respect of any dispute with
  - i. an **Insured Person**
  - ii. a former **Insured Person**
  - iii. a prospective **Insured Person**

arising from an alleged breach of their statutory rights under employment legislation

The **Insurer** will not provide indemnity for any claim in respect of damages for **Personal Injury** or loss of or physical damage to material property

## B. Compensation Awards

The **Insurer** will pay

- a) any basic and compensatory award
- b) an order for compensation following a breach of the **Insured's** statutory duties under employment legislation

which the **Insured** is ordered to pay by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and approved by the **Insurer** in writing in respect of a claim the **Insurer** has accepted under Contingency 1A – Employment Disputes.

The **Insurer** will not provide indemnity in respect of

- a) non-payment of money due under the relevant contract of employment or related statutory provision
- b) any compensation award related to
  - i. trade union activities, trade union membership or non-membership
  - ii. health & safety related dismissals brought under section 44 of the Employment Rights Act 1996
  - iii. statutory rights in relation to trustees of occupational pension schemes
  - iv. statutory rights in relation to Sunday shop and betting work
- c) any award ordered as a result of a breach of National Minimum Wage laws
- d) any compensation award or increase in compensation award ordered by the tribunal for failure to comply with a recommendation it has made including non-compliance with a reinstatement order or re-engagement order

## Conditions

If in relation to any claim the **Insured** has failed to fulfil any of the following conditions the **Insured** will lose their right to indemnity or payment for that claim

- a) **Performance and/or conduct** - In cases relating to performance and/or conduct of an **Insured Person**, or former **Insured Person**, the **Insured** must, throughout the dispute, have either
  - i. followed the ACAS Code of Disciplinary Practice and Procedures in Employment as prepared by the Advisory Conciliation and Arbitration Service, or
  - ii. followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland or
  - iii. sought and followed the advice from the 24 hour legal helpline
- b) **Unlawful Discrimination** - In respect of an order of compensation following a breach of the **Insured's** statutory duties under discrimination legislation the **Insured** must have at all times sought and followed the advice of the 24 hour legal helpline since the date the **Insured** knew or should have known about the employment dispute
- c) **Redundancy** - In respect of any compensation award for
  - i. redundancy
  - ii. alleged redundancy
  - iii. unfair selection for redundancy the **Insured** must have sought and followed the advice of the 24 hour legal helpline prior to serving notice of dismissal.

## C. Service Occupancy

The **Insurer** will negotiate for the **Insured's** legal rights against an **Insured Person** or former **Insured Person** to recover possession of premises owned by the **Insured**, or for which the **Insured** is responsible

The **Insurer** will not indemnify the **Insured** in respect of any claim relating to defending the **Insured's** legal rights other than defending a counter claim

#### D. Breach of Restrictive Covenant

The **Insurer** will pay the costs of pursuing an injunction against an **Insured Person** or a former **Insured Person** following a breach of an express restrictive covenant in that **Insured Person's** contract of employment with the **Insured**, where the former **Insured Person**

- a) solicited other employees of the **Insured**, or
- b) solicited customers of the **Insured** resulting in proven financial loss to the **Insured**

## 2. Legal Defence

### A. Criminal Prosecution

The **Insurer** will defend an **Insured Person**

- a) prior to the issue of legal proceedings when dealing with the
  - i. Police
  - ii. Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer

where it is alleged the **Insured Person** has or may have committed a criminal offence

- b) following an event which leads to the **Insured Person** being prosecuted in a court of criminal jurisdiction

Provided that in respect of proceedings under the Health and Safety at Work etc. Act 1974, the **Territorial Limits** shall be any place where the Act applies.

The **Insurer** will also indemnify an **Insured Person** against the **Costs and Expenses** incurred in an appeal against sentence or conviction, including an appeal by the **Insured Person** against the service of an Improvement or Prohibition Notice under the Health & Safety at Work Act 1974 or the Food Safety Act 1990.

The **Insurer** will not provide indemnity in respect of any claim which leads to the **Insured Person** being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

### B. Data Protection

- a) The **Insurer** will defend the legal rights of an **Insured Person** following civil action taken against the **Insured Person** for compensation under Section 13 of the Data Protection Act 1998. The **Insurer** will also pay any compensation award made against the **Insured Person** under Section 13 of the Data

Protection Act 1998)

- b) The **Insurer** will represent the **Insured** in appealing against the refusal of the Information Commissioner to register the **Insured's** application for registration or alteration of registered particulars or an appeal against an Enforcement Deregistration or Transfer Prohibition Notice.

Provided that at the time of the insured incident, the **Insured** is registered with the Information Commissioner in respect of Contingency 2B a)

### C. Wrongful Arrest

The **Insurer** will defend the **Insured's** legal rights following civil action taken against the **Insured** for wrongful arrest or malicious prosecution in respect of an accusation of theft alleged to have been carried out during the **Period of Insurance**

### D. Employee Civil Legal Defence

At the **Insured's** request the **Insurer** will defend the legal rights of an **Insured Person** (other than the **Insured**) if

- a) an event arising from their work as an **Insured Person** leads to civil action being taken against the **Insured Person** under legislation for unlawful discrimination
- b) civil action is being taken against the **Insured Person** as a trustee of a pension fund set up for the benefit of the **Insured's** employees.

### E. Statutory Notice

At the **Insured's** request the **Insurer** will represent the **Insured Person** in appealing against the imposition or terms of Statutory Notice issued under legislation affecting the **Insured's Business**.

### F. Disciplinary Hearings

The **Insurer** will represent an **Insured Person** at a disciplinary hearing that the **Insured Person** is required to attend by a regulatory authority or professional body as a result of a complaint being brought against the **Insured Person**.

3.

#### A. Property Protection

The **Insurer** will represent the **Insured** in any **Legal Proceedings** for civil action relating to material property which is owned by the **Insured**, or for which the **Insured** is responsible, following

- a) any event which causes or could cause physical damage or loss to such material property
- b) any nuisance or trespass including the eviction of squatters or any person occupying premises owned by the **Insured** or for which the **Insured** is responsible.

The **Insurer** will not indemnify the **Insured** in respect of any claim relating to

- a) a contract entered into by the **Insured**
- b) tenancy disputes
- c) mining subsidence
- d) a motor vehicle whilst being driven by an **Insured Person**

#### B. Personal Injury

The **Insurer** will pursue the legal rights of an **Insured Person** and the **Insured Person's** family members, if the latter are accompanying an **Insured Person**, following an event which causes the death of, or bodily injury to the **Insured Person** or family member.

The **Insurer** will not provide indemnity in respect of any claim relating to

- a) any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident
- b) defending the legal rights of an **Insured Person** or family members other than defending a counter claim
- c) a motor vehicle whilst being driven by an **Insured Person** or a family member.

4.

#### A. Tax Protection

The **Insurer** will represent the **Insured** and negotiate on the **Insured's** behalf in any hearing or appeal proceedings in respect of a **Full Enquiry** and/or **Aspect Enquiry** and/or **Intervention Enquiry** carried out by HM Revenue and Customs

#### B. Employers' Compliance

The **Insurer** will represent the **Insured** in any appeal proceedings in respect of a dispute concerning the **Insured's** compliance with

- a) Pay as You Earn or
- b) Social Security Regulations or
- c) Construction Scheme affairs

following a review by HM Revenue and Customs or a formal written expression of dissatisfaction with the **Insured's** P11Ds or P9Ds

#### C. VAT Disputes

The **Insurer** will represent the **Insured** in any appeal proceedings following an assessment by HM Revenue and Customs in respect of value added tax due.

#### Condition to Contingencies 4A, 4B and 4C

##### Reasonable Care

The **Insured** must have taken reasonable care to ensure that all returns are complete and correct and such returns are submitted within the statutory time limits allowed.

The **Insurer** will not provide indemnity

- a) in respect of any claim caused by the **Insured's** failure to register for value added tax
- b) in respect of any claim arising from any investigations or enquiries undertaken by HM Revenue and Customs Special Investigation Section or Special Compliance Office
- c) in respect of any claim arising from any investigations or enquiry by HM Revenue and Customs into alleged dishonesty or alleged criminal offences
- d) in respect of any claim arising from a tax avoidance scheme

#### 5. Contract Disputes

The **Insurer** will represent the **Insured** in any **Legal Proceedings** for civil action (including appeal/defence of appeal) relating to a contractual dispute arising from that agreement or that alleged agreement which has been entered into by the **Insured** or on the **Insured's** behalf for the sale, provision, purchase or hire of goods or services

Provided that

- a) the amount in dispute exceeds £250

- b) if the amount in dispute is payable by instalments, the instalments due and payable at the time of making the claim exceed £250
- c) if the dispute relates to money owed to the **Insured**, a claim must be made within 90 days of the money becoming due and payable.

The **Insurer** will not provide indemnity under this contingency in respect of

- a) any claim relating to
  - i. the cover, claims process or settlement payable under an insurance policy other than claims for indemnity under this section
  - ii. a lease, licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement
  - iii. a loan, mortgage, pension or any other financial product
  - iv. a motor vehicle owned by, hired or leased to the **Insured** other than agreements relating to the sale or motor vehicles where the **Insured** is engaged in the business of selling motor vehicles
- b) a dispute with an **Insured Person** or former **Insured Person** which arises out of or relates to a contract of employment with the **Insured**
- c) a dispute relating to computer hardware, software, systems or services which have been specifically tailored
- d) a dispute arising from the breach or alleged breach of professional duty by an **Insured Person** or former **Insured Person**
- e) the recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists

## 6. Tenancy Disputes

The **Insurer** will represent the **Insured** in any **Legal Proceedings** for civil action relating to a tenancy dispute between the **Insured** and the **Insured's** landlord arising from premises leased or rented to the **Insured**.

The **Insurer** will not provide indemnity in respect of any dispute arising from or relating to rent, service charges or renewal of the tenancy agreement

## 7. Statutory Licence Protection

The **Insurer** will represent the **Insured** in appealing to the relevant statutory or regulatory authority, court, or tribunal following an event which results in the relevant licensing or regulatory authority suspending, or altering the terms of, or refusing to renew, or cancelling the **Insured's** licence or statutory registration or British Standard Certificate of Registration.

The **Insurer** will not provide indemnity in respect of

- a) An original application or application for renewal of a statutory licence or British Standard Certificate of Registration.
- b) Any licence appeal relating to the ownership, driving or use of a motor vehicle

## 8. Debt Recovery

The **Insurer** will represent the **Insured** in any Legal Proceedings for civil action including the enforcement of judgment to recover money and interest due from the sale or provision of goods or services provided that

- a) the amount in dispute exceeds £250
- b) the **Insured** has exhausted all reasonable credit control and accounting procedures
- c) judgment if the **Insurer** is not satisfied that there are, or will be, sufficient assets available to satisfy judgment
- d) a claim for debt recovery under this contingency is made within 90 days of the money becoming due and payable

The **Insurer** will not provide indemnity in respect of

- a) any claim relating to
  - i. the cover, claims process or settlement payable under an insurance policy
  - ii. a lease, licence or tenancy of land or buildings
  - iii. a loan, mortgage, pension or any other financial product
- b) a dispute with an **Insured Person** or former **Insured Person** which arises out of, or relates to, a contract of employment with the **Insured**
- c) a dispute relating to computer hardware, software, systems or services which have been specifically tailored.
- d) the recovery of money and interest due from another party where the other party intimates that a defence exists

## Exclusions applying to all Contingencies

The **Insurer** will not provide indemnity in respect of any claim

- a) if an **Insured Person** does not keep to the terms, exceptions and conditions of this Section. The cover will also not apply if an **Insured Person** can claim under another policy
- b) if any **Costs and Expenses** are incurred prior to the **Insurer's** written acceptance of a claim
- c) for any legal action an **Insured Person** takes which the **Insurer** has not agreed to or where the **Insured Person** does anything to hinder the **Insurer** or the **Appointed Representative**
- d) for any fines, penalties, compensation or damages which an **Insured Person** is ordered to pay by a court or other authority other than compensation awards covered under Contingency 1B Compensation Awards) and Contingency 2 Legal Defence)
- e)
  - i. patents
  - ii. copyrights
  - iii. trademarks
  - iv. merchandise marks
  - v. registered designs
  - vi. intellectual property
- f) relating to franchise or agency rights where the **Insured** has the legal capacity to alter the legal relations of another
- g) deliberately or intentionally caused by an **Insured Person**
- h) in respect of a dispute with the **Insurer** not catered for in Section Conditions 6 and 7
- i) for a judicial review
- j) relating to any non-contracting party's rights to enforce all or any part of this Section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this **Policy**
- k) notified under this Section when, either at the start of or during the course of the claim the **Insured**
  - i. is bankrupt
  - ii. has filed a bankruptcy petition or winding up petition
  - iii. has made an arrangement with creditors
  - iv. has entered into a deed or arrangement
  - v. is in liquidation
  - vi. is or part of all of the **Insured's** affairs or property is in the care or control of a receiver or administrator.

# General Conditions

The following Conditions apply to all Parts of this **Policy**

## 1. Cancellation

This **Policy** may be cancelled by the **Insured** or by the **Insurer** by sending by Recorded Signed For <sup>TM</sup> mail to the other's last known address written notice stating the date and hour of cancellation which in the case of the **Insurer** cancelling must be not less than (60) sixty days from the date of sending and which in the case of the **Insured** cancelling must be not less than (15) fifteen days. Provided that

- a) The effective date and hour of cancellation stated in the notice shall become the end of the **Period of Insurance**
- b) Hand delivery of such written notice either by the **Insured** or by the **Insurer** or their couriers shall be equivalent to mailing
- c) If the **Policy** is cancelled and there have been no claims in the current **Period of Insurance** a pro rata return of premium will be allowed
- d) If the **Policy** is cancelled and there have been claims in the current **Period of Insurance**, premium will be regarded as fully earned and no return premium will be allowed
- e) Premium return may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective but payment or tender of unearned premium is not a condition of cancellation.

## 2. Contracts - Rights of Third Parties

This **Policy** is an agreement between the **Insured** and the **Insurer**. No party other than the **Insured** has the right to enforce any term of this **Policy** pursuant to the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## 3. Fraud and Misrepresentation

This **Policy** shall be voidable in the event of fraud or if any fraudulent means or devices are used by the **Insured** to obtain benefit under this **Policy** or in the event of fraudulent misrepresentation or fraudulent non-disclosure of any fact material to the risk insured or any claim hereunder.

In the event of non-fraudulent non-disclosure or non-fraudulent misrepresentation by the **Insured** of fact(s) material to the risk insured or any claim hereunder, the **Insurer's** remedy will be limited to the right to amend the premium to that which the **Insurer** could reasonably have demanded had such non-disclosure or misrepresentation not occurred except where the **Insurer** would not have written the risk and would not have provided any insurance had such non-disclosure or misrepresentation not occurred and in these circumstances the **Insurer** may cancel this **Policy** by sending written notice of cancellation to the **Insured's** last known address stating the date and hour of cancellation which must be not less twenty-one (21) days from the date of sending.

## 4. Law applicable and Jurisdiction

Subject to Part A, Claims Condition 3 (Arbitration) unless otherwise agreed by the **Insured** and **Insurer**, this **Policy** shall be construed in accordance with the law of England and Wales.

The English courts alone shall have jurisdiction to determine any dispute arising hereunder.

## 5. Material Alterations

The **Insured** shall give notice to the **Insurer** as soon as reasonably practicable of any facts or alterations that materially increase the risks covered by this **Policy**, and the **Insurer** shall be entitled to amend the terms and conditions of the **Policy** and to charge an additional premium from the date of the relevant alteration.

If the amended terms and conditions and /or additional premium are not accepted by the **Insured** within (30) thirty days, the **Insurer** shall afford no cover, and no indemnity or other sum shall be payable, for any claim or **Occurrence** arising from the increased risk.

## 6. Reasonable Precautions

The **Insured** shall take all reasonable steps and precautions to prevent loss, damage or injury that may give rise to a claim under this **Policy**

## 7. Waiver of Terms

The terms of this **Policy** shall not be waived nor changed except by endorsement issued or intended to be issued to form part of this **Policy**.

## General Exclusions

### 1. Date / Time recognition

This **Policy** does not cover any liability, loss, expense, **Damage** or **Consequential Loss** directly or indirectly caused by, consisting of or arising from

- a) any actual or alleged failure or inability of any **Computer Equipment** whether or not owned by or in the possession of the **Insured**:
  - i. to correctly recognise or to correctly process (including but not limited to capture, save, retain, calculate, compare, interpret, record, retrieve, sequence, read, store, manipulate, write to media, determine, distinguish, convert, transfer or execute) **Date/Time Material**;
  - ii. to correctly recognise or to correctly process (including but not limited to capture, save, retain, calculate, compare, interpret, record, retrieve, sequence, read, store, manipulate, write to media, determine, distinguish, convert, transfer or execute) any data or information as the result of the treatment of any **Date/Time Material** by such equipment or by any command or instruction which is or has been programmed or in any other manner entered into it;
- b) any actual or alleged failure to provide or inadequacy of any service whether provided by the **Insured** or any other person or persons due to any actual or alleged failure or inability described at 1.a) above;
- c) any advice consultation design evaluation inspection maintenance alteration repair replacement or supervision provided or done by the **Insured** or for or on behalf of the **Insured** to determine rectify or test any potential or actual problem described at 1.a) above.

But this Exclusion shall not apply to Part B, Section 3 Employers' liability of this **Policy**

### 2. Sanctions and Regulations

No **Insurer** shall be deemed to provide cover and no **Insurer** shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover payment of such claim or provision of such benefit would expose that **Insurer** to any sanction prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union United Kingdom or United States of America.

## General Claims Conditions

### Claims Handling

1. For any claim under Part C Section 10 Legal Expenses, please notify in the first instance

Claims Department,  
DAS Legal Expenses Insurance Company  
Limited  
DAS House  
Quay Side  
Temple Back  
Bristol  
BS1 6NH

Telephone Number: 0845 300 1899  
Email Address: [newclaims@das.co.uk](mailto:newclaims@das.co.uk)  
Lines are open 24 hours a day, 7 days a week

2. For any claim under any other Section, please notify in the first instance

Maven Underwriters  
Broadspire  
Tempus  
249 Midsummer Boulevard  
Milton Keynes  
MK9 1YA

Telephone Number: 01908 302202  
Email  
Address: [maven.claims@broadspiretpa.co.uk](mailto:maven.claims@broadspiretpa.co.uk)  
Lines are open 24 hours a day, 7 days a week.

The following Claims Conditions apply to all Parts of this **Policy**

#### 1. Subrogation

The **Insured** shall at the request and expense of the **Insurer** take and permit to be taken all necessary steps for enforcing rights against any other party in the name of the **Insured** before or after any claim payment is made by the **Insurer**.

#### 2. Subrogation Waiver

In the event of a claim arising under this **Policy** the **Insurer** agrees to waive any rights, remedies or relief to which they might be entitled by subrogation against



- a) a company standing in the relation of parent to subsidiary (or subsidiary to parent) to the **Insured** as defined in the Companies Act or Companies (Northern Ireland) Order (or any more applicable legislation or regulations in the country in which the **Insured** is registered) current at the time of **Damage** or **Consequential Loss, Personal Injury** or **Property Damage**,
- b) any company which is a subsidiary of a parent company of which the **Insured** are themselves a subsidiary within the meaning of the Companies Act or Companies (Northern Ireland) Order (or any more applicable legislation or regulations in the country in which the **Insured** is registered) current at the time of **Damage** or **Consequential Loss, Personal Injury** or **Property Damage**
- c) any other company to which the **Insured** has granted a waiver of subrogation rights, subject to prior notification to the **Insurer**

- iii. all such proofs and information relating to the claim as may be reasonably required
- iv. if demanded, a statutory declaration of the truth of the claim and of any matters connected to it.

## 2. Action by the Insured – Section 2, Consequential Loss

- a) In the event of an **Incident** for which a claim is or may be made under Section 2, Part A of this **Policy** the **Insured** shall
  - i. notify the **Insurer** as soon as reasonably practicable
  - ii. carry out and permit to be taken any action which may be reasonably practicable to minimise or check any interruption or interference with the **Business** or to avoid or diminish the loss
- b) In the event of a claim being made under Section 2, Part A of this **Policy** the **Insured** at his own expense shall deliver to the **Insurer** for examination at such times as the **Insurer** may reasonably request:
  - i. books of accounts, business records, bills, invoices, vouchers and other documents or certified copies if originals are lost
  - ii. proofs, information, explanation and other evidence
  - iii. details of all other insurances covering property (or part thereof) used by the **Insured** at the **Premises** for the purposes of the **Business**
  - iv. a declaration of the truth of any claim and of any matters connected with it

that the **Insurer** may reasonably require for the purposes of investigating or verifying the amount of any **Consequential Loss**

## 3. Arbitration

If any dispute arises as to the amount to be paid under this **Policy** (liability being otherwise admitted) such difference will be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions for the time being in force. The arbitrator must find in favour of the **Insured** before the **Insured** is entitled to take any action against the **Insurer**.

# Part A Claims Conditions

The following Claims Conditions apply to Part A of this **Policy** only

## 1. Action by the Insured – Section 1, Property Damage

In the event of **Damage** the **Insured** shall

- a) notify the Police if it becomes evident that any **Damage** has been caused by malicious persons
- b) carry out and permit to be taken any action which may be reasonably practicable to prevent further **Damage**
- c) notify the **Insurer** and deliver to the **Insurer** at the **Insured's** expense
  - i. full information in writing of the property lost, destroyed or damaged and the amount of the **Damage**
  - ii. details of any other insurances on any **Property Insured**

as soon as reasonably practicable but always within 30 days in the case of **Damage** caused by riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances or malicious persons

#### 4. Contribution and Average

In respect of Section 1

If at the time of any **Damage** there is any other insurance effected by or on behalf of the **Insured** covering such **Damage** the liability of the **Insurer** hereunder shall be limited to their rateable proportion of the **Damage**.

And if:

- a) any such other insurance shall be subject to any Average (underinsurance) Condition this **Policy** shall be subject to Average in a like manner.
- b) If any such other insurance is subject to any provision whereby it is excluded from ranking concurrently with this **Policy** either in whole or part or from contributing rateably, the liability of the **Insurer** under this **Policy** shall be limited to that proportion of the **Damage** which the sum insured under this **Policy** bears to the value of the property.

In respect of Section 2

If at the time of any loss, destruction or damage resulting in a loss under Section 2, Part A, there be any other insurance effected by or on behalf of the **Insured** covering such loss or part of it, the liability of the **Insurer** shall be limited to their rateable proportion of such loss.

#### 5. Designation

For the purposes of determining where necessary the item or heading under which any property, income or cost is insured or accounted for, it is agreed to accept the designation used within the **Insured's** business books of account.

#### 6. Increased Cost of Working – Agreed costs

Where costs under Items 1b) (Section 2, Part A) are incurred with **Insurer's** consent during the **Indemnity Period**, the **Insurer** agrees that upon final adjustment of the loss all such costs shall continue to be treated within items 1b) irrespective of whether they would have otherwise been allowable.

#### 7. Insurer Rights Following a Claim

On the happening of **Damage** in respect of which a claim is made the **Insurer** and any person authorised by the **Insurer** may without thereby incurring any liability or diminishing any of the **Insurer's** rights under this **Policy**, enter, take or keep possession of the premises where such **Damage** has occurred and take possession of or require to be delivered to the **Insurer** any **Property Insured** and deal with such property for all reasonable purposes and in any reasonable manner.

#### 8. Payments on Account

Where liability has been admitted by the **Insurer**, partial payment(s) of claims shall be made where requested by the **Insured**. Subject to

- a) the provisions of the Claims Conditions and;
- b) the necessary adjustment of the final claims settlement

#### 9. Reinstatement

If any property is to be reinstated, replaced or repaired by the **Insurer**, the **Insured** shall at his own expense, provide all such plans, documents, books and information as may reasonably be required. The **Insurer** shall not be bound to reinstate exactly but only as circumstances permit and in a reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than its sum insured.

## Part B Claims Conditions

The following Claims Conditions apply to Part B of this **Policy** only

1. The **Insured** shall give notice in writing to the **Insurer** as soon as is reasonably practicable of any occurrence which in the opinion of the **Insured** is likely to give rise to a claim under this **Policy**
2. The **Insured** shall forward directly and unanswered to the **Insurer** every letter of claim writ or summons immediately they are received
3. The **Insured** must give immediate notice to the **Insurer** of any impending prosecution inquest fatal accident inquiry or civil or criminal proceedings in connection with the occurrence and shall send to the **Insurer** immediately upon request every relevant document which is in or comes into the **Insured**'s possession
4. No admission offer promise payment or indemnity shall be made or given by or on behalf of the **Insured** without the written consent of the **Insurer**
5. The **Insurer** shall be entitled to take over and conduct in the name of the **Insured** the defence or settlement of any claim or to prosecute any claim in the name of the **Insured** for its own benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim
6. The **Insured** shall give all assistance as the **Insurer** may require
7. The **Insured** shall also upon receipt of a Notice of Adjudication relating to any circumstance which has given or may give rise to a claim under Section 2 of Part B of this **Policy** provide immediate notice (or on the first working day thereafter) thereof by telephone to the **Insurer**  
  
A Notice of Adjudication means any notice issued by a party to a contract to which the Housing Grants Construction and Regeneration Act 1996 applies stating an intention to refer a dispute under the contract to adjudication
8. In connection with any claims against the **Insured** the **Insurer** may at any time pay to the **Insured** the Limit of Indemnity or any less amount for which such claims can be settled and thereupon the **Insurer** shall relinquish the control of such claims and be under no further liability in connection therewith except for legal costs which the **Insurer** have already agreed to bear in respect of matters prior to the date of such payment

9. If at the time of any claim there is or but for the existence of this **Policy** there would be any other insurance covering the same legal liability the indemnity will not apply except in respect of any amount beyond that which would have been payable under such other insurance had this **Policy** not been effected

10.

- a) Where indemnity is provided on a "Claims Made" basis the **Insured** must give to the **Insurer** written notice of
  - i. any claim first made against the **Insured** or **Person Entitled to Indemnity**
  - ii. any circumstances which are likely to give rise to a claim of which the insured first becomes aware

during the **Period of Insurance** as soon as practicable but in no event later than thirty (30) days after the end of the **Period of Insurance**. If the **Insured** does not give notice to the **Insurer** in compliance with this clause the **Insurer** shall have no liability under this **Policy** in respect of that claim or arising out of that circumstance.

A claim will be deemed to have been made the earlier of when

- i. a claim is first received by the **Insured** in writing during the **Period of Insurance** or
  - ii. the **Insurer** is notified in writing during the **Period of Insurance** of circumstances which in the opinion of the **Insured** are likely to give rise to a claim
- b) Where the **Insurer** is notified in writing of circumstances which in the opinion of the **Insured** are likely to give rise to a claim any claims resulting therefrom which may be made after the expiry of the **Period of Insurance** will be deemed to have been made during the **Period of Insurance**.

## Part C Claims Conditions

The following Claims Conditions apply to Part C of this Policy only

### Section 9 - Personal Accident

1. The **Insured** or the **Insured Person** must provide the **Insurer** with all information and evidence which the **Insurer** may reasonably require at no expense to the **Insurer**
2. The **Insured** must notify any **Occurrence** which may give rise to a claim under this Section to the **Insurer** within 90 days of the happening of such **Occurrence**
3. As soon as possible after the occurrence of any **Accidental Bodily Injury** the **Insured Person** must obtain and follow the advice of a registered medical practitioner. The **Insurer** will not be liable for any bodily injury which is worsened or prolonged or any other consequence which arises as a result of the **Insured Person's** failure to obtain and follow such advice and to use such treatment, remedies or appliances as may be prescribed
4. The **Insured Person** must, at the **Insurer's** request, submit to a medical examination in respect of any **Accidental Bodily Injury** where the **Insured** requires the **Insurer** to consider a claim under this Section. The **Insurer** will pay the cost of any medical examination fee
5. In the event of death of an **Insured Person** the **Insurer** will be entitled to have a post mortem examination carried out at the **Insurer's** expense
6. Payment for **Temporary Total Disablement** shall be limited to a maximum of 100% of the **Insured Person's** normal weekly wage (the gross basic weekly amount excluding overtime and bonus payments) as paid via the UK tax system during the previous 12 months prior to the claim. **Insured Persons** must supply evidence of taxable income during the said 12 months as part of the presentation of a claim. It is the duty of the **Insured** and/or **Insured Person** to inform the **Insurer** if any claim payments exceeds these limits and payment will be reduced proportionately until these limits are not exceeded.

1. As soon as you are aware of an incident, you should get legal advice from the legal helpline on 0845 300 1899 without delay. Please have Your policy number to hand. If you think that you might need to claim, contact the helpline on 0845 300 1899 and request a claim form. We can only proceed with your claim once we have received details of the incident in writing. A claim form is available to download at:

[www.aviva.co.uk/legalprotection](http://www.aviva.co.uk/legalprotection)

Claims handling is undertaken by DAS Legal Expenses Insurance Company Limited or such other company as we notify you of time to time.

2. The **Insured** must report an incident to the **Insurer** as soon as possible and in any event no later than 180 days after the date the **Insured Person** knew or should have known about the incident
3.
  - a) On acceptance of a claim, if appropriate, the **Insurer** will appoint an **Appointed Representative**.
  - b) If it is necessary to start court proceedings or there is a conflict of interest, an **Insured Person** is free to nominate an **Appointed Representative** by sending to the **Insurer** the name and address of the suitably qualified person
  - c) If the **Insurer** does not agree to the **Insured Person's** choice of **Appointed Representative** under condition 3b) above, an **Insured Person** may choose another suitably qualified person.
  - d) If there is still a disagreement with regard to the **Appointed Representative**, the **Insurer** will ask the president of a relevant national law society to choose a suitably qualified person to represent an **Insured Person**. The **Insurer** and the **Insured Person** must accept such choice.
  - e) In all other circumstances the **Insurer** will be free to choose an **Appointed Representative**. An **Appointed Representative** will be appointed by the **Insurer** and represent an **Insured Person** according to the **Insurer's** standard terms of appointment;
  - f) On acceptance of a claim, if appropriate, the

### Section 10 – Legal Expenses

**Insurer** will appoint an **Appointed Representative**.

4.

- a) The **Insurer** will have direct access to the **Appointed Representative** who will, upon request, provide the **Insurer** with any information or opinion on the **Insured's** claim
- b) An **Insured Person** must co-operate fully with the **Insurer** and the **Appointed Representative** and must keep the **Insurer** up-to-date with the progress of the claim
- c) At the **Insurer's** request an **Insured Person** must give the **Appointed Representative** any instructions that the **Insurer** requires
- d) An **Insured Person** must notify the **Insurer** immediately if anyone offers to settle a claim or makes a payment into court
- e) If an **Insured Person** does not accept the recommendation of the **Appointed Representative** to accept a reasonable offer or payment into court to settle a claim, the **Insurer** may refuse to pay further **Costs and Expenses**
- f) No agreement to settle on the basis of both parties paying their own costs is to be made without the **Insurer's** prior approval

5. If an **Insured Person**

- a) settles a claim or withdraws a claim without the **Insurer's** prior agreement
- b) does not give suitable instructions to the **Appointed Representative** dismisses an **Appointed Representative** without the **Insurer's** prior consent
- c) settles a claim or withdraws a claim without the **Insurer's** prior agreement

the cover the **Insurer** provide will end immediately and the **Insurer** will be entitled to re-claim any **Costs and Expenses** the **Insurer** has incurred from the **Insured Person**.

- 6. An **Insured Person** must take every available step to recover **Costs and Expenses** that the **Insurer** has to pay and must pay the **Insurer** any **Costs and Expenses** that are recovered.

- 7. If any difference arises between the **Insurer** and an **Insured Person** in respect of the acceptance, refusal, control or handling of any claim under this Section, the **Insured** can take the steps outlined in the complaints procedure.

- 8. The **Insured** has the right to refer any difference that arises between the **Insurer** and an **Insured Person** in respect of the acceptance, refusal, control or handling of any claim under this section to arbitration, which will be decided by counsel chosen jointly by the **Insurer** and an **Insured Person**.

If there is a disagreement with regard to the choice of counsel, the **Insurer** will ask the president of a relevant national law society to choose a suitably qualified person.

The arbiter's decision shall be final and binding on both parties.

All costs for resolving the difference will be met by the party whom the decision is made against

- 9. All references to Acts of Parliament within this Section wording shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be.

## Underwriter and Insurer details

Aon UK Limited arranges this policy on your behalf.

Maven Underwriters is a trading name of Aon UK Limited. Maven Underwriters act as a Managing General Agent (MGA) under a delegated underwriting authority on behalf of the insurers shown on your policy schedule.

## Complaints Procedure

### Our Promise of Service

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

### What will happen if you complain

- We will acknowledge your complaint promptly.
- We aim to resolve all complaints as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update within 10 working days of receipt and give you an expected date of response.

A number of complaints can be dealt with over the telephone, but if a complaint made cannot be resolved by the end of the next business day we will acknowledge receipt of it promptly, within 5 business days. Within this acknowledgement we will provide clear timescales as to when next contact will be made, as we wish to keep you informed on the progress of your complaint.

We will seek to resolve any complaints received in the shortest timescale possible. However, complaints will vary in their nature and complexity and the time taken to handle them will reflect this.

A Complaints Handler will undertake a thorough, independent review of the issues surrounding your complaint. The review will consider all the information available to us or possibly involve writing to you should we need to. If it takes longer than four weeks to resolve your complaint we will provide you with regular written updates. It is expected that complaints are resolved within 8 weeks of receipt and where this is not possible we will provide you with a reason and estimated completion date, as well as advising you that where eligible you can refer the case to the Financial Ombudsman Service (FOS).

### What to do if you are unhappy

If you are unhappy with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting your Broker [your insurance adviser].

Please direct all complaints to:

Maven Underwriters  
The Aon Centre  
The Leadenhall Building  
122 Leadenhall Street  
London  
EC3V 4AN

Tel: 01737 783740  
Fax: 01737 783709

If you are unhappy with the outcome of your complaint you may refer the matter to the Financial Ombudsman Service at:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Telephone: 0800 023 4567 (free from landlines) or 0300 123 9123

Email: [Complaint.info@financial-ombudsman.org.uk](mailto:Complaint.info@financial-ombudsman.org.uk)

Or simply log on to their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Whilst we are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure does not affect your right to take legal action.

## Financial Services Compensation Scheme

The **Insurers** are members of the Financial Services Compensation Scheme (FSCS).

You may be entitled to compensation from this scheme if the Insurers cannot meet their obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk) or write to:

Financial Services Compensation Scheme  
10th Floor  
Beaufort House  
15 St Botolph Street  
London EC3A 7QU

Tel: 0800 678 1100 or 020 7741 4100  
Fax: 020 7741 4101

## Customers with Disabilities

This **Policy** and other associated documentation is also available in large print, audio and Braille. If you require any of these formats please contact us.

## Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this policy will be in English.

## Data Protection

The following contains important information relating to the details that you have given the Insurer. You should show this notice to any other party related to this insurance.

The Insurer is required to send you this information to comply with current Data Protection legislation. It explains how the Insurer may use your details and tells you about the systems the Insurer has in place that allow the Insurer to detect and prevent fraudulent applications and claims.

### How the Insurer will use your data

The Insurer records and holds your personal data in accordance with the Data Protection Act 1998 and follows strict security procedures in the storage and disclosure of information provided to prevent unauthorised access or loss of such information.

The Insurer may need to collect data that the Data Protection Act defines as sensitive such as medical history or criminal conviction. Information supplied may be held on computer and passed to other firms or business for underwriting claims or other purposes associated with this Policy e.g.

- connected companies service providers agents and subcontractors including loss adjusters and claims investigators
- reinsurers who use this information to assess the terms of specific policies and to administer our insurance policies generally
- other insurance companies about other insurance policies you may have;
- the Police other insurance companies fraud reference agencies and other representative bodies in relation to the prevention and detection of fraudulent claims or as part of their money laundering checks.

This may include overseas companies.

When personal or sensitive data is supplied about third parties including any details of directors, officers, partners and employees (whose consent you must obtain) other than the Insured or in the event that a claim is notified to this Policy which

may involve the Insurer receiving or requesting the personal or sensitive data of third parties other than the Insured the Insurer assumes that the Insured has obtained the consent of those third parties to the supply and processing of this information to or by the Insurer to the transfer of their information abroad and in relation to any other use of such information as referred to in this Policy. The Insurer also assumes that the supplier of the information is authorised to receive on such third parties' behalf any data protection notices. Please let the Insurer know if this is not the case.

The Insurer may record telephone calls for quality control fraud prevention and staff training purposes.

### Fraud Prevention and Detection

The Insurer may share information with other firms and public bodies including the Police in order to substantiate information and prevent or detect fraud and may at any time:

- a) share information about you with other organisations including the Police
- b) undertake credit searches
- c) check and share your details with fraud prevention and detection agencies.

As part of this the Insurer will share information about your claims with providers of software designed to assist in the detection of fraudulent claims. The Insurer may also use commercially available databases to prevent money laundering.

If false or inaccurate information is provided and fraud is identified details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. The Insurer and other organisations may also access and use this information to prevent fraud and money laundering for example when:

- a) checking details on applications for credit and credit related or other facilities
- b) managing credit and credit related accounts or facilities
- c) recovering debt and tracing beneficiaries



- d) checking details on proposals and claims for all types of insurance
- e) checking details of job applicants and employees.

Please contact the Insurer if you want to receive details of the relevant fraud prevention agencies. The Insurer and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

## The ELTO Database

Where this insurance policy provides Employers' Liability coverage certain information relating to the policy including without limitation the policy number(s) employers' names and addresses (including subsidiaries and any relevant changes of name) coverage dates and employer's reference numbers provided by Her Majesty's Revenue and Customs will be provided to the Employers' Liability Tracing Office (the ELTO) and added to an electronic database (the Database).

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure By Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The Database will assist individual claimants (the Claimants) who have suffered an employment related injury or disease arising out of and in the course of their employment in the UK for employers carrying on or who carried on business in the UK:

- a) to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and
- b) to identify the relevant employers' liability insurance policies.

The Database will be managed by the ELTO. The Database and the data stored on it may be accessed and used by the Claimants their appointed representatives insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

By entering into this insurance policy the Insured will be deemed to specifically consent to the use of their insurance policy data in this way and for these purposes.



Maven

The Aon Centre  
The Leadenhall Building  
122 Leadenhall Street  
London  
EC3V 4AN

Maven Underwriters is a Managing General Agent which is part of Aon UK Limited operating under a delegated underwriting and claims authority on behalf of Insurers. Maven Underwriters is a trading name of Aon UK Limited and is authorised and regulated by the Financial Conduct Authority.

Aon UK Limited is authorised and regulated by the Financial Conduct Authority. Registered office: The Aon Centre, The Leadenhall Building, 122 Leadenhall Street, London, EC3V 4AN

Registered No: 210725

FCA registration No. 310451.

SBV3/01.06.2015

# Terms of business



## 0 Introduction

**0.1** Aon UK Limited is a company incorporated in England and Wales (registered number 02102725) with its registered office at The Aon Centre, The Leadenhall Building, 122 Leadenhall Street, London, EC3N 4AN ("we"/our/ Aon UK Limited").

**0.2** Aon Risk Solutions is part of Aon UK Limited which is authorised and regulated by the UK's Financial Conduct Authority ("FCA"). Aon UK Limited's FCA register number is 310651.

**0.3** These are our terms of business which, together with any schedules, the demands and needs statement, the service levels agreement, the letter of engagement shall govern our appointment by you. These terms of business apply to all Services (defined under the section below headed "Our Services") that we provide to you after these terms of business come into force, including any future Services provided in connection with insurance contracts that were placed by us, or any subsidiary of Aon plc ("Aon Group Member"), for you before these terms of business came into force.

**0.4** If you have any questions about these terms of business, in particular in relation to the "Our Obligations and Liability" to you, please set out below, please raise them with us within 30 days, otherwise we will assume you are in agreement with them. To the extent that you do not respond, your agreement will be deemed to have been given by the contribution of your normal business relationship with Aon UK Limited.

**0.5** Our permitted business is advising customers on insurance contracts (recommending specific insurance policies to customers), arranging (bringing about) deals in insurance contracts (e.g. introducing a customer to an insurer), making arrangements with a view to transactions in insurance contracts (e.g. helping a customer to fill in a proposal form), dealing as agent in insurance contracts (entering into an insurance contract with a customer on behalf of an insurer), assisting in the administration and performance of an insurance contract (e.g. notifying insurance claims to an insurer and negotiating settlement of the claim on a customer's behalf), and agreeing to carry on any of the above regulated activities.

**0.6** You can check this on the Financial Services Register by visiting the FCA website [www.fsa.gov.uk/register/home.do](http://www.fsa.gov.uk/register/home.do), or by contacting the FCA on 0800 111 67 68.

## 1 Client

**1.1** These terms of business shall apply to you and to each member of our company, practice, partnership and/or any other legal and/or natural person, if any, who is either entitled as a member of law to rely on the Services or whom we have agreed in writing may rely on the Services (collectively "you"/your"). You warrant that you have authority to enter into these terms of business on your own behalf and, if applicable, on behalf of the said members and persons (each a "beneficiary").

## 2 Our Services

**2.1** For the avoidance of doubt, if our appointment and/or these terms of business are terminated, or we cease to act on your behalf in relation to the placement of insurance, we shall cease automatically to handle claims on your behalf in respect of insurance contracts, whether placed by us or otherwise. We will consider continuing to provide claims handling services for you after termination of our appointment and for these terms of business, or cessation of us acting on your behalf in relation to the placement of insurance, if you instruct us to do so in writing and an additional fee for such services is agreed between you and us.

We will consider continuing to handle claims on insurance contracts we have placed for you at your request but only if we are able to do so and can agree an appropriate remuneration.

**2.2** At your request we may also make representations about the insurances we have arranged for you to other interested third parties provided that you pay us an additional fee and we are able to either disclaim or limit our liability to such third parties in a way that is satisfactory to us.

**2.3** If we carry out any other insurance broking related services for you, such services will also be subject to these terms of business, subject to the remuneration clause below.

**2.4** You understand and agree that we are not the insurer of any risk and that we do not guarantee or warrant either the availability of an insurance contract, or the financial security, solvency or performance of an insurer. Whenever we offer you the opportunity to select from products offered by more than one insurer, the final selection of insurer remains with you. If at any time the cover you require can only be provided by an insurer that is not on our list of approved insurers, we will advise you of such. If during the period of the insurance contract which we have placed for you, we become aware that an insurer of that risk ceases to be on our list of approved insurers for new business, then we will advise you of that fact. Unless we agree otherwise in writing, we will not have any further obligation to take any other steps to advise you of the ongoing security afforded by your insurers. We do not accept liability for any insurer which fails to respond to all or part of any valid claims. If you are not happy with an insurer or the security it provides, please let us know immediately.

**2.5** We are committed to meeting your needs and requirements. If at any time during the term of our appointment by you we determine that services offered by an Aon Group Member may be of interest to you, we may recommend these to you and your decision to use them shall not be dependent upon your purchase or utilisation of any product or Services provided to you under these terms of business. If you decide to take up such services you will be asked to enter into separate terms of business.

Aon Group Members hold equity and loan stock in a number of other companies as part of its investment portfolio and we may recommend the goods and/or services of those companies as part of the Services we provide to you. In addition, some of these companies may have an interest in Aon Group Members. You are able to view details of all these holdings on our website at <http://aon.com/about-us/investor-relations/financials-and-governance/material-disclosure.aspx>. For those Services involving a company in which an Aon Group Member has a material interest, we will disclose this to you at the time of the quotation.

**2.6** Where relevant, prior to the end of the insurance contract period, you will be advised by us of the terms on which the insurer of that insurance contract may be willing to renew the insurance contract for a further period. In the event that either the insurer is not willing to renew the insurance contract or we no longer arrange such an insurance contract with that insurer, we will notify you and, unless you tell us otherwise, may advise you of the terms of any alternative insurance contract offered by another insurer.

**2.7** In relation to distance contracts, the terms and conditions and other information will be supplied in English and both you and Aon agree to communicate in English during the duration of the contract.

## Aon Risk Solutions

## 3 Remuneration

**3.1** In consideration of us providing the Services to you we will be entitled to a fee and/or brokerage. You will receive a quotation, which will inform you of any other fees relating to any particular insurance contract. Subject to any regulatory requirements placed on us, brokerage and fees are earned at the time of the placement of the relevant insurance contract and we will be entitled to retain all fees and brokerage in respect of the full insurance contract period in relation to insurance contracts placed by us (even if you cancel the insurance contract and/or our appointment and/or these terms of business are terminated).

**3.2** If, in addition to the Services, you wish us to perform any services for you requiring additional resources, these will be subject to an additional fee and/or brokerage. In the case of an additional fee payable by you, this will be discussed with you prior to an invoice being issued. If time permits, we will try to agree the additional fee before the services are commenced. If it is not possible to agree the amount of the additional fee in advance, we reserve the right to charge a reasonable fee for the additional services carried out which will normally be based on our standard hourly rate for the staff involved.

**3.3** Occasionally, when placing insurance with a number of insurers, we shall obtain subscriptions by insurers which are in excess of 100% of the cover required (for example, to ensure the risk is placed more evenly with a variety of insurers). In such circumstances, unless otherwise detailed within the terms of the insurance, we shall sign down each insurer's share on a pro rata basis or on a basis that provides the most beneficial premium to you to provide a 100% subscription of the cover required. However, where such signing down is not possible or appropriate, we shall disclose this to you prior to obtaining your instructions to proceed with the placement.

**3.4** We are committed to transparency in our relationship with you. In addition to fees from you and/or brokerage, we may carry out some of the administration associated with your insurance on behalf of, or for the benefit of, insurers and may receive additional remuneration from the insurers for this activity. You have the right to request details of such remuneration. We may also act as reinsurers broker to insurers with whom we have placed your insurance or reinsurance and your insurers or their reinsurers may also remunerate us. Please contact us if you wish to know more.

**3.5** If any payments to be made under these terms of business cannot lawfully be made in the currency specified then this shall not in any way release you from any of your payment obligations to us under these terms of business and we shall be entitled to elect that you make payments in the equivalent value in GB pounds or in the equivalent value in a currency agreed by us.

## 4 Our Obligations and Liability to You

**4.1** We shall exercise reasonable skill and care in the performance of our Services.

## 5 Taxes

We will endeavour to ensure that all relevant premium taxes and/or other parafiscal charges attaching to insurance contracts we have placed are identified. This is based on our knowledge and experience as insurance brokers and risk consultants. However, you or the relevant insurer(s) on risk are responsible for accounting for these taxes. We are not responsible for accounting for any premium taxes or parafiscal charges on behalf of you or the insurer(s) unless there is a legal requirement for us to do so in a specific jurisdiction and this is agreed in writing in advance with you or the insurer(s) as appropriate. We recommend that you obtain specialist advice from your own tax advisors as regard the calculation and payment of premium taxes and parafiscal charges on insurance contracts we have placed on your behalf.

Any fee and/or brokerage payable to us in consideration of us providing the Services to you is expressed exclusive of any applicable value added tax or equivalent tax, duty, impost or levy performing a similar fiscal function.

You may withhold from sums otherwise due to us in respect of the Services any taxes or amounts required by applicable law to be withheld and paid to the appropriate taxing authorities, and you shall increase sums payable to us to ensure that we receive and retain a net sum equal to that which we would have received and retained were no deduction or withholding made. If we subsequently receive a tax credit which is preferable to the increased payment and which enhances our position, then we will reimburse you sufficient to redress the position up to the amount received so long as by doing so it does not prejudice receipt or retention of the tax credit. You shall provide us with copies of all receipts evidencing payment to such authorities of the taxes or amounts withheld.

## 6 Duration and Termination

**6.1** These terms of business and our appointment shall take effect immediately and shall continue with full force and effect until either (i) completion of the Services or (ii) replacement by new terms of business or (iii) termination in accordance with the provisions below.

**6.2** These terms of business may be terminated at any time by mutual agreement, or by either you or us if:

- i. the other is in material breach of a term of these terms of business, and if such breach is capable of remedy, fails to remedy the breach within 30 calendar days of receiving notice specifying the breach to be remedied; or
- ii. the other shall become insolvent, or enter into receivership, liquidation, provisional liquidation or a voluntary arrangement with its creditors, or a party ceases or threatens to cease to carry on business or has an circumstances take possession of, or a receiver or administrative receiver appointed over, all or any part of its assets; or
- iii. either you or we serves not less than 30 calendar days written notice of termination on the other party.

**6.3** With effect from termination (whatever the reason for termination) we shall have no further obligation to perform any of the Services and all sums payable by you shall become due and payable. Where premium is payable in instalments all commission on such premium is immediately due and payable.

We will consider continuing to handle claims on insurance contracts we have placed for you at your request but only if we are able to do so and can agree an appropriate remuneration.

**6.4** The expiry or termination of these terms of business shall not affect any provision of these terms of business which expressly or by implication is intended to survive such expiry or termination. Expiry or termination of these terms of business shall be without prejudice to accrued rights and obligations.

**6.5** Subject to any regulatory requirements placed on us, after termination (whatever the reason for termination) we will not retain copies of any insurance contracts placed by us on your behalf, so you should make appropriate arrangements for their safekeeping.

## 7 Your Responsibilities

**7.1** You agree:

**7.1.1** To pay our fee (if applicable) in accordance with our agreement. Brokerage will normally be deducted on receipt of the premium.

**7.1.2** To pay all premiums and any other charges in line with debit instructions, on or before the due date as set out in our debit note, renewal invitation or new business quotation, as applicable. We will advise you if insurers have imposed a premium payment warranty or condition in which case you will pay the premium within the time specified by insurers. Failure by you to comply with a premium payment warranty or condition may give the insurer the right to cancel your insurance contract, coverage or to refuse to pay any claims under the relevant insurance contract. Please contact us immediately if you may not be, or are not, able to comply with a premium payment warranty or condition. Where premium is payable to an insurer by a certain date, you will pay us in sufficient time for us to clear those funds and make the payment to the insurer by the relevant date. We will not be responsible or liable for the payment of premium on your behalf and will not make any payment to insurers where we have not received cleared funds from you. In the event that we make a payment of any amount on your behalf prior to being in receipt of the relevant funds from you, you will immediately repay that amount on our request. If such sums are not paid, we shall be entitled to recover that amount by means of set-off of any sums owing to you and you agree that we may do so.

**7.1.3** To provide accurate, complete and timely information to enable us to fulfil our obligations under these terms of business including assisting you to make a fair presentation of the risks where relevant. It is understood and agreed by you that it is your responsibility to provide all such information both before and after inception of cover (for example, where there is a change or variation in cover) and on renewal. This responsibility applies whether or not the information is available elsewhere within Aon UK Limited or the Aon Group Members.

**7.1.4** That we shall provide the Services in reliance on the information and data provided by you. Any answers or statements given on a proposal or claim form or any other material document completed by you are your responsibility and should therefore be checked carefully. Unless agreed otherwise in writing, we are under no obligation to investigate or verify the accuracy or completeness of any information or data provided by you and no liability shall arise for any errors or deficiencies in the Services arising out of or based on any such inaccurate or incomplete information or data.

**7.1.5** To review carefully any documentation supplied by us and advise us immediately if any such documentation does not appear to be in accordance with your instructions or requirements.

**7.1.6** To hold harmless, indemnify and keep indemnified Aon UK Limited and any Aon Group Member against all liability that may arise from time to time and against all claims, demands, actions, proceedings, damages, losses, costs (including all legal costs) and expenses whatsoever, arising out of or in relation to any act, omission or breach for which you are responsible, and which are made or brought against Aon UK Limited and/or any Aon Group Member in connection with our appointment hereunder, and

**7.1.7** To notify us or insurers promptly of all claims in accordance with the insurance contract conditions and procedures and to disclose all the information outlined at paragraph 7.2 below.

## 7.2 Your Duty to Disclose Information

**7.2.1** Under the laws of England and Wales, your duties of disclosure will depend on whether you are entering into the insurance contract as a consumer or not. A consumer is defined as an individual (i.e. a person rather than a company or partnership) who enters into an insurance contract (even if this is done through a third party, for example where an employer organises group insurance cover on behalf of its employees) wholly or mainly for purposes unrelated to the individual's trade, business or profession. The position may differ where the insurance contract is subject to the law of another country.

**7.2.2** Your disclosure obligations where you are a consumer: Where you enter into an insurance contract as a consumer, you are under a legal duty to take reasonable care not to make a misrepresentation to the insurer. You will be deemed to have made a misrepresentation without taking reasonable care if you deliberately, recklessly or carelessly answer insurers' specific questions incorrectly. A misrepresentation which is made dishonestly is always to be taken as showing a claim of reasonable care. Depending on the type of misrepresentation made, this could result in your insurance contract being rescinded void (so that claims would not be paid and there would be no cover), the terms of your insurance contract being amended, or insurers reducing proportionately the amount of your claim they may pay to take account of any increased premium that they would have charged.

**7.2.3** Your disclosure obligations where you are not a consumer: You must disclose all material information. Material information is information that would influence an insurer in deciding whether a risk is acceptable and, if so, the premium, terms and conditions to be applied. Under the Laws of England and Wales, failure to disclose to the insurer all such information or a misrepresentation could result in the insurance contract being rescinded void, so that claims would not be paid and there would be no cover.

**7.2.4** In both instances (i.e. when you are a consumer and when you are not a consumer), your disclosure obligations (as set out at paragraphs 7.2.2 and 7.2.3 above) will arise:

Before the policy is entered into – If you become aware that information that you have supplied prior to the confirmation of your insurance contract (even this is after insurers have provided you with a quote) was incorrect or incomplete you should tell us immediately; and

After the policy is entered into – The duty of disclosure is re-imposed when there are changes or variations in cover, when the insurance contract is renewed or extended and when making a claim. In addition, changes which substantially increase the risk, or relate to compliance with a warranty or condition in the insurance contract, must be notified at once. Some insurance contracts contain an express obligation to notify any change in risk.

7.2.5 Please contact us immediately if you are in any doubt as to whether or not information might be disclosable. If you have any concerns that we might not be aware of all relevant information, or if you are unsure whether you are a consumer.

7.3 You agree that you are not undertaking regulated activity. It at any time you are undertaking regulated activity you will immediately notify us.

## 8 Data Protection and Electronic Processing

8.1 Each party warrants that it will duly observe all the requirements of the Data Protection Act 1998 (or any supplementary or replacement legislation).

8.2 You agree that information, including any sensitive information such as criminal convictions or medical conditions, provided by you can be used by Aon UK Limited, Aon Group Members or other third parties (for example suppliers, third party underwriters, insurers or reinsurers) for the purposes of:

- i. providing our services to you;
- ii preventing and detecting fraud or crime, verifying credit information or disclosing information where we are required to do so by law, a regulatory requirement, competent court or other authority;
- iii developing our products and services, our relationship with you and to better understand our customers' requirements (including the marketing of products and services, which may include those of a third party) and
- iv analytics and compiling management information, aggregated data and statistical information.

Where you disclose information to us, including sensitive information, you warrant that you have obtained all necessary consents so that such information can be lawfully used or disclosed by us in the manner and for the purposes anticipated by these terms of business.

8.3 We may transact business on your behalf, including the submission of claims and underwriting information, by means of electronic placement and claims systems. This may require (for example in the case of electronic claims submissions) the submission of documents to a market repository which will be available to insurers. Such market repository may be operated by a third party. It will not be possible for us to withdraw documents from the repository once they have been submitted.

8.4 Due to the global nature of services provided by Aon UK Limited, the data you provide may be transmitted, used, stored and otherwise processed outside of the country where you submitted the information, subject to Aon UK Limited's security policies and in accordance with the Data Protection Act 1998.

## 9 Confidentiality

9.1 Except as set out below, we agree to keep all information received from you confidential and to use it solely for the purpose of providing the Services. Aon UK Limited takes appropriate measures to protect the privacy and confidentiality of its clients as well as comply with applicable laws and regulations.

9.2 This obligation of confidentiality will not apply where you have given written permission otherwise; disclosure is required to satisfy legal obligations, regulatory requirements, Aon UK Limited policy, or in response to a request from law enforcement authorities or other government officials; disclosure is normal to broking industry practice (for example to insurers or prospective insurers); we have assigned, novated or sub-contracted the Service (or any part thereof) in which case we will make the recipient aware that the information is confidential; such information is in the public domain; or the information is rightfully in our possession other than as a result of a breach of any obligation of confidentiality.

9.3 Aon UK Limited and Aon Group Members gather data about their clients and their insurance placements, including but not limited to names, industry codes, policy types, premium and policy expiration dates as well as information about the insurance companies that provide coverage to its clients or compete for its clients' insurance placements.

This information is maintained in one or more databases, including Aon Group Member's Global Risk Insight Platform (GRIP), developed by Aon UK Limited to help carriers strengthen their value proposition to clients and with a focus on creating distinctive value for clients. In addition to being used for the benefit of Aon UK Limited's clients, these databases may be accessed by Aon Group Members for other purposes, including providing consulting or other services to insurance companies (whether as part of Aon Group Member's GRIP services or otherwise) for which Aon Group Members may earn compensation. If you would like a demonstration of GRIP to understand better the value it delivers for our clients, please contact your usual Aon UK Limited representative.

Each Aon Group Member reserves the right to subcontract incidental and non-core aspects of the services provided under this agreement, such as IT infrastructure support, without the prior consent of the client. Subject to the terms of this agreement, the relevant Aon UK Limited entity will remain liable to the client for the acts or omissions of such subcontractors.

9.4 This obligation of confidentiality shall cease to apply three years from termination of these terms of business or termination of our appointment.

## 10 Ownership, Intellectual Property and Use of Information

During the term of our appointment we (or Aon Group Members) may provide or produce reports, data, information, materials, software and other goods in connection with the provision of the Services (collectively "Deliverables"). We own all intellectual property rights in all Deliverables, and in all systems, techniques, methodologies, ideas, concepts, information and know-how developed during our appointment (collectively "Aon Know-How"). No right or licence is granted to you in relation to Aon Know-How.

Subject to the clause headed "Confidentiality" above, we may develop or use Aon Know-How for other clients, whether or not it is reflected in any Deliverables. Deliverables are provided solely for your use and are intended only for the specific purpose for which they are provided. Deliverables may not be disclosed by you or used or relied upon for any other purpose and may not be copied, given or made available to any third party without our prior written consent.

Under no circumstances do we accept any liability or responsibility to any third party for Deliverables.

## 11 International Trade Sanctions

Aon UK Limited follows a strict global policy regarding compliance with international trade sanctions (the "15 Policy"), including in the United States, those administered by the Office of Foreign Assets Control ("OFAC"). Compliance with the 15 Policy is mandatory for all Aon Group Members staff worldwide, and no exceptions to the 15 Policy are permitted under any circumstances. In summary, the 15 Policy covers transactions related to Cuba, Iran, Myanmar (Burma), North Korea, Sudan, E. Syria as well as certain designated persons under applicable EU/UK regimes and OFAC's list of Specially Designated Nationals.

If at any time Aon UK Limited becomes aware that a placement it has been asked to effect (or which directly effected), would constitute, or constitute a breach of the 15 Policy, and/or OFAC regulations, then we will be obliged to take the following steps:

- Where an entire placement is contrary to the 15 Policy, then we may not act.

\* Where we discover that only part of (for example) the geographical (or other) scope of a proposed placement would be in breach of the 15 Policy, then we may effect the placement, provided that the part of the placement constituting the 15 Policy is completely removed from the risk. An instance of this would be a placement which expressly identified risks in a prohibited country as being within the territorial scope of the placement; we could have no involvement in, nor process premium or claims or offer any advice whatsoever, in relation to this element of the placement. Another example would be a reinsurance treaty or reinsurance where one of the reinsurers in a pool is a person prohibited by the 15 Policy.

\* Where we discover that a placement has been effected that covers a country or person prohibited by the 15 Policy (which may occur if the involvement of that jurisdiction or person is not apparent at the time of the placement) then:

- We will need to review whether any further involvement with that specific element of the risk that constitutes the 15 Policy (for example, processing any further premium or claims in relation to it) can still be undertaken.
- We will be able to continue to service any other aspects of the placement that do not contravene the 15 Policy (for example, processing of premium and claims in relation to countries or persons not subject to the 15 Policy).
- We will be able to effect a renewal of the placement, provided those elements of the placement in breach of the 15 Policy are removed from the scope of the placement.

The above represent general examples of steps that we would be obliged to take in certain circumstances, and are provided for illustrative purposes. Each instance of a potential or apparent breach of the 15 Policy is reviewed individually to ensure the 15 Policy is correctly interpreted and applied, and to ensure that we take correct and appropriate action.

## 12 Waiver

A failure at any time by either you or us to enforce any right or obligation shall not be deemed to be a continuing waiver of such right or obligation.

## 13 Assignment

You may not assign your rights under these terms of business without first informing us in writing and obtaining our prior written consent, which we will not unreasonably withhold or delay. We may assign our rights under these terms of business or sub-contract or outsource any of the Services or any other insurance brokering, insurance administration and/or insurance consulting services without your prior consent.

## 14 Entire Agreement and Conflict

These terms of business, including, for the avoidance of doubt, any schedules, demand and needs statement, service level agreement or letter of engagement, constitute the entire agreement between you and us with regard to our appointment and supersede all proposals, prior discussions and representations, oral or written, between both you and us relating to this conflict notice. In the event of any conflict between these terms of business, any schedules, demand and needs statement, service level agreement, the letter of engagement, the letter of engagement, service level agreement, demand and needs statement, schedule and terms of business shall prevail in the order listed, save where this would cause us to be in breach of any legal or regulatory obligations in which case the applicable terms of these terms of business shall take precedence. We shall be sole judge of what constitutes such a breach.

## 15 Severability and Variation

If any term of these terms of business is or becomes or is found by a court or other competent authority to be illegal, invalid or unenforceable, in whole or in part, under any law, such term or provision or part will, to that extent, be deemed not to form part of these terms of business and the legality, validity and enforceability of the remainder of these terms of business will not be affected or impaired. These terms of business may only be amended or varied if agreed by both of us in writing.

## 16 Partnership

Nothing in these terms of business and no action taken by either you or us pursuant to these terms of business will create or be construed as creating a partnership, association, joint venture or other co-operative entity between you and us.

## 17 Third Party Rights

A person who is not a party to these terms of business has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of these terms of business, other than in the case of a provider and/or their respective directors, officers, employees and representatives.

## 18 Use of Co-Brokers

In the event that an intermediary, which is not affiliated with Aon UK Limited, is approached, retained or engaged to assist in the Services by accessing, negotiating, placing or procuring insurance, Aon UK Limited will not be responsible for any such intermediary's failure or refusal to disclose any or all compensation received or contemplated to be received by any such intermediary in connection with the insurance placements, nor for any actual or alleged act, error or omissions by any such intermediary, or any officer, director or employee of such intermediary which is arising in the Services. Under all circumstances, any and all compensation earned in connection with the services by those intermediaries not affiliated with Aon UK Limited shall be in addition to the compensation paid to Aon UK Limited hereunder and to any compensation that you agree may be earned by intermediaries affiliated with Aon UK Limited.

## 19 Force Majeure

We shall not be liable in any way for failure to perform, or delay in performing our obligations under these terms of business if the failure or delay is due to causes outside our reasonable control including, but not limited to, act of God or governmental act, fire, explosion, flood, accident, civil commotion or industrial dispute ("Force Majeure"). In the event of a Force Majeure arising we will notify you as soon as reasonably practicable.

## 20 Notices

Any notice or consent under these terms of business given by either you or us will be in writing and will be delivered personally or sent by first class recorded delivery post to the other's registered address. In the absence of evidence of earlier receipt, any notice or other communication will be deemed to have been duly given if delivered personally, when left at the registered address of the relevant party and signed for (in acknowledgment of receipt) on behalf of the relevant party, and if sent by first class recorded delivery post, three clear business days after posting.

## 21 Governing Law and Jurisdiction

These terms of business shall be governed by and construed in accordance with the laws of England and Wales and any dispute arising out of or in connection with it shall be submitted to the exclusive jurisdiction of the courts of England and Wales.

## 22 Conflicts of Interest

22.1 These terms of business will not prevent us from acting for other clients, who may be your competitors or with whom you may have business dealings. You acknowledge and agree that this may prevent us from advising you of information which has come into our possession by virtue of our acting for another client.

22.2 In the event that we identify a conflict of interest in our providing any of the services to you we will immediately notify you and seek to agree how to continue to provide those services.

## 23 Safeguarding Your Money

23.1 Where we act on your behalf we shall hold premiums due to (re)insurers, any claims payments and/or premium refunds due to you as client money ("Client Money"). During the provision of the Services to you, we and any of our appointed representatives (as defined in law and the FCA Rules) will deposit all payments received in respect of Client Money in a bank account governed by a trust deed that complies with FCA Rules ("Trust Account"). These regulations seek to protect clients against any inability of an (re)insurer broker to transfer premiums to an insurer or to transfer claims payments and/or premium refunds to the client. Client Money subject to Scottish law will be held by us acting as your agent.

23.2 Where we act on (re)insurers' behalf we shall hold money as insurer money ("Insurer Money"). Premiums received by us will be treated as having been received by (re)insurers whereas claims payments and/or premium refunds will only be treated as having been received by you when they are actually paid to you. We may co-mingle Insurer Money with Client Money under the terms of the same trust deed when permitted by the FCA to do so.

23.3 Where we act on your behalf in respect of activities other than insurance mediation activities that are regulated by the FCA we may not be permitted by the FCA to hold Client Money in the same Trust Account as we use for regulated activities. In this case we will hold Client Money in segregated bank account(s) established solely for this purpose.

23.4 The terms of the Trust Account(s) permit us, in line with standard industry practice, to use the money held in the Trust Account ("Trust Monies") on behalf of one client to pay another client's premium before the premium is received from that client and to make claims payments and/or premium refunds to another client before we receive payment from the insurer. However, we are not permitted to use Client Money for any other purpose.

23.5 In the normal course of business and within the standard terms of our Trust Account(s) arrangements, we may place part of the Trust Monies into money market funds. We shall retain sole rights to all interest and earnings received on Trust Monies rather than pay them to you. Under the terms of the Trust Account(s) we are responsible for meeting any trust fund shortfalls arising from this.

23.6 We will pay premiums directly to insurers and receive premium refunds and/or claim payments directly from insurers or their representatives except where we have engaged the services of another intermediary or settlement agent in which case settlements may then be transferred between us and the other intermediary or settlement agent. Should such an intermediary or settlement agent be located outside of the United Kingdom, payments will be made to and from that jurisdiction and will be subject to legal and regulatory regime different from that of the United Kingdom. In the event of a failure of the intermediary or settlement agent, the Client Money may be treated differently from the treatment which would have applied if it were held by an intermediary in the United Kingdom. You may notify us if you do not wish your money to be passed to a person in a particular jurisdiction and we will consider making a payment to an alternative jurisdiction.

23.7 We may deposit Client Money in a client bank account outside the United Kingdom, unless you notify us that you do not wish your money to be held in a particular jurisdiction. In such circumstances, the legal and regulatory regime applying to the approved bank will be different from that of the United Kingdom and, in the event of a failure of the bank, your money may be treated in a different manner from that which would apply if the money were held by a bank in the United Kingdom.

23.8 We believe the above arrangements provide you with significant and effective protection for Client Money. Your agreement to all aspects of these arrangements will be assumed unless an objection is registered with us or written acceptance of our appointed representative prior to your first remittance being received by us.

## 24 Money Laundering Regulations

You agree to provide such evidence and information of your identity and that of your Associates, as we may reasonably require in order to comply with our obligations under money laundering legislation and regulations.

## 25 Time Bar

You acknowledge that there may be a time bar in law for pursuing insurers for payment of your claims. You agree that you will monitor time bar and take legal advice when required. You also acknowledge and agree that we will not be responsible for advising you on time bar issues.

## 26 Complaints

We take customers' complaints very seriously and we aim to ensure that complaints are handled fairly, efficiently and promptly and are resolved at the earliest possible opportunity. In the event that you are unhappy with our Services under these terms of business and/or approaching your usual Aon UK Limited contact, has failed to alleviate your concerns please register a complaint with Aon UK Limited's Central Complaints Team who will ensure that your complaint is referred to an appropriate person.

Aon UK Limited, Central Complaints Team, Briercliff House, Kingsmead, Farnborough GU14 7TE by phone: 01252 768662 by email: Central.Complaints@aon.co.uk

Copies of our internal complaint handling procedures are available on request. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service. Visit [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) for further details.

## 27 Claims

Where we handle claims on your behalf we will do so fairly and promptly. Once insurers have agreed a claim, and payment of the claim has been collected by us, we will promptly arrange settlement with you.

## 28 Financial Services Compensation Scheme ("FSCS")

We are covered by the FSCS. You may be entitled to compensation from the FSCS if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Insurance advising and arranging is covered for 90% of the claim, without any upper limit.

For compulsory classes of insurance (e.g. employer's liability insurance), insurance advising and arranging is covered for 100% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS.

Aon UK Limited is authorised and regulated by the Financial Conduct Authority.



**honours2@aol.com**

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**From:** "Linda Mayne" <broadlandsfarm@btinternet.com>  
**Date:** 10 May 2016 10:46  
**To:** "Denis Winterbottom" <deniswinterbottom@northwarks.gov.uk>; "Jonathan Lane" <Jonathan.Lane@arrowchem.com>; "Simon Freeman" <waitonlyformybootheels@yahoo.co.uk>; "Steve morgan" <the.morgans@waitrose.com>; "Ian Smith" <Ian@wessexheritagetrust.org>  
**Cc:** "Pierre Vettori" <honours2@aol.com>  
**Attach:** Cadeby Parish Council - Ecclesiastical Quote Schedule 2016.pdf; Cadeby Parish Council - Ecclesiastical Remittance Advice 2016.pdf; Came and Company - Statement of Important Information.pdf; Comparison Sheet.pdf; Ecclesiastical - Policy Summary.pdf; TOBA.pdf  
**Subject:** Fw: Cadeby Parish Council - Insurance - Renewal Invitation

Dear All

Please peruse as a decision must be made at the meeting.

Linda Mayne etc

**From:** [Theresa Thorpe](#)  
**Sent:** Thursday, May 5, 2016 12:29 PM  
**To:** [broadlandsfarm@btinternet.com](mailto:broadlandsfarm@btinternet.com)  
**Subject:** FW: Cadeby Parish Council - Insurance - Renewal Invitation

Dear Linda

Thank you for your email received on the 4<sup>th</sup> May regarding the insurance renewal for Cadeby Parish Council which is due for renewal on the 1<sup>st</sup> June 2016.

Please see attached the original renewal invitation email that was sent on the 28<sup>th</sup> April.

Trust this is now received and if you have any queries regarding the insurance please do not hesitate to contact me.

Kind regards

Theresa Thorpe  
 Came & Company Local Council Insurance

1st Floor Offices, 2 Meridian Office Park, Osborn Way  
 Hook, Hampshire RG27 9HY  
 Office Tel: 01256 395020  
 Fax: 01256 395001  
 email: [local.councils@cameandcompany.co.uk](mailto:local.councils@cameandcompany.co.uk)

Parish Council Insurance Brokers Ltd trading as Came & Company Local Council Insurance is an appointed representative of Stackhouse Poland Limited which is authorised and regulated by the Financial Conduct Authority no. 309340. Parish Council Insurance Brokers Ltd, Registered Office: c/o New House, Bedford Road, Guildford, Surrey, GU14SJ. Registered in England and Wales number 07090275.

This email and any attachments to it may be confidential and are intended solely for the use of the individual to whom it is addressed. Any views or opinions expressed are solely those of the author and do not necessarily represent those of Came & Company Local Council Insurance.

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**From:** Theresa Thorpe [mailto:[local.councils@cameandcompany.co.uk](mailto:local.councils@cameandcompany.co.uk)]  
**Sent:** 28 April 2016 14:38  
**To:** 'broadlandsfarm@btinternet.com' <broadlandsfarm@btinternet.com>  
**Subject:** Cadeby Parish Council - Insurance - Renewal Invitation

# CAME & COMPANY

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## LOCAL COUNCIL INSURANCE

**1<sup>st</sup> Floor Offices, 2 Meridian Office Park, Osborn Way, Hook, Hampshire RG27 9HY**  
**Tel 01256 395020 Fax 01256 395001**

Dear Mrs Mayne,

Cadeby Parish Council policy falls due for renewal on 1st June 2016 and I am pleased to confirm that we are able to provide quotations from 3 leading insurers, which are valid for 30 days from the date of the attached quotation schedule. Came & Company Local Council Insurance have based the renewal quotations on the sums insured (index-linked by 1%) and the covers detailed in the Council's previous schedule of insurance.

### Specialist Broking

-

As a specialist, independent insurance broker in the Local Council sector, Came & Company Local Council Insurance are different. We offer more than just comprehensive insurance products for Councils. When you arrange insurance cover with Came & Company Local Council Insurance you can expect:

- Proactive, professional advice and support
- Bespoke and comprehensive cover
- Passion for protecting the work of good people in their communities
- Expert advice to help you prevent against potential issues
- In-house claims assistance from our dedicated Claims Manager, Nick Long
- The opportunity for one of our Account Executives to visit the Council and to provide you with information and assistance
- Resources including newsletters, training sessions and a dedicated website
- A premium that offers best value, the cost of which does not come at the expense of personal service
- The ability to fulfil your standing orders and obtain **three insurance quotations** for your Council

### Principal Sponsor

We continue as principal sponsor of the SLCC, a significant endorsement of our business, and we are rightly proud of this. The first year has been an exciting time, we have not only consolidated our position as an insurer for Parish and Community Councils, but have also provided an alternative market for Town Councils.

We will be present at all SLCC events throughout 2016, and look forward to meeting existing and new clients throughout the year.

### Your Community

Also available through Came & Company Local Council Insurance is our Charity & Not-for-Profit policy which provides the same levels of essential insurance cover offered to our Council clients. This reinforces our belief that good people doing the right thing for their communities must be properly insured whilst doing so.

If there are any such organisations in your area, that you think would benefit from our assistance, we would be delighted to talk to them.

-

### Core Covers

With Came & Company Local Council Insurance you automatically receive the following:

**Public Liability** - Any socially responsible Council should have this indemnity during times of increasing litigation. This will provide protection against your legal liability for bodily injury to third parties or property damage occurring on property for which the Council is legally responsible - as a direct result of the Council's negligence.

**Employers' Liability** - This covers the legal liability of the Council for negligence following death or bodily

injury or disease sustained by Employees, Councillors and Volunteers during and arising out of the course of their employment, including Corporate Manslaughter and Homicide. If the Council has employees then Employers' Liability is a legal requirement.

**Hirers' Indemnity** - If the Council insures a building this covers legal liability for hirers (small groups or individuals - non-commercial) of Council premises, should injury or damage to the property occur during the period of the hire.

**Officials' Indemnity** - This provides cover for legal liability claims arising from any negligent act, error or omission committed in good faith by any employee or official of the Council.

**Libel and Slander** - This cover provides protection against a verbal or written comment, made by the Council, which a member of the public considers to be incorrect or damaging and as a result seeks financial compensation.

**Fidelity Guarantee** - This provides cover against acts of fraud or dishonesty by any official of the Council, or a number of officials in collusion, and any subsequent loss of property.

**Personal Accident** - The Personal Accident section covers Employees, Councillors and Volunteers up to the age of 90 as standard.

**Money cover is included** - Money cover provides for loss of money up to £1,000 to the Council when carried by Employees, for example to and from the bank, together with personal accident assault cover for persons aged between 16-90.

**Property is covered on an all-risks basis.** Theft and Accidental Damage is included as standard.

**Increased Cost of Working** - We automatically provide cover up to £10,000 for a period of 12 months, reducing the financial impact for the Council, should the Council incur additional expenditure as the result of an insured event.

**Loss of Revenue** - We automatically provide cover up to £10,000 a period of 12 months, reducing the financial impact for the Council, should the Council incur a Loss of Revenue as the result of an insured event.

**Commercial Legal Expenses** - This cover provides protection for the Councillors and Clerk acting in their capacity as officials for the Council, against the cost of potential commercial legal disputes, legal advice and representation; including employment, tax and contract disputes.

### **Cadeby Parish Council Quotations**

In addition to the above core covers our insurer panel can provide enhanced levels of protection and additional covers where appropriate.

### **Aviva**

Aviva has been providing insurance to the Local Council sector since 2007 and has an excellent record when it comes to settling claims for our clients.

The Aviva policy benefits from:

- Key person cover of £400 per week up to 26 weeks
- Libel and Slander cover of £250,000
- Motor Policy no claims bonus and policy excess up to £250 per claim
- Defibrillators and Cabinets cover up to £5,000
- Enhanced Hirers Liability of £5,000,000
- Enhanced Legal Expenses cover of £250,000

**This quotation is £421.23 inclusive of insurance premium tax.**

### **Hiscox**

Hiscox entered the Local Council insurance sector in 2014 and are one of the UK's most highly respected insurance companies. Hiscox pride themselves on the excellent concierge claims service they provide to their policyholders.



The Hiscox policy benefits from:

- Key person cover of £250 per week up to max £2,500 in one year
- Legal Expenses cover of £100,000
- Motor Policy no claims bonus and policy excess up to £250 per claim
- Business travel, cancelation and curtailment up to £1,000 for any one claim
- Contract Works cover up to £75,000
- Internet and Email cover up to £50,000
- Crisis Management cover up to £25,000
- Defibrillators and Cabinets cover up to £5,000
- Enhanced Libel and Slander cover of £500,000
- Enhanced Hirers Liability of £5,000,000
- Enhanced Personal accident capital benefit of £100,000 and weekly benefit of £500

**This quotation is £401.17 inclusive of insurance premium tax.**

### **Ecclesiastical**

Ecclesiastical provide industry expertise and bring specific knowledge of heritage buildings, art work and regalia. They pride themselves on the claims service they provide their policyholders.

Ecclesiastical policy benefits from:

- Key person cover of £400 per week up to 26 weeks
- Libel and Slander cover of £250,000
- Hirers Liability of £2,000,000
- Legal Expenses cover of £100,000
- Equipment breakdown cover

**This quotation is £382.06 inclusive of insurance premium tax.**

**Please find attached a comparison sheet noting details of cover for each of the above insurance providers.**

### **Recommendation**

Having checked with our three insurance providers, we recommend Cadeby Parish Council accepts the Ecclesiastical quotation which has an annual premium of £382.06 including insurance premium tax, as this meets the Council's insurance requirements.

Should Cadeby Parish Council wish to enter a 3-year binding agreement with Ecclesiastical, the annual premium can be reduced by a further 5%, giving a premium of £362.96, including insurance premium tax.

The UK Government announced on the 8<sup>th</sup> July 2015 that they are increasing the standard rate of Insurance Premium Tax (IPT). From the 1<sup>st</sup> November 2015, IPT will be increased from 6% to 9.5% for all insurance policies in the UK and this increase is reflected in your renewal premium.

Please see the attached quotation schedule, together with the Ecclesiastical Summary of Cover (including Key Facts). Also attached are Came & Company Local Council Insurance's Terms of Business, Statement of Important Information and Remittance Advice.

**We strongly recommend that you familiarise yourself with these documents as they contain important information explaining the terms under which we operate; including how we handle your payment, and how and why we have selected the insurer. A specimen of the full policy wording is available on request.**

### **Duty of Disclosure**

The duty of disclosure is a fundamental requirement in insurance contracts. You are responsible, on an ongoing basis, for providing us with all material facts relating to the insurance cover we have arranged on

your behalf. **Material facts are those which are likely to affect the assessment and acceptance of the risk being insured. Failure to advise material changes at the earliest possible opportunity may mean that your cover is invalid.** If you are in any doubt as to what facts are considered to be material then you should disclose them to us.

Examples of Material Facts are available on request.

### **Next Steps**

Came & Company Local Council Insurance are the only truly specialist independent Broker in the sector; and when it comes to your insurance matters, we have your best interests at the heart of our business.

We are passionate about protecting the work of good people in their communities, and by providing you with our expert advice we are helping to prevent potential issues. We aim to do these things for a premium that offers best value, the cost of which does not come at the expense of our personal service.

In obtaining renewal quotations from Came & Company Local Council Insurance, we have obtained the best terms and cover for your Council. I trust that you will find our quotation to be competitive and look forward to continuing to provide for your insurance needs.

# CAME & COMPANY

## LOCAL COUNCIL INSURANCE

1<sup>st</sup> Floor Offices, 2 Meridian Office Park, Osborn Way, Hook, Hampshire RG27 9HY  
Tel 01256 395020 Fax 01256 395001 Email [local.councils@cameandcompany.co.uk](mailto:local.councils@cameandcompany.co.uk)

Mrs Linda Mayne  
Cadeby Parish Council  
Broadlands Farm  
Main Street  
Cadeby  
Nuneaton  
Warwickshire  
CV13 6HX

## REMITTANCE ADVICE

Date: 28th April 2016

Client Reference: 1833/1583

Type of Policy	Insurer	Insurer Pol No.	Policy Term	Premium(£)
Ecclesiastical Local Councils Scheme	Ecclesiastical	SC0119736	01/06/2016 to 31/05/2017	£348.91
Sub Total				£348.91
Total Fees				
VAT on Fees				
Other VAT				£0.00
9.5% IPT				£33.15
<b>TOTAL</b>				<b>£382.06</b>

### Please make cheques payable to Came & Company

Please note that cover is not provided until we receive your written instructions.

Should you wish to pay by bacs our bank details are as follows;

Bank of Scotland  
Sort Code: 12-09-49  
Account Number: 10004867

Please quote the payment reference 3067312

**If you wish to take advantage of the 3-year long-term agreement please enclose a cheque for £362.96 and circle as applicable: Yes / No**

Please confirm if you have attached a cheque: **Yes / No**



## **Important Information – Please Read**

You are entitled at any time to request information regarding any commission which we may have received as a result of placing your insurance business.

### **Demands and Needs identified:**

You asked for protection in respect of:

- Employer's liability for employees, councillors and volunteers
- Public liability
- Official's indemnity
- Libel and slander
- Fidelity guarantee, including councillors
- Loss or damage to property excluding subsidence unless indicated
- Personal accident to any employee resulting from an accidental cause
- Loss of revenue and increased cost of working
- Commercial legal expenses

### **Personal Recommendation and our Capacity and Services**

The Came & Company Local Council Scheme with Ecclesiastical provides cover for 12 months.

- In sourcing this policy, we act as your agent
- In placing this policy, we act as both your agent and as an agent of the insurer
- In the event of a claim, we will act as your agent

Ecclesiastical has been selected from a limited range of providers (a list of providers used is available upon request) and is recommended because of:

- Their level of cover
- Their level of service
- Premium cost
- Their expertise in dealing with claims
- The length of time they have been established
- Their knowledge in this field

This policy has been recommended as it meets your insurance cover requirements listed in the attached quotation and email, in addition to your demands and needs listed above.

### **This policy meets your demands and needs.**

### **Factors highlighted by us:**

Please check your schedule, endorsements and warranties as well as your policy wording. Cover is for 12 months from the date of inception, unless otherwise indicated.

In our professional opinion all this information combines to make this a suitable policy for you based upon the facts given by you and the accessible information we already hold about you.

Please check that all the information contained in this statement and quotation is correct and complete and contact us immediately if this is not the case.

Warning: This document is not intended to be a statement of cover.  
Please refer to the insurer summary of cover and policy document for this information.

## Core Cover Comparison

Covers	Limit of Indemnity	Aviva	Hiscox	Ecclesiastical
Public Liability	£10,000,000	Yes	Yes	Yes
Hirers Liability	£5,000,000	Yes	Yes	£2,000,000
Employers' Liability	£10,000,000	Yes	Yes	Yes
Officials Indemnity	£500,000	Yes	Yes	Yes
Libel and Slander	£250,000	Yes	£500,000	Yes
Employee Dishonesty	£150,000	Yes	Yes	Yes
Personal Accident	£50,000/£250 pw	Yes	£100,000/£500 pw	Yes
Commercial Legal Expenses	£100,000	Yes	Yes	Yes
Money	£1,000	Yes	Yes	Yes
Loss of Revenue	£10,000	Yes	Yes	Yes
Increased Cost of Working	£10,000	Yes	Yes	Yes
Motor No claims Excess and Bonus	£250 each	Yes	Yes	No
Contents (away from premises)	£5,000	Yes	Yes	Yes
Defibrillators and Cabinets	£5,000	Yes	Yes	Yes
Keyman cover	£400 pw up to 26 weeks	Yes	£250 pw up to max £2,500 in one year	Yes
Business Travel	£1,000	No	Cancellation and curtailment only; option to purchase full cover	No
Equipment Breakdown	In line with property sum insured	No	No	In line with property sum insured
Contract Works	£75,000	No	Yes	No
Internet/Email	£50,000	No	Yes	No
Crisis Management	£25,000	No	Yes	No

Parish Council Insurance Brokers Ltd trading as Came & Company Local Council Insurance is an appointed representative of Stackhouse Poland Limited which is authorised and regulated by the Financial Conduct Authority. Our Firm Reference Number (FRN) is 309340.

Registered office: New House, Bedford Road, Guildford, Surrey, GU1 4SJ | Registered in England No: 7090275

# summary of cover

FOR THE LOCAL COUNCIL SECTOR



UNDERWRITTEN BY



PROVIDED BY



**came&company**  
local council insurance

Version 1

# Charity and Community Insurance

## Local Council policy

### Why choose Ecclesiastical

We've been insuring not-for-profit organisations for over 125 years. Today, we insure thousands of the nation's charities and not-for-profit organisations of all sizes and complexities – including youth and children's charities, pastime clubs, advice and support groups and many more.

Voted best charity insurer<sup>1</sup> for the last seven years running by insurance brokers, we've developed a flexible, specialist product that meets the varying needs of different types of charities as well as community interest companies, social enterprises and other not-for-profit and voluntary organisations.

### Why charities vote us best charity insurer

Brokers name our experience in the charity market and comprehensive cover as just two of the reasons why they consider us the best charity insurer. Other reasons to choose Ecclesiastical include:

- Our claims approach – 94% of customers are extremely satisfied with our claims service<sup>2</sup>
- Flexible, specialist cover – our Charity and Community insurance can be tailored to your organisations' needs
- Our charitable ownership – we're owned by a registered charity – Allchurches Trust Ltd – and every year we give all our available profits to charity, making us one of the top 10 corporate donors in the UK<sup>3</sup>.

We also offer charity-specific risk management guides free of charge to all Ecclesiastical policyholders which include advice on planning events, working with vulnerable groups and much more. And, in many cases, we also offer a free buildings insurance valuation<sup>4</sup>.

<sup>1</sup> In research conducted by FWD, an independent market research company 2013, of those brokers who named an insurer in the survey, the majority voted Ecclesiastical as the best insurer for charity.

<sup>2</sup> Source: Ecclesiastical Settled Claims Satisfaction Survey 2014.

<sup>3</sup> Source: Directory of Social Change 2013/2014.

<sup>4</sup> Terms and conditions apply.

### Why choose the Local Council policy

This insurance policy is designed to meet the needs of legally recognised charities, community interest companies, social enterprises and other not-for-profit and voluntary organisations that operate for the benefit of the community. The policy offers a wide range of optional covers providing truly comprehensive cover.

The policy offers you insurance for:

- Your buildings, contents and stock.
- Your loss of revenue and/or additional costs following an interruption caused by a property damage claim.
- Your legal liability towards employees, volunteers or members of the public following an accident for which you are responsible.
- Your trustees', councillors', officers' or directors' legal liability for errors or omissions in the management and administration of your affairs.
- Your legal expenses arising from a range of legal issues.
- Your money.
- Your loss of money or goods as a result of the dishonesty of employees or volunteers.
- Your goods whilst in transit by road, rail, post or sea.
- You or your employees being unable to work because of an accident.
- Your loss of revenue or the depreciation of your financial interest in the premises following the withdrawal of the certificate that allows you to run your business.
- Your legal liability for negligent acts, errors, omissions or negligent breach of duty arising from the provision of your professional services or advice.

- 
- The policy is underwritten by Ecclesiastical Insurance Office plc.
  - This policy summary does not contain full details and conditions of the insurance – these are located in the policy wording.
  - We will send the policy to you after you have taken out the insurance, but it is available beforehand from us or your advisor, on request.
  - The policy contains full details of our complaints procedure should you have a complaint against Ecclesiastical

Insurance Office plc. If you're not satisfied with our response, you may have the right to take your complaint to the Financial Ombudsman Service. This complaints procedure does not affect your right to take legal proceedings.

- The policy shall be governed by and construed in accordance with the law of England and Wales unless your central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply.



# Property damage (buildings, contents and stock)

In the event of a claim, settlement for buildings and contents will be on a reinstatement basis. Reinstatement basis does not apply to stock.

## Features and benefits

- Wide range of insured risks such as fire, storm, flood & malicious damage with optional covers such as theft, glass breakage, accidental damage, subsidence and terrorism.
- Inflation protection – automatic index-linking or the option of 'Day One' with 15% uplift to the sums insured (or higher uplifts at your request).
- For buildings, subject to eligibility, as a value-added service at no additional charge, our surveyors can provide advice regarding the sums to be insured.

### Automatic extensions include:

- Bequeathed buildings up to 10% of sum insured or £250,000 and bequeathed contents up to £50,000 (£5,000 per item).
- Raffle prizes and donated goods for fund-raising events up to £1,500 any one claim.
- Cover for personal belongings of directors, trustees, councillors, officials, partners, employees, residents and authorised volunteers whilst in your premises up to £2,500. Limit of £1,000 for visitors.
- Up to £5,000 'all risks' cover, in any one period of insurance, for unspecified contents away from the premises anywhere in the UK. This includes up to £500 per person (£250 per item) for personal belongings. Option to specify items and extend cover to Europe or Worldwide.
- Up to £10,000 for reasonable measures you take to avoid impending damage by an insured event.
- Loss or theft of keys up to £5,000 in any one period of insurance if theft cover is operative.

## Significant or unusual exclusions or limitations

- Excluding the excess the amount of which will be agreed with you and confirmed on the policy schedule.
- If the premises become unoccupied, untenanted or not in use, you must tell us. Cover will reduce to fire, lightning, explosion and aircraft unless we agree otherwise.
- Cover for sports pavilions and changing rooms during seasonal closure is subject to compliance with inspection and risk management requirements.
- You must at all times keep the sums insured at a level that represents full value. If you do not, your claim may be reduced in proportion to the degree of underinsurance (but not if our surveyors' sum insured advice applies).

# Equipment breakdown

*Note: automatic cover if Property damage selected.*

## Features and benefits

- Pays to repair or replace electrical or mechanical equipment which breaks down. This includes lifts, central heating and air conditioning systems, office equipment and retail equipment such as bar code scanners and credit card payment systems.
- Breakdown of computers anywhere in the EU, whilst in your or your employees' custody or control, up to £250,000 in any one period of insurance, if the cost is not recoverable under a maintenance agreement.
- Business interruption cover for covered equipment up to £30,000 in any one period of insurance, subject to the Business interruption section of cover being operative.

## Significant or unusual exclusions or limitations

- The limit in any one period of insurance is the relevant sum insured under the Property damage section or £5,000,000 whichever is the less.
- Any equipment manufactured by you for sale.
- In private dwellings: kitchen and food preparation equipment, laundry and cleaning equipment and audio-visual equipment.
- Breakdown caused by computer viruses or hacking.
- Gradual deterioration or wear and tear.
- The excess under this section will be the same as the excess that applies under the Property damage section.

# Business interruption

## Features and benefits

- Covers loss of revenue and the increased running costs of your organisation following an event insured under the Property damage section.
- You choose your loss of revenue annual sum insured. This includes additional costs of working in order to minimise a loss of revenue. Cover is provided up to a period which can be 12 months, 18 months, 24 months or 36 months (the maximum indemnity period).

### Automatic extensions include:

Loss of revenue or additional expenses following:

- Specified disease, food poisoning, accidentally caused defective sanitation and vermin happening at your premises. Cover applies if restrictions are then placed on the premises by the competent local authority. The specified diseases that we cover are listed in the policy document. The standard limit is £250,000 or 25% of the loss of revenue sum insured, whichever is the less. This limit can be increased upon request.
- Prevention of access to the premises following damage to a neighbouring property by a cause which is covered under your policy.
- Death of Patron. Pays up to £25,000 any one period of insurance if you are affected by the death or immoral act of your Patron.
- Other venues. Pays up to £10,000 any one incident if your organisation is affected by damage at premises where you are carrying out an exhibition or event.
- Accidental failure of the supply to your premises of electricity, gas, water or telecommunications up to £10,000.

## Significant or unusual exclusions or limitations

# Employers' liability

## Features and benefits

- Cover against legal liability for injury to employees, £10,000,000 inclusive of all legal costs and expenses (£5,000,000 if terrorism-related).
- Cover for reasonable costs (with our prior consent) to employ a marketing and/or public relations firm to help minimise the risk of damage to your reputation following an incident which could result in adverse publicity, provided that the incident, in our opinion, could result in a claim under this section. Limit of £25,000 for any one incident and in any one period of insurance.

## Significant or unusual exclusions or limitations

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# Public & products liability

## Features and benefits

- Cover against injury to others or damage to their property. Standard limit is £10,000,000. Legal costs and expenses payable in addition.
- We include most fund-raising activities under your control anywhere in the UK.

### Automatic extensions include:

- Officials indemnity up to £100,000 (£50,000 for loss of documents) in any one period of insurance, inclusive of all legal costs and expenses. Choose the separate Officials indemnity section if you require a higher limit.
- Libel and slander up to £250,000 in any one period of insurance, inclusive of all costs and expenses.
- Private hirers' indemnity up to £2,000,000, inclusive of costs and expenses, for persons who hire your premises for a private social event on not more than three occasions a year per hirer.
- Overseas personal liability. When you are overseas on business this covers your personal liability up to the limit of indemnity or £5,000,000 whichever is the less.
- Legal costs and expenses for defending prosecutions under the Health and Safety at Work Act, Consumer Protection Act or Food Safety Act, up to the limit of indemnity or £500,000.
- Legal costs and expenses for defending prosecutions under Corporate Manslaughter legislation up to the limit of indemnity or £5,000,000, whichever is the less, for all claims in any one period of insurance.
- Cover for reasonable costs (with our prior consent) to employ a marketing and/or public relations firm to help minimise the risk of damage to your reputation following an incident which could result in adverse publicity, provided that the incident, in our opinion, could result in a claim under this section. Limit of £25,000 for any one incident and in any one period of insurance.

## Significant or unusual exclusions or limitations

- Legal costs and expenses for claims arising from the USA or Canada are included within the limit of indemnity.
- Cover for acts of terrorism is limited to the limit of indemnity or £5,000,000, whichever is the less.  
No indemnity for premises of 40 storeys or more and no indemnity for sports stadia, exhibitions, theatres or music venues where attendance may exceed 1,000 people at any one time.
- Officials indemnity extension excludes liability arising from employment disputes.
- Libel and slander extension excludes intentional libel or slander.
- Private hirers' indemnity excludes liability arising out of hazardous activities such as the use of a bouncy castle and liability from food and drink supplied by a professional caterer.

# Officials indemnity

Officials indemnity cover is on a 'claims made' basis, which means it covers claims made against you – and notified to us – during the period of insurance. Therefore we must be notified as soon as possible of any claim or any circumstances likely to give rise to a claim.

## Features and benefits

- Covers the personal liability of trustees, officers, councillors, employees or voluntary workers arising from errors or omissions they make in the management and administration of the organisation.
- Provides indemnity to the organisation for wrongful acts by trustees, officers, councillors, employees or voluntary workers arising from errors or omissions they make in the management and administration of the organisation.
- Includes defence costs and expenses for actual or alleged pollution resulting from a wrongful act.
- Includes legal costs and expenses following proceedings initiated by any government department or agency to examine your affairs.
- Limit of indemnity £500,000 in any one period of insurance, including legal costs and expenses.
- Includes emergency costs and expenses up to a maximum of 10% of the limit of indemnity.
- Provides an indemnity to trustees whilst acting as a trustee of another not-for-profit entity at the request of the insured organisation.
- Up to £50,000 in any one period of insurance for lost or damaged documents, inclusive of all legal costs and expenses.
- Up to six years protection for retired trustees, directors, officers, councillors or members of the management committee.
- Cover for reasonable costs (with our prior consent) to employ a marketing and/or public relations firm to help minimise the risk of damage to your reputation following an incident which could result in adverse publicity, provided that the incident, in our opinion, could result in a claim under this section. Limit of £25,000 for any one incident and in any one period of insurance.

## Significant or unusual exclusions or limitations

- Excludes claims or circumstances which may give rise to a claim known to you at the start of the cover.
- Bodily injury and property damage (other than damage to documents) are excluded.
- Excludes dishonest, fraudulent or criminal acts.
- Excludes the administration of any pension fund or scheme.
- Excludes employment disputes.
- Excludes legal action brought outside the European Union, Channel Islands or Isle of Man.
- Cover for outside boards will only operate in excess of any more specific cover.

# Professional indemnity

Professional indemnity cover is on a 'claims made' basis, which means it covers claims made against you – and notified to us – during the period of insurance. Therefore we must be notified as soon as possible of any claim or any circumstances likely to give rise to a claim.

## Features and benefits

- Covers your legal liability for wrongful acts arising from the provision of your professional services or advice.
- It includes your legal liability as a business following the dishonest acts of members of your staff and authorised volunteers.
- A range of limits of indemnity are available from £100,000 to £5,000,000, for all claims in total, made in any one period of insurance.
- Cover is given on the basis that legal costs and expenses are payable in addition.
- Covers the policyholder and their partners (past and present) and employees.
- Covers unintentional libel and slander and breach of confidentiality.
- Includes extensions for loss of documents and data protection issues, up to £50,000 for all claims in total, made in any one period of insurance.
- Cover for reasonable costs (with our prior consent) to employ a marketing and/or public relations firm to help minimise the risk of damage to your reputation following an incident which could result in adverse publicity, provided that the incident, in our opinion, could result in a claim under this section. Limit of £25,000 for any one incident and in any one period of insurance.

## Significant or unusual exclusions or limitations

- The consequences of any circumstances known to you at the commencement of this cover which may give rise to a claim.
- Cover for dishonesty of an employee is excluded where there has previously been reasonable cause for suspicion of dishonesty or fraud by the employee in question.
- Any claims arising out of treatment, clinical trials or abuse.
- Any legal action brought in a court of law outside the European Union.
- Standard excess of £500, £1,000 or £2,000 depending on your revenue.

# Legal expenses

*Note: to ensure an expert service the cover under this section is arranged by us in conjunction with DAS Legal Expenses Insurance Company Limited (DAS).*

## Features and benefits

- Standard limit of £100,000 to protect your legal position on a range of employment or business disputes. Other limits available on request.
- In civil claims it must be more likely than not that the insured person will recover damages or make a successful defence of their claim. Option to purchase wider Employment Practices Legal Protection cover whereby we will defend employers at employment tribunals with no dependency on the likelihood of success.
- Compensation awards – where we agree to cover your claim under employment disputes, we will also pay any compensation award up to £1,000,000 for all claims in any one period of insurance.

## Optional covers

- Statutory licence protection – we will represent you in appealing to the relevant authority following loss of your licence, mandatory registration or British Standard Certificate of Registration.
- Contract disputes and debt recovery – we will pursue your legal rights in a dispute arising from an agreement for the sale, hire or purchase of goods or services and help to recover money and interest due.

## Value-added service (All provided by DAS)

- Helplines: Commercial legal advice, Tax advice and Counselling for proprietor and employees.
- Employment Manual – offering online employment guidance.
- DAS businesslaw – offering online business law guidance. Some services are only available for a fee.

## Significant or unusual exclusions or limitations

- Costs and expenses incurred before DAS's written acceptance of a claim.
- Claims reported more than 180 days after you should have known about the incident.
- Statutory registration/licence cover excludes licence appeals relating to motor vehicles.
- If wider Employment Practices Legal Protection cover is selected, compensation awards cover will be subject to you bearing 10% of the cost of compensation claims subject to a minimum of £1,000. For some risks, an audit by DAS of employment practices will be required.
- If contract disputes and debt recovery is selected, disputes over breaches of professional duty and debts that are older than 90 days are excluded.



# Money

*Note: where mentioned, 'business hours' means any time when anyone with responsibility for money is in attendance at the premises for the purpose of your organisation.*

## Features and benefits

- £250,000 for non-negotiable money such as crossed cheques, money orders and vouchers.
- Cover for cash in transit, on site or in a bank night safe. Limit £1,000.
- £500 for any other loss.
- Losses due to dishonesty of employees – £2,000 per employee and £5,000 in total any one period of insurance.
- Fraud and identity theft – covers fraudulent use of credit and debit cards used in connection with your business, £1,000 per card any one period of insurance. Also covers any reasonable and necessary expenses you incur if your identity is used by a third party to obtain credit, against your knowledge, £1,000 for all claims in any one period of insurance.

## Optional extension

- Assault extension. Provides benefits for injury if the proprietor or an employee is injured due to a robbery or hold-up. Limits up to £25,000 for death or permanent total disablement and £250 per week for temporary total disablement. Up to £200 hospital benefit, £500 for emergency medical treatment.

## Significant or unusual exclusions or limitations

- Cash over £3,000 whilst in transit unless accompanied by at least two persons. For cash over £5,000 we require three persons. A professional security firm is required if over £10,000.
- Employee dishonesty cover requires the loss to be discovered within 28 days of its occurrence.
- Assault extension:
  - Temporary total disablement benefits after 104 weeks.
  - Persons under the age of 16 or over the age of 80 years.
- Fraudulent use of credit cards where the issuer's terms have not been complied with, or losses arising from fraudulent use by the policyholder and/or the directors, trustees or partners.
- Identity theft costs must be agreed by us in advance.

# Fidelity

## Features and benefits

- Covers loss of your money or goods caused by an act of fraud or dishonesty by an employee, including councillors, or volunteer.
- You can choose to cover 'all employees' and/or 'all volunteers'. In conjunction with this, cover on a 'named basis' is also available.
- You choose the limit of indemnity you require for employees. Standard limit of £5,000 provided for all volunteers.

## Significant or unusual exclusions or limitations

- Cover will be subject to you complying with minimum standards of control in respect of supervision, accounting procedures and checking the security of money or goods.
- Standard excess £250.

# Goods in transit

## Features and benefits

- Your goods, with a sum insured selected by you, can be covered for accidental damage whilst in transit by road vehicles operated by you or a haulier. Also whilst being sent by parcel, post, rail or sea.
- Cover for damage to drivers' clothing and personal effects up to £500.
- Transits can be anywhere in the UK and the Republic of Ireland.

## Significant or unusual exclusions or limitations

- The most we will pay will be the maximum value of goods carried by any one vehicle or consignment and in the event of underinsurance any payment will be proportionately reduced.
- Theft where your employees or volunteers are involved.
- Goods spoiled by the failure of a vehicle's refrigeration equipment.
- Conditions apply in respect of theft from unattended vehicles.
- Excluding the agreed excess.

## Personal accident

### Features and benefits

- You can insure your permanent employees, councillors, trustees and authorised volunteers against accidental bodily injury incurred whilst working for your organisation.
- Limits £50,000 for death or permanent total disablement and £250 per week for temporary total disablement. Up to £200 hospital benefit, £500 for emergency medical treatment.
- Cover for persons over 16 up to 80 years of age.
- Cover for disappearance of the insured person up to £10,000 any one claim.

### Significant or unusual exclusions or limitations

- Certain hazardous sports or activities as detailed in the policy.
- Temporary total disablement benefits after 104 weeks.

## Loss of registration/licence

### Features and benefits

- Covers the depreciation of your financial interest in the premises or your loss of revenue following the withdrawal of the certificate that allows you to run the business. Standard limit of £100,000. Higher limit of £250,000 available.
- We also cover your premises licence granted under the Licensing Act 2003 if you hold one.
- See the Legal expenses section for cover for legal costs in appealing when your registration or licence may be lost.

### Significant or unusual exclusions or limitations

- Losses caused by your own acts or omission.

# Notes

For further information on any  
of our products or services,  
please speak to your broker.

Or visit us at

**[www.ecclesiastical.com](http://www.ecclesiastical.com)**



Beaufort House, Brunswick Road,  
Gloucester GL1 1JZ

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## TERMS OF BUSINESS

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**T**his document sets out the terms upon which we agree to act for our clients and contains details of our regulatory and statutory responsibilities. It also sets out some of your responsibilities. Please contact us immediately if there is anything in these Terms of Business which you do not understand or with which you disagree

### About Us

Parish Council Insurance Brokers Limited (PCIB) of 1st Floor, 2 Meridian Office Park, Osborn Way, Hook, Hampshire, RG27 9HY is an Appointed Representative of Stackhouse Poland Ltd which is authorised and regulated by the Financial Conduct Authority (FCA) to sell general insurance products. Stackhouse Poland's FCA register number is 309340. This information can be checked on the FCA's Register by visiting its website: [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0845 6061234.

### Products & Services

We offer a bespoke range of general insurance products and services and will, by requesting information from you to assess your demands and needs, advise you accordingly.

- For commercial products we select insurance products from limited range of insurers the names of whom are available on request.

If we ever choose a product which falls outside the above selection criteria, we will tell you before you agree to take out or renew that particular policy.

For business insurance, we will tell you at inception and at every renewal date capacity in which we are acting.

We have been granted authority by certain insurers to underwrite business and to administer claims on their behalf.

### Methods of communication

We will normally communicate with you by post, telephone and, where available, fax or e-mail, in addition to any meetings we may have with you. Please let us know if you would prefer not to receive communications by any specific medium.

### Market Security

We only place business with insurers who meet our minimum financial guidelines, using public information to assess this, unless otherwise instructed by you. We cannot and do not, however, guarantee the solvency of an insurer

either at inception of a policy or on a continuing basis.

If you have any concerns regarding the choice of insurer you should advise us immediately so that we may discuss the issue with you.

We do not accept liability for claims settlements or return premiums relating to policies held with an insurer who has become insolvent. We will, however, provide all available information to assist you in submitting a claim to the liquidators, receivers or similar.

### Claims

All claims, potential claims or incidents which may give rise to a claim should be reported immediately, either to us or to the insurer claims line telephone number provided to you. In certain circumstances late notification may result in your claim being rejected.

Thereafter it is your duty to render all assistance and documentation as requested and to disclose all facts material to the claim and to ensure you comply with policy terms and conditions. Failure to do so may cause insurers to decline the claim.

If the claim involves damage to your property, please do not dispose of damaged items and/or authorise repair work (except in an emergency or to prevent further damage) until we or your insurers advise that you may do so.

If your claim involves damage to third party property or injury to persons please pass copies of all correspondence, including solicitors' letters, to us immediately and unanswered. Any attempt to negotiate or respond to the incident without prior reference to your us or your insurers might prejudice your cover.

Where we are empowered by an insurer to settle a claim we will inform you that we will be acting on behalf of the insurer, not you, at the point of the claim.

You should be aware that a claim arising after renewal of the policy has been invited might affect the assessment and acceptance of renewal by your insurers.

### Risk Information

The terms of any insurance that we arrange on your behalf will be based upon the information provided by you to us or to your insurers.

If you are a commercial customer, or someone buying insurance mainly for purposes related to your trade, business or profession, you must disclose all 'Material Facts' to us or your insurers both at the outset and throughout the period of insurance cover. Material Facts are all the items of

information that may influence the insurer's decision over cover or the terms of your insurance. The most serious consequence of failing to disclose material information before you take out insurance and throughout the period of insurance could be the invalidation of your cover. In that instance it would mean that a claim will be rejected.

### **Policy Terms & Conditions**

All policies contain conditions and exclusions and some contain warranties and excesses. It is your responsibility to examine the document to ensure that it meets with your requirements and that you understand any policy conditions, limits, warranties and the like. A breach of policy condition may result in non-payment of a claim and breach of a warranty may invalidate the cover.

If there are any discrepancies or if you require clarification on any point please contact us for advice.

We will forward, on request, a specimen copy of the policy wording for your information prior to you making any commitment.

### **Documentation**

Our aim is to produce documentation and issue correspondence in a clear and understandable format. In the event of any uncertainty we would ask you to let us know immediately. Our staff are always happy to clarify the cover provided.

We recommend that you keep all policy documents, certificates, cover notes, policy endorsements and the like, sent to or received from us, in a safe place for your own protection, for as long as a claim is possible under the policy. If your policy includes Employers' Liability insurance it is prudent to keep a copy of all Employers' Liability certificates issued.

Please note that, in accordance with the Road Traffic Act, it is your responsibility to ensure you are in possession of a valid, current cover note or certificate of insurance before using or permitting the use of a vehicle on a public highway.

### **Payment of Premiums & Charges**

Payment may be made by cheque, bank transfer and, depending on the insurer, credit or debit card. In addition some clients may be able to spread payments through insurers' instalment plans or a credit scheme with a finance provider for which there is likely to be an additional charge. We will provide full details of available payment options when providing quotations and at renewal.

Payments due must be paid to us by the inception or renewal date, which will be advised to you, unless otherwise agreed. Failure to meet this requirement may result in insurers cancelling the policy and imposing a time-on-risk charge.

In the absence of your instructions to the contrary before expiry date we will automatically renew your policy if payment is usually made by direct debit.

### **Our Remuneration**

Our remuneration will be either a fee, as agreed with you, or brokerage, which is a percentage of the insurance

premium paid by you and allowed to us by the insurer with whom the insurance contract is placed. If appropriate, and with your consent, we may receive a fee and brokerage. The amount of any remuneration we receive as a result of placing your insurance business will be disclosed on request.

In the ordinary course of our business we sometimes earn income in the form of management/administrative expenses. These are allowed to us by insurers to cover costs incurred in carrying out work on their behalf and in the form of volume, growth or profitability payments. We may also receive income from providers of premium financing companies where, with your agreement, we have made such arrangements on your behalf.

We may sometimes earn income for provision of other services to you, which will be agreed with you on an individual basis.

In the event of a policy being cancelled mid term, and not replaced by another policy, we reserve the right to retain the fee or brokerage earned on the original transaction.

### **Documentation charges**

We may charge an administration fee to cover the cost of document production in respect of new business, renewals, mid term adjustments and providing copies of lost documentation. Any such fees will be advised to you before you incur a liability to pay them and separately itemised.

### **Complaints**

Whilst we hope we always meet or exceed our service standards we recognise that, occasionally, things may go wrong. Should you have any cause to complain about our service this may be done verbally or in writing and should be directed to The Compliance Officer, New House, Bedford Road, Guildford, Surrey, GU1 4SJ, telephone number 01483 407440.

If you cannot settle your complaint with us you may be entitled to refer it to the Financial Ombudsman Service. You can find out more about this by visiting the FOS website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### **Confidentiality & Security**

We will treat all your personal information as private and confidential to us and will only disclose this in the normal course of arranging and administering your insurance, arranging finance or handling claims, even when you are no longer a client. We may use the information to provide you with details about other services or products we feel may be of interest to you unless you advise us, in writing, that you do not wish us to do so. We will not disclose personal information about you to any other party except:

- When you ask us to or give us permission
- If we have to because we are regulated by the FCA
- If we have to by law

Calls to PCIB may be recorded for compliance and training purposes. We are registered under the Data Protection Act 1998 and undertake to comply with the Act in all our dealings with personal data.

## Quotations

Unless stated otherwise in our documentation all quotations provided for new insurances are valid only for a period of 30 days from the date of issue.

You should be aware that quotations may change or be withdrawn if the information given to us or your insurers in proposal forms or declarations differs from that provided at the time the quotation was issued.

## Insurance Premiums

When we collect insurance premiums for onward transmission to insurers, and we receive return premiums due to clients from insurers, these will be passed to and from our Principal, Stackhouse Poland Ltd, in accordance with the periodic segregation provisions of the FCA's Client Money Rules. Stackhouse Poland holds premiums in a Non-statutory Trust in accordance with FCA rules. The Deed of Trust Client Bank Account, in accordance with FCA rules. The Deed of Trust permits us to use the account to make advances of credit from time to time to our clients, in order to fund their premiums and claims, subject to strict conditions. In dealing with us you agree to our holding client money in this way. A copy of the Deed of Trust is available on request.

Interest will not be paid to clients in respect of money held in client bank accounts.

## Document Retention

We are required to retain client records in a secure environment for a period of time. After they have ceased to be current our policy is then to arrange for secure destruction of these records unless we have received specific instructions from you not to do so. If this is your wish, you should advise us, now, in writing.

## Limit of liability

It is a regulatory requirement that we carry professional indemnity insurance. For the avoidance of doubt the full limit of our liability to you in respect of any negligent act or omission is £20m. We will not be liable to you for any indirect or consequential losses, costs, expenses or other claims for consequential compensation which arise out of the services we provide to you.

## Financial Services Compensation Scheme (FSCS)

PCIB are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim without any upper limit.

For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim without upper limit. Further information about the compensation scheme is available from the FSCS.

## Cancellation of policies

If you wish to cancel your policy you may be entitled to a refund of part of your premium as long as no claims have occurred during the time you have been on cover. The refund due may not necessarily be proportionate to the remaining period of cover. Additionally, you should note the following:

- Insurers do not normally allow refunds in cases where a minimum and deposit premium has been charged
- Cancellation may not be possible until you return your certificate of insurance to us or your insurers
- Cancellation of a direct debit does not necessarily cancel a policy and any balance of premium owing may be requested by the insurers.

When your policy ends or is cancelled, we will send you any documentation and information to which you are entitled on request.

## Conflicts of interest

As independent insurance brokers we act as the agent of our client. We are subject to the law of agency which imposes certain duties on us. We also have proper regard for the interests of others, including the insurers for whom we also act.

Where we become aware of any actual or potential conflict of interest we will inform you of the situation, the options available to you and obtain your consent before we carry out your instructions.

## Changes to your cover

We will normally deal with requests to increase or amend cover on the day your instructions are received, or the next working day if a weekend or public holiday. Sometimes changes cannot be processed without obtaining additional information. If additional information is required we will contact you as quickly as possible.

We will confirm changes to your policy, once agreed, in writing. We will also advise you of any extra premiums you must pay or premiums we must return to you

## Receipt of instructions

We do not consider instructions to arrange or change cover sent to us by post, electronic mail or facsimile to have been received until they reach the relevant personnel in our offices. Furthermore we do not accept instructions left on telephone answering equipment.

We do not accept responsibility for instructions which do not reach us due to failures in the postal, electronic or telecommunications systems

## Transferred business

We may take over the servicing of insurance policies which were originally arranged through another insurance broker or intermediary, or directly with an insurer. We do not accept liability for any claim arising out of the advice given by that broker, intermediary or insurer, nor for any errors, omissions or



gaps in your current insurance protection.

We would ask you to contact us without delay should any aspect of a policy which has been transferred to us cause you concern or if you need an immediate review. Otherwise we will endeavour to review all transferred policies as they fall due for renewal.

### **Termination of authority**

You may terminate our authority to act on your behalf with 14 days written notice or as otherwise agreed. Termination is without prejudice to any transactions already initiated which will be completed according to these Terms of Business unless otherwise agreed in writing. You will be liable to pay for any transactions or adjustments effective prior to termination and we will be entitled to retain any and all fees or brokerage payable in relation to policies placed by us prior to the date of termination.

### **Governing Law**

This Agreement, which sets out the terms of our relationship with you, will be governed by and construed in accordance with English Law and any dispute arising under it shall be subject to the exclusive jurisdiction of the English courts.



**Registered Office: 1st floor, 2 Meridian Office Park, Osborn Way, Hook, Hampshire, RG27 9HY**

**Tel: 01256 395020 [www.parishinsurance.co.uk](http://www.parishinsurance.co.uk)**