

HORSFORD PARISH COUNCIL CO-OPTION POLICY

Introduction

Co-option is a recruitment process to fill parish councillor vacancies. Parish Councils are able to co-opt new councillors after an election when all vacancies have not been filled, or when a councillor resigns, becomes disqualified or dies. The following procedures outlines the process for the co-option of councillors in both election and non-election years.

Procedures in a non-election year

1. On receipt of a resignation or notification of death of a councillor, the Clerk will contact Broadland District Council to request a formal notice of vacancy. The Clerk will display the notice on the Parish Council's noticeboards, website and social media pages. If after the statutory 14-day period a by-election has not been claimed by at least ten electors then the Parish Council is free to co-opt. The Clerk will advertise locally to encourage people to apply.
2. The Clerk will ask prospective candidates to:
 - Complete an application form providing personal details, information to support their application for consideration by members of the Council together with a written summary covering their reasons for wishing to become a councillor.
 - Attend a Parish Council meeting at which their application is to be considered.
3. Prospective candidates will be provided with relevant information on the responsibilities of being a Parish Councillor, qualification criteria and the nature of their duties and will also be advised that the Parish Council is not obliged to co-opt any member if it is felt that candidates are not suitable. The importance of regular attendance will be stressed, as well as the need to advise of absence from a meeting. It is also expected that new Councillors will attend appropriate training as recommended by the Chairman of the Parish Council.
4. The Clerk will circulate to all members of the Council, with the appropriate Agenda pack, the application form and any additional information provided by the candidates. If necessary an extraordinary meeting of the Parish Council will be called to specifically consider the co-options.
4. At the co-option meeting, candidates will be given five minutes maximum to introduce themselves, give information on their background and experience and explain why they wish to become a member of the Parish Council. The process will be carried out in public session and there will be no private discussions between councillors prior to a vote being taken. After candidates have finished giving their submissions, members will vote by a show of hands. At the request of a councillor, the voting shall be recorded so as to show whether each member present and voting gave his vote for or against that item.
6. In order for a candidate to be elected onto the Parish Council, it will be necessary for them to obtain an overall majority of votes cast (50% + 1 of the votes available at the meeting). If there are more than two candidates and there is no candidate with an overall majority in the first round of voting, the candidate with the least number of votes will drop out of the process. Further rounds of voting will then take place with the process repeated until a candidate has an overall majority.
7. If insufficient candidates come forward for co-option, the process should continue, whereby the vacancies are advertised again.

8. A Successful candidate must sign their Declaration of Acceptance of office before they can act as Councillor. A Register of Interest must also be completed and returned to the Clerk within 28 days of their appointment. This register is published on the South Norfolk Council website.

Procedures in an election year

9. If following the close of nominations at an ordinary election of the Parish Council there is a quorum of elected members but some outstanding vacancies, the Clerk will advertise for interested candidates (as already detailed above) after the date of the election. The Council is able to co-opt at any time after the election. The procedures outlined from number 2 above will then be followed.

Horsford Parish Council – Application form for co-option to the Parish Council

Name:	Sean Dick
Home telephone: Mobile telephone: Address: Email address:	
<p>Please detail below why you consider you would be the best candidate for this vacancy. Points to cover should include the following:</p> <ul style="list-style-type: none"> • Length of residence in the Parish (if appropriate) • Membership and involvement with any community associations within the Parish or elsewhere • Particular interests and concerns relating to the Parish • Any previous appointments as a Parish, District or County Councillor (if appropriate) • Any professional or work-related experience which could be utilised for the benefit of the Parish? <p>If you wish to provide additional written information in support of your application this will be copied to all Councillors and treated in strict confidence.</p> <p>If necessary, please continue on a separate sheet of paper.</p> <p>In my current employment I am an operations Manager running 3 sites for the Community Sports Foundation, I am used to hearing concerns of customers and getting things sorted with sticking to budgets, I love helping the community through my job.</p> <p>I have lived in the Horsford area for the last 2 years; in this time, I have sign up to play for Horsford Cricket Club (4's) plus the over 40's team.</p> <p>With regards to Horsford it's a place I am getting to know and that will not stop, I love talking to all sorts of people from all walks of life. This will be the first time I would be involved in anything like this.</p> <p>My place of work is at The Nest in Horsford, we see a lot of communities in The Nest from disabilities to people from other countries when they come to us for a residential.</p> <p>I love to help people and love to talk with people.</p>	

Eligibility Criteria

In order to be eligible for co-option as a Parish Councillor you must be a British citizen, or a citizen of the Commonwealth or the European Union; and on the relevant date (that is the day you are co-opted/elected) be aged 18 years or over. Additionally you must be registered as a local government elector and meet one of the following qualifications:

I have during the whole of 12 months on the relevant date resided in the parish or within 3 miles of it or

I have during the whole of the 12 months, occupied as owner or tenant, land or other premises in the parish or

My principal or only place of work during those 12 months has been in the parish

(Please tick as appropriate)

1. Under Section 80 of the Local Government Act 1972, a person is disqualified from being elected as a Parish Councillor or being a member of the Local Council if he/she:
 - Holds any paid office or is employed by the Parish Council (other than the office of Chairman) or of a joint committee on which the Parish Council is represented or
 - Is a person who has been adjudged bankrupt or has made a composition or arrangement with his/her creditors (but see below) or
 - Has, within five years before the day of co-option/election or since his/her co-option/election been convicted in the UK, Channel Islands or Isle of Man of any offence and has been sentenced to imprisonment (whether suspended or not) for not less than 3 months without the option of a fine or
 - Is otherwise disqualified under Part III of the Representation of the People Act 1983 for corrupt or illegal practices.

Notes:

- *Disqualification for bankruptcy ceases in the following circumstances:*
 - i. *If the bankruptcy is annulled on the grounds that either the person ought not to have been adjudged bankrupt or that his/her debts have been fully discharged.*
 - ii. *If the person is discharged with a certificate that the bankruptcy was caused by misfortune without misconduct on his/her part.*
 - iii. *If the person is discharged without such a certificate.*

In the case of i or ii above, the disqualification ceases on the date of the annulment and discharge respectively. In the case of iii above, it ceases on the expiry of 5 years from the date of discharge.

I Sean Dick..... (name) hereby confirm that I am eligible to apply for the vacancy of Councillor at Horsford Parish Council and the information given on this form is a true and accurate record. I further confirm that I agree to Horsford Parish Council retaining this form for a period of six months from the date of this application (if unsuccessful) or for the duration of my period in office (if successful). I understand that Horsford Parish Council will only use my details for co-option purposes.

Signed..... Date.....06/03/26.....



FIRE RISK ASSESSMENT REPORT

Regulatory Reform (Fire Safety) Order 2005

Eastern Security Systems LTD Company Registration. Number: 12328548

Unit 2 Oaktree Business Park, Basey Rd, Norwich Norfolk.

NR13 6PZ

Tel No. 01603 932300 Email address: enquiries@easternss.co.uk

FIRE RISK ASSESSMENT REPORT

Responsible person (e.g., employer) or person having control of the premises:

Committee/Social Club Horsford CIC

Address of premises:

Horsford Social Club, Holt Road Horsford. Norwich. NR10 3DN

Person responsible for Fire Safety at the premises:

Nick Wilson

Person(s) consulted:

Jackie Carter

Assessor:

Steven Duffin

Date of fire risk assessment:

27th November 2025/revised date 9th March 2026

Date of previous fire risk assessment:

6th November 2024

Suggested date for review:

26th November 2026

This fire risk assessment should be reviewed by a competent person by the date indicated above or at such earlier time as there is reason to suspect that it is no longer valid, or if there has been significant change in the matters to which it relates, or if a fire occurs.

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Statement:

'It is the policy of **Committee/Social Club CIC** to protect all persons including employees, visitors, contractors, and members of the public from potential injury and damage to their health which might arise from work activities.

We will provide and maintain safe working conditions, equipment, and systems of work for all employees, and to provide such information, training, and supervision as they need for this purpose.'

We will ensure that in place is suitable and sufficient arrangements to measure the performance of current fire safety measures and ensure that reviews are completed to comply with current legislative standards.

INTRODUCTION

The purpose of this document is to provide an assessment of the risk to **Life Safety** from fire in these premises, and, where appropriate, to make recommendations to improve the fire safety measures. Secondary benefits for mitigating damage to property by fire are also included, but no guarantee can be given that a fire will not occur. This report is based upon subjective observations noted at the time of the audit and is measured against both good practice and recommended guidance.

Omission of any statement does not necessarily mean that those standards were satisfactory during this time but that observations may not have been made, or information/access provided.

The report is based in part on information provided by others during the audit.

No liability whatsoever is accepted for the accuracy of such information.

ESS Ltd has no control over the premises audited, no control over business compliance with any procedures that we recommend and no control over staffing levels or any other factor that might affect the efficiency of any fire safety management system.

The responsibility for the fire safety of the premises rests with the Trustees of the business.

The report constitutes neither a warranty of future results by **ESS Ltd** nor an assurance against the risk.

Non-invasive inspections only were undertaken within the premises/equipment.

Not all fire safety related points noted might be recorded, often only examples are given to highlight types of risk.

The GOV.UK web site www.gov.uk/dclg is a source of further information that may be accessed free of charge.

This document contains a Fire Safety Assessment report, which covers a number of established headings. Information on potential control measures may be included even when standards are accepted to act as a reference guide and to assist in the understanding of the reasoning behind comments made.

This is a living document which guides rectification and upgrade works as part of the planned preventative maintenance regime on the site. It also serves to facilitate upgrade/improvement works appertaining to fire related matters which will be part of a strategic development plan for the site. Information for the completion of this assessment was obtained by visual inspection of the work areas, inspection of records and drawings (where available) and discussions with employees where required. Please note that the fire alarm, detection, and emergency lighting system have been visually inspected only and that no destructive or intrusive tests have been carried out.

Competent Person. The Competent Person in relation to the survey underpinning this fire risk assessment and the author of this report is Steven Duffin.

Responsible Person. The Responsible Person as defined under the RRO in relation to all premises is considered to be the Trustees of the business.

Executive Summary. A full fire safety audit of all buildings on the site was undertaken. The premises continue to maintain full compliance with fire safety legislation. The fire safety management at the site serves to enhance the resilience of the premises on the site to fire on a continual basis, and as part of the organisation's longer-term plan. Fire safety arrangements for the premises are in compliance with the Regulatory Reform (Fire Safety) Order 2005.

Fire Scenarios. The most likely scenarios of a fire occurring in the premises are:

- Arson as a consequence of trespass.
- Arson by a reckless disgruntled member of staff or public.
- Electrical fault/overheating within fixed wiring on site.
- Electrical fault/overheating within portable electrical equipment.
- Ignition of combustible material during/following maintenance work.
- Ignition of combustible material from use of open fire, naked flames.

While this list is not exhaustive it should serve to give focus to the issue of a fire occurring and consequently preventative measures as cited in this document complimented by control measures within specific risk assessments relating to the premises activities should be implemented at all times.

There are two sections in the matrix:

A. The chance of a fire starting (**Probability of Ignition**) is classed as:

1. Low
2. Medium
3. High

B. The risk that it poses to relevant persons (**Potential consequences for life safety**) is classed as:

1. Slight Harm
2. Moderate Harm
3. Extreme Harm

Depending on where the **Probability of Ignition** and **potential consequences** lines meet will indicate the subjective assessment of the audit.

The following simple risk level estimator is based on a more general health and safety risk level estimator of the type contained in BS 8800:

Probability of Ignition	Potential consequences for life safety		
	Slight Harm	Moderate Harm	Extreme Harm
Low	Trivial Risk	Tolerable Risk	Moderate Risk
Medium	Tolerable Risk	Moderate Risk	Substantial Risk
High	Moderate Risk	Substantial Risk	Intolerable Risk

Taking into account the fire prevention measures observed at the time of the fire safety audit, it is my considered opinion that the hazard from fire (probability of ignition) within these premises is:

Medium

Taking into account the nature of the premises, the occupants, as well as the fire protection and procedural arrangements observed during the fire safety audit; it is my considered opinion that the consequences for life safety in the event of fire would be :

Slight Harm

Accordingly, the overall risk assessment of the premises is deemed to be a:

Tolerable Risk

Risk Assessor: Steven Duffin

ESS Ltd

Date: 8th December 2025/revised 9th March 2026

Risk Level	Action and Timescale
Trivial	No action is required, and no detailed records need to be kept.
Tolerable	No major additional controls required. However, there might be a need for improvement that involve minor or limited cost.
Moderate	<p>It is essential that efforts are made to reduce the risk. Risk reduction measures should be implemented within a defined time period.</p> <p>Where moderate risk is associated with consequences that constitute extreme harm, further assessment might be required to establish more precisely the likelihood of harm as a basis for determining the priority for improved control measures.</p>
Substantial	Considerable resources might have to be allocated to reduce the risk. If the building is unoccupied, it should not be occupied until the risk has been reduced. If the building is occupied, urgent action should be taken.
Intolerable	Building (or relevant area) should not be occupied until the risk is reduced.

In this context, a definition of the terms used in the matrix is as follows:

Low: Unusually low likelihood of fire as a result of negligible potential sources of ignition.

Medium: Normal fire hazards (e.g., potential ignition sources) for this type of occupancy with the fire hazards generally subject to appropriate controls (other than minor shortcomings).

High: Lack of adequate controls applied to one or more significant fire hazards, such as to result in significant increase in likelihood of fire.

Light Harm: Outbreak of fire unlikely to result in serious injury or death of any occupant (other than an occupant sleeping in a room in which a fire occurs).

Moderate Harm: Outbreak of fire could foreseeably result in injury (including serious injury) of one or more occupants, but it is unlikely to involve multiple fatalities.

Extreme Harm: Significant potential for serious injury or death of one or more occupants.

NB. Before any work or alterations to the premises are undertaken, all interested legislative organisations should be consulted and informed of your intentions.

All standards quoted are subject to change and therefore should be checked before committing yourself to any alterations. If as a result of an inspection by the enforcing authority you have been given advice that does not comply with current Government fire safety guides it is advised that you ask for any deviation to be confirmed in writing.

Action Recommended

In general, a suitable risk-based Action Plan involving effort and urgency that is proportional to the risks identified should be considered following completion of the fire risk assessment.

The risk assessment result is based on the situation found to be present at the time of the audit and is based on the subjective professional opinion of the author.

To reduce the risk to persons and the property from the effects of a fire, it is recommended that you implement the significant findings listed within the Action Plan.

Fire Risk Assessment Review

The fire risk assessment and fire safety measures (including procedures) must be reviewed on a regular basis. Normal guidance suggests that this should be annually unless there is another trigger which may require a review to be undertaken sooner.

Reasons that may cause a review to take place sooner are:

- Incidents, such as a fire or even a near miss
- Incidents by third parties
- Changes are proposed or made to a workplace process/activities/substances and materials
- Physical/structural changes to a workplace
- Changes in number of types of relevant persons (young persons, those with disabilities) in the workplace

If an amendment to legislation or new legislation is made, the fire risk assessment may need to be reviewed to ensure compliance.

Legislation

The main Relevant Statutory Provisions and or guidance documents that may be applicable to the various sections of this Fire Risk Assessment are:

The Regulatory Reform (Fire Safety) Order 2005 (RRFSO).

Health and Safety at Work etc. Act 1974.

The Management of Health and Safety at Work Regulations 1999.

The Health and Safety (Safety Signs and Signals) Regulations 1996.

Equality Act 2010.

BS 5839 – 1: 2025 Fire detection and fire alarm systems for buildings.

BS 5266 – 1: 2016 Emergency lighting.

Building Regulations &c. (Amendment) Regulations 2016.

BS 9999 – 2017 Fire safety in the design, management, and use of buildings.

BS 7671:2008+A3:2015 Requirements for Electrical Installations. IET Wiring Regulations.

BS EN3-10:2009 Portable fire extinguishers.

BS5306-3:2017 Annex A & B Fire extinguishing installations and equipment on premises.

Building Safety Act 2022.

FIRE SAFETY AUDIT

Regulatory Reform (Fire Safety) Order 2005

General Information The premises -		
Maximum number of floors in the building:	One.	
Brief details of construction	The premises being assessed is predominantly constructed brick on block work with Internal partitions being solid block walls plastered construction to define compartmented areas. The premises consists of a main entrance-social club-bar and sitting area-toilets-stage-pool area-cellar. There is an outside dining area with a designated food prep and a cooking station. The adjoined village hall and conference room is not part of the fire risk assessment.	
Type of evacuation:	The evacuation policy is a simultaneous evacuation.	
Main use of the building: Times the premises are in use:	Social Club 5pm-11pm Mon-Fri. 12am-close Saturday and Sunday	
Have you been issued with any of the formal notices listed below by the enforcing authorities in respect to the fire safety arrangements within the premises under the Regulatory Reform (Fire Safety) Order 2005:		No
<ul style="list-style-type: none"> • Alternation notices • Enforcement notices • Prohibition/Restriction notices 		
Occupancy Profile		
Maximum number of persons in the site/building at any one time:	Day	Night
	Employees 4 240 max people	Employees 4 240 max people
Overview of the occupants	At the time of assessment, we were advised the customers may have different levels of need.	
Occupants especially at risk from Fire		
Sleeping occupants	No	
Disabled/mobility impaired	No employees, maybe customers	
Hearing or vision impaired	No employees, maybe customers	
Occupants in remote areas, lone working/isolated areas of the building.	A cleaner may often be lone working	
Lone Working Policy in place?	A policy should be in place for the cleaner	
Young persons:	No staff, maybe customers	
Others	Visitors to the premises, clients, and contractors, in many cases they will be familiar with the building layout, others will not.	
Relevant Fire Safety Legislation	The Regulatory Reform (Fire Safety) Order 2005	
Other guidance and legislation used to compile this assessment	<ul style="list-style-type: none"> • Building Regulations • BS9999 • Control of Substances Hazardous to Health Regulations • Equality Act 2010 • Health & Safety (Consultation with Employees) Regulations • Health & Safety (First Aid) Regulations • Health & Safety (Safety Signs and Signals) Regulations • Health & Safety at Work act • Personal Protective Equipment at Work Regulations • Reporting of Injuries, Diseases and Dangerous Occurrences Regulations • Dangerous Substances and Explosive Atmospheres Regulations 	

SECTION 1

Sources of Ignition

Section 1: Sources of Ignition (Electrical)		
1.1	Has the main fixed electrical installation been periodically inspected and tested as per current guidelines?	Yes
1.2.	Were there any priority 1 issues identified in the report? Please note. (Electrical Installation Condition Report (EICR) superseded the Periodic Inspection Report (PIR) in January 2012) Periodic Inspections Report Defect Codes 'Priority 1: Urgent Attention Required'. EICRO Classification Code 'C1: - Danger present – risk of injury and immediate remedial action required. Any C1 observation should be reported immediately in writing to the person responsible for the site; including action taken to remove or mitigate the risk.'	No
1.3.	Has any priority been rectified?	N/A
1.4.	Is there a procedure for the testing of portable appliances on a risk assessed basis?	Yes
1.5.	Is there a suitable policy in place regarding the use of personal electrical appliances?	Yes
1.6.	Is a register of all portable appliances maintained with the premises?	Yes
1.7.	Is there suitable limitation and management of electrical trailing leads and adaptors?	Yes
1.8.	Are there any obvious examples of electrical equipment not being provided with suitable ventilation?	No
1.9.	Are there any examples of damaged electrical equipment?	No
1.10.	Is the location of the main electrical switchgear known and identified?	Yes

Comments and Deficiencies Observations: Section 1

We were able to confirm when the mains electrical test and inspection is next due 18/03/2030. Please note commercial properties should have a test and inspection on the mains income every five years or less and this is currently being carried out. If extension leads were noted in use to supply domestic appliances etc., Ideally, they should be routed or fixed to the wall to prevent damage to the cables, you must make sure they are not overloaded and before you plug in and use the appliances in an extension lead or socket, make sure you know what the total of the current rating (the amperage) and the wattage of those appliances is. The total current rating cannot exceed the maximum current rating of the lead, and the wattage cannot exceed 3000W. Otherwise, the plug in the wall socket can overheat and possibly cause a fire. We would recommend that employees are advised to visually check plugs, sockets, and leads for damage periodically and report any faults to their line manager. These arrangements can assist to reduce the likelihood of fires occurring. PAT was last carried out on all appliances 12/2024. PAT testing should be carried out at suitable intervals when required.

Please see examples below of what are the ratings of the most commonly used domestic appliances used.

Domestic Portable Appliance	Amps Used	Watts Used
Laptop	<0.5	65 - 100
Mobile phone charger	<0.5	<12
Kettle	13	3000
Satellite TV box	<0.5	30
Printer	<0.5	50
Radio	<0.5	40
Radiator	8.5	2000
DVD player	<0.5	28
Hair dryer	10.0	2200
Landline cordless telephone charger	<0.5	10
Computer monitor	<0.5	100
Desktop computer	3.0	700
Television 42" HD	0.5	120
Games console	0.86	<200
Washing machine	10	2200
Toaster	9.0	2000
Tumble dryer	11.0	2500
Dishwasher	10.0	2200
Iron	12.5	2800
Microwave	4.5	1000
Vacuum cleaner	9.0	2000
Radiator (oil filled)	13.0	3000

Section 1: Sources of Ignition (Smoking)		
1.11.	Is smoking prohibited in close confines to the building?	Yes
1.12.	Is there any evidence of smoking inappropriate locations?	No
1.13.	Is the smoking area well managed with suitable/separate receptacles for discarded smoking materials and other combustible materials?	Yes
<p>Comments and Deficiencies Observations: Section 1 A no smoking policy is in place in accordance with current legislation. The smoking area is outside to the rear of the premises. No remedial actions were observed at the time of the assessment.</p>		
Section 1: Sources of Ignition (Arson)		
1.14.	Do the security arrangements against the entry of unauthorized persons onto the site and/or into the building appear to be reasonable?	Yes
	Is the building subject to security patrol visits when not occupied?	No
1.15.	Are there combustible materials/structures in close proximity to the building which may present a risk to the premises?	No
1.16.	Are there any openings or other weaknesses in the building that would allow the introduction of an ignition source or flammable liquid?	No
1.17.	Is the site well illuminated?	Yes
1.18.	Is a monitored security system installed?	Yes
<p>Comments and Deficiencies: Section 1 The premises has a burglar alarm and CCTV. No remedial actions were observed at the time of the assessment.</p>		
Section 1: Sources or Ignition (Portable Heaters)		
1.19.	Are portable heaters used within the premises?	No
1.20.	Are suitable measures taken to minimize the hazard of ignition of combustible materials when portable heaters are being used?	N/A
<p>Comments and Deficiencies Observations: Section 1 If portable heaters are being used, they need to be PAT tested on an annual basis and when in use the user should ensure there are no easily combustible materials in close proximity and the heaters are turned off and unplugged at the end of the day . No remedial actions were observed at the time of the assessment.</p>		

Section 1: Sources or Ignition (Fixed Heating Installations)		
1.21.	Are there fixed heating/air conditioning installations used within the premises?	Yes
1.22.	If yes, are they subject to regular servicing?	Yes
1.23.	Are suitable measures taken to minimise the hazard of ignition of combustible materials as a result of these installations?	Yes
<p>Comments and Deficiencies Observations: Section 1 We were advised the fixed heating system is gas central heating. You must make sure a service is carried out on an annual basis. No remedial actions were observed at the time of the assessment.</p>		
Section 1: Sources or Ignition (Catering Facilities)		
1.24.	Are deep fat fryers provided within the kitchen?	N/A
1.25.	Is there a method of remotely isolating the fuel/power to the cooking appliances and for shutting down the extraction system?	N/A
1.26.	Is there an automatic and/or manual fire suppression system installed above the cooking range? (Fryers over .4m ²)	N/A
1.27.	Are the cooking filters and associated extraction ductwork subject to regular cleaning?	N/A
1.28.	Are there minor catering facilities within these premises?	Yes
<p>Comments and Deficiencies Observations: Section 1 The premises has an outside cooking area including a BBQ. An additional interior kitchen is being built at the bottom of the premises. This has not yet been established but will require a further fire risk assessment when in place.</p>		
Section 1: Sources or Ignition (Lightning Protection)		
1.29.	Does the building have lightning protection system installed?	No
1.30.	Is the system subject to regular testing and maintenance?	N/A
<p>Comments and Deficiencies Observations: Section 1 No remedial actions were observed at the time of the assessment.</p>		

Section 1: Sources or Ignition (Hazards introduced by Contractors and Building Works)		
1.31.	Have fire safety procedures been explained and imposed on both external contractors and in-house maintenance staff?	When necessary
1.32.	Is there satisfactory control over works (including use of hot work permits where appropriate) by external contractors and in-house maintenance personnel?	Yes when carried out
<p>Comments and Deficiencies Observations: Section 1 No remedial actions were observed at the time of the assessment.</p>		
Section 1: Other significant fire hazards that warrant consideration		
1.33.	Are there any other fire related hazards that require identification? Examples of fire related hazards may include: <ul style="list-style-type: none"> • Naked flames, candles, open fires, and tea lights • Hot processes that may produce sparks and create friction • Chemical reactions that are exothermic • Lighting hazards such as incandescent bulbs close to combustible materials 	No
<p>Comments and Deficiencies Observations: Section 1 No remedial actions were observed at the time of the assessment.</p>		

SECTION 2

Sources of Fuel and Oxygen

Section 2: Dangerous Substances		
2.1.	Are dangerous substances used or stored within these premises? (i.e., substantial quantities of alcohol, white spirits, flammable liquids, or materials).	Yes
2.2.	Where applicable, have such substances been stored in suitable areas and in containers away from possible sources of ignition, to include issues of chemical reactivity and compatibility?	N/A
2.3.	Are all fume cabinets maintained and operated within the current British Standard BS 7989:2001 Specification for Re-circulatory Filtration Fume Cupboards?	N/A
2.4.	Where applicable, has a risk assessment been carried out as per the Dangerous Substances and Explosive Atmosphere Regulations 2002?	N/A
2.5.	Are there suitable receptacles for the safe disposal of contaminated materials?	N/A
<p>Comments and Deficiencies Observations: Section 2 Due to the nature of the business, there is alcohol stored within the premises. There is a gas bottle for the BBQ enclosed in a secure fence. A secured gas cage is also present to the rear of the premises.</p> <p>No remedial actions were observed at the time of the assessment.</p>		
Section 2: Housekeeping		
2.6.	Are combustible materials separated from ignition sources?	Yes
2.7.	Do the arrangements for the storage of waste materials present a risk to the building?	No
2.8.	Are there any examples of damaged foam filled furniture?	No
2.9.	Is the standard of housekeeping adequate?	Yes
<p>Comments and Deficiencies Observations: Section 2 You must review the housekeeping generally throughout the premises considering the two main elements of the fire triangle. Keep fuel away from an ignition source and you will not have a fire under most circumstances. There were no issues at the time of this audit, and we would advise that careful management and vigilance on a day to day basis is the only control measure in reality that can be suggested.</p> <p>All furniture should comply with the furniture and furnishings (fire) (safety) regulations 1988. Curtains and linen should be of a durable flame-retardant fabric or inherently flame-retardant fabric. Standards that need to be taken into account are BS5867-2 A, B & C the standards detail the requirement for flame retardant materials.</p> <p>No remedial actions were observed at the time of the assessment.</p>		

SECTION 3

Measures to Limit Fire Spread and Development

Section 3: Measures to Limit Fire Spread and Development		
3.1.	Is the building subdivided into fire resisting compartments?	Yes
3.2.	Are there breaches in fire walls, ceilings, and floors and/or surrounding pipes and cables?	No
3.3.	Are there any known voids beneath floors, above ceilings and anywhere else that could allow unseen fire spread?	Yes
3.4.	Have fire dampers been installed in ductwork, ventilation grills etc. Where they pass through compartment walls, floors, or ceilings?	N/A
3.5.	Are there unprotected lift shafts or other vertical shafts that would allow fire and/or smoke to spread?	No
3.6.	Is there a reasonable limitation of the use of linings on walls or ceilings which may promote fire spread in all areas?	Yes
3.7.	Do the fire doors meet the required standards?	No

Comments and Deficiencies Observations: Section 3

Any breaches in walls or ceilings where pipework or cables pass through should be made good with a suitable fire-resistant material to maintain the fire integrity of the element of construction in which it is located. This makes good sense from a property protection perspective to prevent the spread of fire within the compartmentation of the building.

Overall, the walls in the premises do not present a surface spread of flame hazard (fire will not travel along the surfaces as they are non-combustible) and in general the building has suitable compartmentation for life safety purposes.

In general, the building has suitable compartmentation for life safety purposes. Compartmentalisation is a frequently used term within the fire industry and is one of the core principles of Passive Fire Protection (PFP). An example of compartmentalisation would be the installation of (minimum) 30-minute fire rated barriers separating each distinct area throughout a property. The creation of layered pockets of fire resistance ensures a fire can be contained within a relatively small area and therefore enables people to exit the building safely and minimises any damage to the property.

Please note that all fire doors in the property should be a minimum standard of FD30 and the gap between the fire door and frame should be 2mm to 4mm wide, this will offer at least 30 minutes protection against fire, smoke, and comply with BS EN 1634-1:2014.

It is advisable to carry out an audit at regular intervals of all fire doors to ensure that they are in good repair, functional and all the intumescent strips are in good condition.

Deficiencies.

Intumescent strips and smoke seals are to be fitted to the cellar fire door and the damaged door frame repaired.

There was a small amount of smoke seal missing on the fire door from the main area to the toilet corridor fire door.

SECTION 4

Means of Escape

Section 4: Means of Escape		
4.1.	Are the premises provided with a reasonable means of escape in the event of a fire?	Yes
4.2.	Is there a reasonable distance of travel where there is escape in a single direction only?	Yes
4.3.	Is there a reasonable distance of travel where there are alternative means of escape?	Yes
4.4.	Are there an adequate number of fire exits?	Yes
4.5.	Are all exits easily and immediately openable?	Yes
4.6.	Do the fire exits open outwards in the direction of travel where appropriate?	Yes
4.7.	Do the final exits lead to a place of ultimate safety?	Yes
4.8.	Are there routine checks undertaken of final exit doors and security fastenings?	Yes
<p>Comments and Deficiencies Observations: Section 4</p> <p>Good housekeeping and site tidiness are important to prevent fire and to ensure that emergency routes do not become obstructed.</p> <p>Escape is generally considered in four distinct 'Stages' as follows.</p> <p>Stage 1 – escape from the room or area of fire origin. Stage 2 – escape from the compartment of origin via the circulation route to a protected stairway or an adjoining compartment offering refuge. Stage 3 – escape from the floor of origin to the ground level. Stage 4 – escape at ground level away from the building.</p> <p>It is important that each floor plan of a building indicates the shortest route(s) to a place of comparative or ultimate safety should an emergency evacuation be triggered, e.g., by the sounding of the fire alarm. The width of final exit doors and the escape routes leading to them will dictate the maximum number of people who can safely occupy that floor or a specific area within it under normal conditions of operation. The rear exit gate releases automatically on the sound of the fire alarm.</p>		

Section 4: Means of Escape		
4.9.	Are escape routes clearly identified?	Yes
4.10.	Are all stairways, corridors and lobbies kept free from combustible storage and furniture at all times?	Yes
4.11.	Are all stairways, ramps and steps which comprise the means of escape both internally and externally maintained in a safe condition with even and non-slippery surfaces?	Yes
4.12.	Are internal escape routes protected by fire resistant construction where required?	Yes
4.13.	Are external escape routes protected by fire resistant construction where required? (Any opening within 1.8m horizontally or 9m vertically).	N/A
<p>Comments and Deficiencies Observations: Section 4</p> <p>Escape routes that do not constitute a normal means of leaving a building should be properly signed with signs that conform to the requirements of the health and safety (Safety Signs and Signals) Regulation 1996. These make use of pictograms showing the running man, an open door, and directional arrows. Text only signs are no longer acceptable on their own and indeed there were not issues at the time of the assessment.</p> <p>All corridors were kept clear of any combustible materials, furniture etc. at the time of this assessment.</p> <p>No remedial actions were observed at the time of the assessment.</p>		

Section 4: Means of Escape		
4.14.	Are all escape routes free from obstruction?	Yes
4.15.	Is there a periodic inspection of the condition of all external escape staircases and pathways?	N/A
4.16.	Is there a procedure for ensuring the safety of external escape stairs and pathways during inclement weather?	N/A
4.17.	Do electrically operated doors release on activation of the fire alarm or upon a power failure?	N/A
4.18.	Where fire doors are held open with automatic devices can it be confirmed that they close automatically on operation of the fire alarm?	N/A
4.19.	Are all double leave doors fitted with selector devices where appropriate to ensure that the doors close effectively?	N/A
4.20.	Are there suitable fire precautions for any inner rooms?	N/A
4.21.	Has the maximum occupancy of the premises been determined where appropriate?	Yes
4.22.	Are persons asked if they have any issues regarding their personal evacuation from the building during their induction process or during refresher training?	Yes
4.23.	Are suitable arrangements that are not reliant on assistance from the fire and rescue service made for the evacuation of mobility impaired persons or any other persons with impairments?	N/A
4.24.	Are there always sufficient personnel trained and available to assist with the evacuation of persons with impairments or other conditions that may increase their evacuation time?	N/A
4.25.	Is there a suitable Assembly Point(s)?	Yes

Comments and Deficiencies Observations: Section 4

The Regulatory Reform (Fire Safety) Order (RRFSO) 2005, which came into force in October 2006, charges the responsible person(s) in control of non-domestic premises with the safety of everyone, whether employed in or visiting the building. Under Article 14 of the RRFSO, this duty of care includes ensuring that "routes to emergency exits from premises and the exits themselves are kept clear at all times" (14: 1) and that these "emergency routes and exits must lead as directly as possible to a place of safety" (14: 2: a). In other words, the entire escape route up to and including the final exit from a building must remain unobstructed at all times, while the distance people have to go to escape (the travel distance) must be as short as possible.

The Means of escape from the building listed in this report for both able and mobility impaired persons should be adequate by design and indeed this is, with all exits being a minimum of 800mm allowing safe egress from the premises for the occupancy numbers stated in this assessment. The building has numerous exits with all exits providing occupants with ability to turn their back on a fire and evacuate to ultimate safety.

We were advised that during induction process the company enquires if persons may have any issues regarding their escape from the building that may not be obvious.

The assembly point is located on the rear field.

No remedial actions were observed at the time of the assessment.

SECTION 5

Fire Safety Measures

Section 5: Fire Safety Measures		
5.1.	Has an automatic fire detection and alarm system been installed throughout the premises?	Yes
5.2.	Is the standard and category of the system generally appropriate for the occupancy and fire risk within the premises?	Yes
5.3.	Is the fire alarm audible in all areas and distinct from all other alarm sounds?	Yes
5.4.	Have visual alarm devices been provided where required?	N/A
5.5.	Is the fire alarm system control panel situated in a suitable location?	Yes
5.6.	Has a plan of the zones to enable easy identification of the alarm activation been provided?	Yes
5.7.	Is the alarm of fire transmitted to an external receiving/monitoring centre?	No
5.8.	Is the fire detection and alarm system (including any ancillary equipment such as hold open devices on fire doors? Tested on a weekly basis by the operation of one call point in rotation?	Yes
5.9.	Is the fire detection and alarm system services as per British Standard 5839?	Yes
<p>Comments and Deficiencies Observations: Section 5</p> <p>The premises has mains automatic fire detection and warning system in the building which complies with the current standard BS 5839-Part 1 for smoke and part 2 for heat, all manual call points were located at most final exit routes and throughout some of the buildings at a height of approximately 1.4m and travel distance to the nearest call point was within the prescribed 45 m. Manual call points are tested on a weekly basis in rotation every week. The fire alarm panel is located in the adjoining village hall with a zone chart present.</p> <p>Automatic detection compliments the fire compartmentation by giving early warning of a fire developing in an unoccupied area therefore giving persons the chance to either deal with the incident in its early stages and/or evacuate the building.</p> <p style="color: blue;">Advisory- it is advised that a heat detector is placed within the new kitchen area when it is built.</p> <p>Deficiencies.</p> <p style="color: red;">We were informed at the time of the fire risk assessment that no entry can normally be gained into the village hall to view an activated fire alarm panel. It is recommended that the social club members should be able to gain access at all times to see the fire location and evacuate as necessary.</p> <p style="color: red;">There was also a false alarm, but due to having no entry this could not be confirmed for over twenty minutes until the caretaker arrived. To ensure the safety of all people within the building it is imperative that access is permitted for the social club members.</p>		

Section 5: Emergency Lighting		
5.10.	Has a reasonable standard of both normal and emergency lighting been provided to ensure the safe use of all internal escape routes, change in floor levels, change in direction and to enable occupants to access emergency equipment?	No
5.11.	Has a reasonable standard of both normal and emergency lighting been provided to ensure the safe use of all external escape routes?	Yes
5.12.	Is there monthly and annual testing/servicing of the emergency lighting system?	TBA

Comments and Deficiencies Observations: Section 5

Emergency lighting is lighting for an emergency situation when the main power supply is cut, and any normal illumination fails. The loss of mains electricity could be the result of a fire, or a power cut and the normal lighting supplies fail. This may lead to sudden darkness and a possible danger to the occupants, either through physical danger or panic. Emergency lighting is normally required to operate fully automatically and give illumination of a sufficiently high level to enable all occupants to evacuate the premises safely

There is three-hour non-maintained emergency lighting installed in the premises and complies with BS 5266 – 1: 2016 Emergency Lighting Systems.

See some guidance below: -

Emergency escape lighting – that part of an emergency lighting system that provides illumination for the safety of people leaving a location or attempting to terminate a potentially dangerous process beforehand. It is part of the fire safety provision of a building and a requirement of The Regulatory Reform (Fire Safety) Order 2005.

Escape route lighting – that part of an emergency escape lighting system provided to ensure that the means of escape can be effectively identified and safely used by occupants of the building.

Siting of luminaires and emergency signs -Lighting units and signs should be sited so as to clearly show the exit routes leading to the final exits from the premises. Where the exit route or final exit is not readily identifiable, a sign should be utilised rather than a lighting unit. Particular attention should be paid to individual stairways, changes in floor level, corridor intersections, changes in direction, the outside of each final exit, control / plant rooms, lifts, toilet areas over 8m², Access to fire alarm call points and firefighting equipment should be clearly illuminated.

In general, if careful consideration is given to siting the luminaires and signs to cover these areas, the completed scheme will meet most requirements.

Monthly emergency lighting tests

All emergency lighting systems must be tested monthly. The test is a short functional test in accordance with BS EN 50172:2004 / BS 5266-8:2004.

The period of simulated failure should be sufficient for the purpose of this test while minimising damage to the system components, e.g., lamps. During this period, all luminaires and signs shall be checked to ensure that they are present, clean, and functioning correctly.

Annual emergency lighting tests

A test for the full rated duration of the emergency lights (e.g., 3 hours) must be carried out. The emergency lights must still be working at the end of this test.

The result must be recorded and, if failures are detected, these must be remedied as soon as possible.

Deficiencies.

Emergency lighting is required in both toilets.

Confirm a monthly test is carried out on all emergency lighting and all findings documented.

Section 5: Fire Safety Signs and Notices		
5.13.	Are all fire exits, and escape routes clearly signed?	Yes
5.14.	Are all cupboards on escape routes secured and appropriately signed to enforce this?	N/A
5.15.	Are all fire doors provided with correct signage?	No
5.16.	Have sufficient and relevant fire action notices been provided?	Yes
5.17.	Has appropriate hazard signage been provided where necessary?	N/A
5.18.	Is a scheduled audit undertaken to ensure that all relevant signage is in place and can be clearly seen?	Yes

Comments and Deficiencies Observations: Section 5

Fire action notices were displayed in prominent positions to enable persons to have information regarding evacuation procedures.

All fire actions notices should have the location of the assembly point located on them and all notices should be simple as possible and bespoke to the premises so that persons under stress can understand what they are reading and react accordingly.

As part of a scheduled fire safety audit of the premises the signage should be checked to ensure that it is appropriate and can still be clearly seen and not missing.

Deficiencies.

The fire exits from the rear of the premises require 'Push bar to open' signs on them .

Section 5: Manual Fire Fighting equipment		
5.19.	Are there an adequate number of portable fire extinguishers?	Yes
5.20.	Are they suitable for the risk?	Yes
5.21.	Is relevant ID signage provided above/adjacent to the extinguisher?	Yes
5.22.	Are all fire extinguishers visible, accessible, and located appropriately?	Yes
5.23.	Have hose reels been provided?	N/A
5.24.	Are the fire extinguishers checked monthly and serviced annually?	Yes
<p>Comments and Deficiencies Observations: Section 5 All fire extinguishers should be located in escape routes, easily seen and accessible, they may also be located near a particular risk but not too close and indeed this is the case.</p> <p>All firefighting equipment is serviced annually in accordance with BS 5306-3 2017. All extinguishers appeared to be in good working order with tamper proof seals in place and they all had the correct pressure. The fire extinguishers last had the test and inspection 7/2025.</p> <p>Deficiencies. The CO2 fire extinguisher in the bar area has been missed and requires the annual service.</p>		

SECTION 6

Fire Safety Management

Section 6: Procedures and Arrangements		
6.1.	Is there an Emergency Action Plan in place?	TBA
6.2.	Are there suitable arrangements for summoning the emergency services and meeting them on their arrival?	Yes
6.3.	Are there suitable arrangements to inform other premises occupiers and neighbouring premises?	Yes
6.4.	Can fire appliances identify and gain access to the premises easily?	Yes
6.5.	Is there an 'Emergency Information Folder' available to provide relevant information: (Building plans, location and operation of isolation devices, areas of specific risk and potential hazards to responding personnel?)	N/A
6.6.	Are there emergency water supplies in close proximity to the premises?	Yes
<p>Comments and Deficiencies Observations: Section 6 We would recommend if required an emergency folder that provides information on a number of critical issues. This should contain a basic plan and information on the building, the services and any other issues that may have a bearing on the outcome of any incident that may occur within it.</p> <p>All relevant staff should be fully conversant with the procedure for isolating the services to the premises so that it can be made safe as soon as possible in the event of an incident and indeed in-house maintenance staff are aware.</p> <p>There are procedures for summoning the fire and rescue services and nominated persons to conduct a roll call at the assembly point.</p> <p>Deficiencies.</p> <p>An up to date evacuation plan needs to be put in place ensuring all areas are checked during the evacuation in the event of a fire alarm activation.</p>		
Section 6: Procedures and Arrangements		
6.7.	Are there scheduled in-house audits of the fire safety measures (e.g., as part of your H&S policy?)	Yes
6.8.	Is there a formal close down procedure at the end of the working day?	Yes
6.9.	Have the premises been visited by the Fire & Rescue Service for familiarisation purposes?	No
<p>Comments and Deficiencies Observations: Section 6 Scheduled fire safety audits are undertaken in house to help identify any fire safety issues before they become critical.</p> <p>No remedial actions were observed at the time of the assessment.</p>		

Section 6: Training and Fire Drills		
6.10.	Are all persons given adequate fire safety training during their induction process?	Yes
6.11.	Do personnel that may be expected to use firefighting equipment receive both theoretical and practical training from an accredited trainer?	No
6.12.	Do personnel with specific responsibilities such as Fire Warden/Marshals receive additional training from an accredited trainer?	No
6.13.	Are fire drills undertaken on a scheduled basis?	TBA
<p>Comments and Deficiencies Observations: Section 6</p> <p>Deficiencies.</p> <p>We recommend that all personnel have fire extinguisher training including hands on training.</p> <p>See basic guidance below.</p> <p>In the event of a general alarm to evacuate being given, all persons who have not been allocated specific fire duties should be instructed to leave in an orderly manner, without stopping to collect their personal belongings. Specific fire duties that should be allocated to trained individuals include:</p> <ol style="list-style-type: none"> 1. Supervising the evacuation and ensure that all people have left each area and report to the fire assembly point. 2. Ensure all doors and windows (only if safe to do so) are closed as each area is cleared. 3. Meeting the fire and rescue service on its arrival and give all relevant information, i.e., location of fire, missing persons. 4. Ensure that people do not re-enter the building until authorized to do so. <p>Fighting Fires</p> <p>In the event of a fire being discovered, the agreed fire procedure should always take priority. After raising the alarm, evacuation has commenced and ensuring that the fire and rescue service has been called, attempts may be made to fight the fire with the equipment provided.</p> <ol style="list-style-type: none"> 1. Trained staff are available. 2. It is deemed safe to do so. 3. Such action would contain or extinguish the fire. 4. It is likely to have a direct and immediate effect in protecting life. <p>If it is necessary to abandon firefighting, then staff involved should be instructed to withdraw, closing doors behind them and leave the premises.</p>		
Section 6: Recording of equipment tests and training		
6.14.	Are appropriate records kept for the testing and maintenance of the fire detection and alarm system?	Yes
6.15.	Are appropriate records kept for the testing and maintenance of the emergency lighting system?	TBC
6.16.	Are appropriate records kept of staff fire training and drills?	Yes
6.17.	Are appropriate records kept for the testing and maintenance of any installed fixed installations or other fire related equipment?	Yes
<p>Comments and Deficiencies Observations: Section 6</p> <p>The business should have a fire safety management system in place, whereby all in house testing is recorded and any findings documented. All testing is currently carried out by the village hall management.</p> <p>No remedial actions were observed at the time of the assessment.</p>		

SECTION 7

Action Plan

It is advised that you consider the significant findings within the action plan and implement them as recommended.

High – Recommended time scale for completion – within 4 weeks

Medium - Recommended time scale for completion – within 8 weeks

Low - Recommended time scale for completion – within 12 weeks

Please note - this is only guidance from the fire risk assessor and the ultimate time scales are set by the responsible person for the premises.


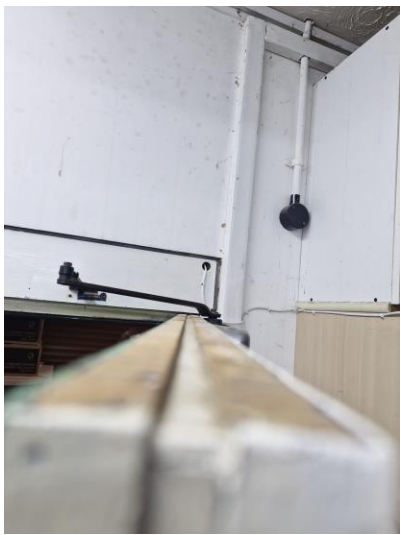

A fire risk assessment is only complete when all actions are completed.




	Significant Findings	Recommended Priority & Time Scale	Actioned By	Date
1.	<p>There was a small amount of smoke seal missing on the fire door from the main area to the toilet corridor fire door.</p> <p>See section 3</p>	Medium		
2.	<p>Intumescent strips and smoke seals are to be fitted to the cellar fire door and the damaged door frame repaired.</p> <p>See section 3</p>	Medium		
3.	<p>We were informed at the time of the fire risk assessment that no entry can normally be gained into the village hall to view an activated fire alarm panel. It is recommended that the social club members should be able to gain access at all times to see the fire location and evacuate as necessary.</p> <p>See section 5</p>	Medium		
4.	<p>Advisory- it is advised that a heat detector is placed within the new kitchen area when it is built.</p> <p>See section 5</p>	Advisory		
5.	<p>There was also a false alarm, but due to having no entry this could not be confirmed for over twenty minutes until the caretaker arrived. To ensure the safety of all people within the building it is imperative that access is permitted for the social club members.</p> <p>See section 5</p>	Medium		
6.	<p>Emergency lighting is required in both toilets.</p> <p>See section 5</p>	Medium		

7.	<p>Confirm a monthly test is carried out on all emergency lighting.</p> <p>See section 5</p>	Medium		
8.	<p>The fire exits from the rear of the premises require 'Push bar to open' signs on them.</p> <p>See section 5</p>	Medium		
9.	<p>The CO2 fire extinguisher in the bar area has been missed and requires the annual service.</p> <p>See section 5</p>	Medium		
10.	<p>We recommend that all personnel have fire extinguisher training including hands on training.</p> <p>See section 6</p>	Medium		
11.	<p>An up to date evacuation plan needs to be put in place ensuring all areas are checked during the evacuation in the event of a fire alarm activation.</p> <p>See section 6</p>	Medium		
	<p>Make sure all services, i.e., electrical, heating system are tested in accordance with the relevant legislation.</p>	As applicable		
	<p>Review the fire risk assessment on a yearly basis or if changes have happened to the design or layout of the building beforehand</p>	As applicable		
	<p>Consider any other points that have been noted within this report.</p>	As applicable		

SECTION 7

Photographs of observation made at the time of the assessment

		
<p>See section three(measures to limit fire spread and development)</p>	<p>See section three(measures to limit fire spread and development)</p>	<p>See section three(measures to limit fire spread and development)</p>

		
<p>See section five(fire safety measures)</p>	<p>Fire alarm panel</p>	<p>Zone chart</p>

ESS Ltd has been commissioned to undertake a Fire Risk Assessment including fire safety of the statutory health and safety precaution arrangements as required by the Regulatory Reform (Fire Safety) Order 2005. The risk assessment is to appraise compliance with the regulations and to identify any areas for improvement and should be subject to regular reviews.

The purpose of the audit and risk assessment report is to review the safety and fire precautionary arrangements of the company, building and site, to appraise its present use in terms of **life preservation**. In addition, the report will make recommendations for the implementation of any additional works, alterations or new works which may be required to secure effective and efficient fire safety precautionary measures and policies. All observations and recommendations are made without prejudice to any other legislative provisions, which may apply to the building.

The Fire Risk Assessment may have identified areas in need of corrective action to bring the building to an acceptable standard. All problems revealed can be overcome and we are willing to advise as required.

SECTION 8

Terms and Definitions

8.1.	<p>Alarm Receiving Centre (ARC) Staff premises remote from that in which the fire alarm is located, where the information regarding the state of the fire alarm system is displayed and/or recorded so that the fire and rescue service can be summoned as required.</p>
8.2.	<p>Alternative Escape Route Escape routes sufficiently separated either by direction and space, or by fire resistant construction, intended to ensure that should one escape route be affected by the fire the other will still be available.</p>
8.3.	<p>Automatic Release Door Mechanism A device that can be used for holding a door in the open position, against the action of the door closer and automatically releases the door to the close position on actuation of the fire alarm.</p>
8.4.	<p>Competent Person Someone who is suitably trained and qualified by knowledge and practical experience, and provided with necessary instructions, to enable the required task to be carried out. Note the relevant fire safety legislation requires a nomination of various competent persons to carry out a number of defined tasks, for example Fire Incident Manager, Fire Wardens etc.</p>
8.5.	<p>Dead End An area from which escape is only possible in one direction only, or in directions less than 45° degrees apart that are not separated by fire resisting construction.</p>
8.6.	<p>Emergency Lighting Lighting provided to illuminate escape routes that will function on failure of the normal lighting. In the absence of natural lighting sufficient emergency lighting should be provided to allow safe use of the escape route, illuminate fire alarm call points, firefighting extinguishers etc. and also allow employees to shut down plant, processes and equipment safely as required.</p>
8.7.	<p>Enforcing Authority Usually the local Fire & Rescue Service however the HSE and Local Authority are also responsible for specialised establishments under their control.</p>
8.8.	<p>Evacuation Lift Specially designed for the evacuation of disabled persons – These lifts are enclosed within a fire-resistant structure and have a separate power supply so that their use can be assured during a fire.</p>
8.9.	<p>Fire Compartment A building or part of a building constructed to prevent the spread of fire to and from another part of the same building or an adjoining building.</p>
8.10.	<p>Fire Damper Mobile closure or intumescent device within the duct which is operated automatically and is designed to prevent the passage of fire which, together with its frame, is capable of satisfying for a stated period of time the same fire resistance criterion for integrity as the element of the building construction through which the duct passes.</p>
8.11.	<p>Fire Door A door or shutter, together with its frame and furniture, provided for the passage of people, air or goods which when closed is intended to restrict the passage of fire and/or smoke to a predetermined level of performance.</p> <p>(Source: Fire safety risk assessment – offices and shops DCLG)</p>

8.12.	Fire Drill Rehearsal of the fire evacuation procedure involving participation of all occupants of the building
8.13.	Final Exit A door that gives access to a place of ultimate safety outside of the building
8.14.	Fire Fighting Lift Lift with fire protection measures, including controls that enable it to be used under the direct control of the fire and rescue service in fighting a fire.
8.15.	Fire Resistance Ability of an item to fulfil for a stated period of time the required load bearing capacity and/or integrity and/or thermal insulation, and/or other expected duty specified in a standard fire resistance test.
8.16.	Fire Risk Assessment This is the central emphasis of the Order and must be formally recorded if the responsible person employs five or more people if the premises are licensed or if an Alterations Notice is in force. The Fire Risk Assessment must record significant findings, and any action required because of those findings. It must be reviewed regularly and when any significant changes to the building, risks or work activity occur.
8.17.	Fire Safety Adviser/Inspecting Officer Usually the local Fire Officer/Fire Safety Adviser. He/she may enter premises (but not by force) to inspect, ask about the extent of the premises and the identity of the responsible person, inspect, or copy fire safety records, and take samples of certain materials.
8.18.	Fire Safety Manual A record of all design features, procedural and managerial issues and events that relate the fire safety of the building.
8.19.	Fire Safety Policy Documented strategy that sets the standards of fire safety that an organisation is committed to maintaining.
8.20.	Fire Stopping Sealing or closing an imperfection of fit between the elements, components, or construction of a building or any joint, so as to restrict penetration of smoke and flame through the identified imperfection or joint.
8.21.	Generic Emergency Evacuation Plan (GEEP) Should be devised for buildings which may have visitors who require assistance to evacuate.
8.22.	Inner Room A room that can only be accessed/egressed through another room (known as the access room)
8.23.	Means of Escape A structural means whereby a safe route is provided for persons to escape in case of a fire, from any point in the building to a place of safety clear of the building without outside assistance. Where necessary, in order to safeguard the safety of relevant persons, the responsible person must ensure that routes to emergency exits from premises and the exits themselves are kept clear at all times. (Source: Officers & Shops DCLG)
8.24.	Personal Emergency Evacuation Plan (PEEP) A written arrangement made with consultation and agreement with the person concerned as to a means of ensuring their safe evacuation in the event of a fire. The specific needs of the person should be identified and details of those who will assist them should be recorded. Consideration should be given not only to staff with obvious mobility impairments but also to those who may temporarily have a mobility issue, or those with a sensory or neurological impairment.

8.25.	<p>Records Records must be kept of the fire risk assessment, fire safety policy, procedures, training, drills, and installation and maintenance of alarms, emergency lighting and extinguishers.</p>
8.26.	<p>Refuge A place of reasonable safety where a disabled person and others who may require assistance may rest and wait for assistance before reaching a place of total safety. It should lead directly to a fire resisting escape. (Source: Offices and Shops DCLG)</p> <p>Note: Refuges are intended to be used for a short period only. They are not areas where disabled persons can wait to be rescued by the fire service. Persons should not be left alone, and they should be able to communicate to other people in the building to inform others of their location. A refuge is an area that is both separated from the fire by fire resistant construction, and which has access via a safe route to a final exit.</p>
8.27.	<p>Relevant Person Anyone who may be lawfully on or near the premises or affected by an incident arising in or around the premises.</p>
8.28.	<p>Responsible Person The person ultimately responsible for fire safety as defined in the Regulatory Reform (Fire Safety) Order 2005.</p>
8.29.	<p>Self-closing Device A device that is capable of closing a fire door from any angle and against any latch fitted to the door.</p>
8.30.	<p>Signs and Notices Appropriate signs must be deployed to mark evacuation routes, firefighting equipment, and fire doors. Notices must be displayed reinforcing instructions to employees, and anyone reasonably expected to be in or around the premises (Fire Action notice).</p>
8.31.	<p>Staff Training All employees must be given adequate Fire Safety training (during normal working hours) when they commence employment and receive refresher training as appropriate, or when circumstances change which affect fire safety.</p>
8.32.	<p>Travel Distance The actual distance to be travelled by a person from any point within the floor area to the nearest storey exit or final exit, having regard to the layout of walls, partitions, and fixings (Source: Offices & Shops DCLG)</p>

Sarah,

sorry for the late reply for the Parish Council's request for more information on the Solar Panel placement.

Please find attached what two of the companies have suggested.

From chatting to the companies, they can utilise any roof space, so it depends on what you would allow us to use.

To generate enough electricity we would need around 29 panels.

Some quotes utilise the flat roof, others both sides of the club roof.

They have also said that they could utilise the changing room roof.

I'd prefer not to utilise the flat roof space, as apparently it's more expensive, as a panel would need to sit in a cradle.

I'm not sure i fully followed what you are intending to do with your/our existing panels?

I know you said that they could not be split in their current configuration but if you are refreshing them, then could we utilise a third of the space, which our panels currently occupy?

I believe that you have around 70 panels, so approximately 23 of those are ours.

That space would go a long way to meeting our needs and so we may only need a small number to supplement those.

They would fit easily on the club room roof and provide a good alternative angle to capture energy.

If you are not intending to use/refresh all of the panels, then we may be able to utilise more of the existing space.

I await your response, so we can proceed at a speedy pace and reduce our Carbon Footprint.



Parish Council & VHMC

The Horsford Social Club CIC had their monthly meeting this week and the refurbishment of the toilets was discussed with the comments and points made from the Parish Council meeting on 7th April.

The following comments were made and Horsford Social Club CIC committee would need to be assured these following points would be put in place.

1. Locks would need to be on all toilet doors so staff can lock the toilet doors and make sure the toilets are only used by the Social Club.
2. Baby changing facility would need to be installed in the disabled toilet.
3. Emergency lighting would need to be installed as part of our fire risk assessment. This has been itemised on the past two fire risk assessments.
4. Information would need to be shared on how power is isolated if needed to hand dryers/extraction system.
5. There would be no rent increase if the Horsford Social Club CIC took responsibility for the toilets (above ground level) including the cleaning.
6. A small ramp would need to be installed at the front door for Horsford Social Club disabled users which the Horsford Social Club are prepared to install with permission from Parish Council/VHMC
7. Also, for health and safety reasons the Horsford Social Club CIC would like to install a sensor light outside the front of the building over the front door to aid users coming into the building in the dark and also to assist the CCTV. The footage of the CCTV is very dark and is not very visible when needed due to lack of lighting.
8. Social Club committee would need to sign off the refurbishment with Parish Council/VHMC representatives and agree to all changes before licence is changed.

Gary's Window Cleaning

QUOTE

4 Supple Close

NR1 4PP

INVOICE #	DATE
	15/04/2026

BILL TO	Payment
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Horsford Town Council
 3 Roseberry Road
 Great Plumbstead
 NR13 5EA
 email: horsfordpc@gmail.com

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Clean of Bus Shelters and Notice Boards			
WHITE GATES	9	£ 22.00	£198.00
TOTAL			£198.00



Local councils and not-for-profit insurance portfolio

Policy wording

A seamless integrated insurance solution for local councils, registered charities and not-for-profit organisations.

Please read this wording, together with any **endorsements** and the schedule, very carefully. If anything is not correct, please notify **us** immediately.

This wording is fully protected by the laws of copyright. No unauthorised use or reproduction is permitted.

Our promise to you

In return for the premium **you** have paid, **we** agree to insure **you** in accordance with the terms and conditions of the **policy**.

Steve Langan
CEO, Hiscox Insurance Company

Complaints procedure

Hiscox aims to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times Hiscox are committed to providing **you** with the highest standard of service. If **you** have any concerns about **your policy** or **you** are dissatisfied about the handling of a claim and wish to complain **you** should, in the first instance, contact Hiscox customer relations in writing at:

Hiscox Customer Relations
The Hiscox Building
Peasholme Green
York
YO1 7HX

or by telephone on +44 (0) 800 1164627 or +44 (0) 1904 681 198 or by email at customer.relations@hiscox.com.

Where **you** are not satisfied with the final response from Hiscox, **you** also have the right to refer **your** complaint to the Financial Ombudsman Service. For more information regarding the scope of the Financial Ombudsman Service, please refer to www.financial-ombudsman.org.uk.

General definitions	Words shown in bold type have the same meaning wherever they appear in this policy . The words defined below are used throughout this policy . Any other definitions are shown in the section to which they apply.
Asbestos risks	<ol style="list-style-type: none">a. The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; orb. exposure to asbestos, asbestos fibres or materials containing asbestos; orc. the provision of instructions, recommendations, notices, warnings, supervision or advice given, or which should have been given, in connection with asbestos, asbestos fibres or structures or materials containing asbestos.
Business	Your business or profession as shown in the schedule.
Confiscation	Confiscation, nationalisation, requisition, expropriation, deprivation, destruction of or damage to property by or under the order of any government or public or local authority.
Councillor	Any person elected by the members of a parish, town or community who serves on the parish, town or community council.
Date recognition	Any failure by any equipment (including any hardware or software) to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date.
Endorsement	A change to the terms of the policy .
Excess	The amount you must bear as the first part of each agreed claim or loss.
Geographical limits	The geographical area shown in the schedule.
Nuclear risks	<ol style="list-style-type: none">a. any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;b. any products or services which include, involve or relate in any way to anything in a. above, or the storage, handling or disposal of anything in a. above;c. all operations carried out on any site or premises on which anything in a. or b. above is located.
Period of insurance	The time for which this policy is in force as shown in the schedule.
Policy	This insurance document and the schedule, including any endorsements .
Program	A set of instructions written in a computer language which tells a computer how to process data or interact with ancillary equipment.
Terrorism	An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that: <ol style="list-style-type: none">a. is committed for political, religious, ideological or similar purposes; andb. is intended to influence any government or to put the public, or any section of the public, in fear; andc. <ol style="list-style-type: none">i. involves violence against one or more persons; orii. involves damage to property; oriii. endangers life other than that of the person committing the action; oriv. creates a risk to health or safety of the public or a section of the public; orv. is designed to interfere with or to disrupt an electronic system.
Virus	Programs that are secretly introduced without your permission or knowledge including, but not limited to, malware, worms, trojans, rootkits, spyware, dishonest adware, crimeware and other malicious unwanted software.
War	War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.

General terms and conditions

We/us/our	The insurers named in the schedule.
You/your	The insured named in the schedule.
Your activities	Your activities declared to us and accepted by us , undertaken with your full knowledge and authority and under your control or the control of an employee or voluntary worker engaged with your permission.

General conditions

The following conditions apply to the whole of this **policy**. Any other conditions are shown in the section to which they apply.

Presentation of the risk	1. In agreeing to insure you and in setting the terms and premium, we have relied on the information you have given us . You must provide a fair presentation of the risk and must take care when answering any questions we ask by ensuring that all information provided is accurate and complete. A fair presentation is one which clearly discloses in a reasonably clear and accessible manner all material facts which you (including your senior management and those responsible for arranging this insurance) know or ought to know following a reasonable search.
If you fail to make a fair presentation	2. a. If we establish that you deliberately or recklessly failed to present the risk to us fairly, we may treat this policy as if it never existed and refuse to make any payment under it. You must reimburse all payments already made by us and we will be entitled to retain all premiums paid. b. If we establish that you failed to present the risk to us fairly but that your failure was not deliberate or reckless, the remedy we will have available to us will depend upon what we would have done had you made a fair presentation of the risk, as follows: i. if we would not have provided this policy , we may treat it as if it never existed and refuse to make any payment under it. You must reimburse all payments already made by us . We will refund any premiums you have paid; or ii. if we would have provided this policy on different terms (other than as to premium), we will treat it as if it had been provided on such different terms from the start of the period of insurance . This may result in us making no payment for a particular claim or loss. You must reimburse any payment made by us that we would not have paid if such terms had been in effect.
Change of circumstances	3. You must tell us as soon as reasonably possible of any change in circumstances during the period of insurance which may materially affect this policy (a material fact or circumstance is one which might affect our decision to provide insurance or the conditions of that insurance). We may then change the terms and conditions of this policy or cancel it in accordance with the Cancellation condition.
If you fail to notify us of a change of circumstances	4. a. If we establish that you deliberately or recklessly failed to: i. notify us of a change of circumstances which may materially affect the policy ; or ii. comply with the obligation in 1. above to make a fair presentation of the risk to us when providing us with information in relation to a change of circumstances; we may treat this policy as if it no longer existed from the date of such change of circumstances and refuse to make any payment under it in respect of any claim made or any loss occurring after that date. You must reimburse all payments already made by us relating to claims made or losses occurring after such date. We will be entitled to retain all premiums paid. b. If we establish that you failed to notify us of a change of circumstances or to make a fair presentation of the risk to us when providing us with information in relation to a change of circumstances, but that your failure was not deliberate or reckless, the remedy we will have available to us will depend upon what we would have done had you fairly presented the change of circumstances to us , as follows: i. if we would have cancelled this policy , we may treat it as cancelled from the date that such cancellation would have been effective and refuse to make any payment under it in respect of any claim made or any incident occurring after that date. You must reimburse any payments already made by us relating to claims made or losses occurring after such date. We will refund any premiums you have paid in respect of any period after the date when cancellation would

General terms and conditions

	<p>have been effective; or</p> <p>ii. if we would have provided this policy on different terms (other than as to premium), we will treat it as if it had been provided on such different terms from the date when your circumstances changed. This may result in us making no payment for a particular claim or loss.</p>
Reasonable precautions	5. You must take reasonable steps to prevent accident or injury and to protect your property against loss or damage. You must keep any property insured under this policy in good condition and repair. We will not make any payment under this policy in respect of any incident occurring whilst you are not in compliance with this condition unless you can demonstrate that such non-compliance could not have increased the risk of the loss, damage, accident or injury occurring in the circumstances in which it occurred.
Premium payment	6. We will not make any payment under this policy until you have paid the premium.
Cancellation	7. You or we can cancel the policy by giving 30 days' written notice. We will give you a pro-rata refund of the premium for the remaining portion of the period of insurance after the effective date of cancellation for which you have already paid. However, we will not refund any premium under £20. If we have agreed that you can pay us the premium by instalments and we have not received an instalment 14 days after the due date, we may cancel the policy . In this event, the period of insurance will equate to the period for which premium instalments have been paid to us . We will confirm the cancellation and amended period of insurance to you in writing.
Multiple insureds	8. The most we will pay is the relevant amount shown in the schedule. If more than one insured is named in the schedule, the total amount we will pay will not exceed the amount we would be liable to pay to any one of you . You agree that the insured named in the schedule, or if there is more than one insured named in the schedule the first of them, is authorised to receive all notices and agree any amendments to the policy .
Aggregate limit	9. Where this policy specifies an aggregate limit, this means our maximum payment for all relevant claims or losses covered under the policy during the period of insurance . If the period of insurance is continuous, the aggregate limit will apply to all relevant claims or losses covered under the policy during the 12 months from the date the continuous cover starts. Each aggregate limit will be reinstated to the level shown in the schedule at each anniversary.
Rights of third parties	10. You and we are the only parties to this policy . Nothing in this policy is intended to give any person any right to enforce any term of this policy which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
Other insurance	11. We will not make any payment under this policy where you would be entitled to be paid under any other insurance if this policy did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this policy not been effected. If such other insurance is provided by us the most we will pay under this policy will be reduced by the amount payable under such other insurance.
Cover under multiple sections	12. Where you , including anyone within the meaning of 'you' or 'insured person' in any section of the policy , are entitled to cover under more than one section of the policy in respect of the same claim or loss, or any part of a claim or loss, we shall only provide cover under one section of the policy , being the section that provides the most advantageous cover to you or the party entitled to cover.
Governing law	13. Unless some other law is agreed in writing, this policy will be governed by the laws of England.
Arbitration	14. Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.

General claims

The following claims conditions apply to the whole of this **policy**. Any other claims conditions

conditions

and procedures are shown in the section to which they apply.

Your obligations

1. **We** will not make any payment under this **policy** unless **you**:
 - a. give **us** prompt notice of anything which is likely to give rise to a claim under this **policy**, in accordance with the terms of each section; and
 - b. give **us**, at **your** expense, any information which **we** may reasonably require and co-operate fully in the investigation of any claim under this **policy**.
2. **You** must:
 - a. make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if they are required to reduce any claim; and
 - b. give **us** all assistance which **we** may reasonably require to pursue recovery of amounts **we** may become liable to pay under this **policy**, in **your** name but at **our** expense.

If **you** fail to do so, **you** shall be liable to **us** for an amount equal to the detriment **we** have suffered as a result of **your** failure to comply with this obligation, which **we** may deduct from any payment **we** make under this **policy**.

Fraud

3. If **you** or anyone entitled to cover in respect of any claim or loss, or anyone on behalf of **you** or such other person, tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy** then:
 - a. **we** shall be entitled to give **you** notice of termination of the **policy** with effect from the date of any fraudulent act or claim or the provision of such false information;
 - b. **we** shall be entitled to refuse to make any payment under the **policy** in respect of any claim made or any loss occurring after the date of any fraudulent act or claim or the provision of such false information;
 - c. **you** must reimburse all payments already made by **us** relating to claims made or losses occurring after the date of any fraudulent act or claim or the provision of such false information; and
 - d. **we** shall be entitled to retain all premiums paid.

This does not affect **your** rights in relation to any claim made or loss occurring before the date of any fraudulent act or claim or the provision of such false information.

4. Where this **policy** provides cover for any individual who, or entity that, is not a party to the **policy**, and where such an individual or entity (or anyone on their behalf) tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy**, **our** rights set out in 3. above apply only to any individual or entity that gave the false information or made the fraudulent claim.

**Special definitions
for all property
sections**

Amount insured	The most we will pay as shown in the schedule. Unless we say otherwise, the amounts apply to each incident of loss and will be automatically restored to the full amount after we pay a loss provided you carry out our recommendations to prevent further loss or damage.
Breakdown	<ol style="list-style-type: none"> 1. Breaking, failure, distortion or burning-out of any part of equipment or a computer whilst in ordinary use, arising from defects in the equipment or computers causing its sudden stoppage and necessitating repair or replacement before it can resume work; or 2. fracturing of any part of equipment or a computer by frost which renders such equipment or computers inoperative; or 3. the actual and complete severance of a rope, but not breakage or abrasion of wires or strands even though replacement may be necessary.
Buildings	<p>The buildings shown in the schedule which belong to you or for which you are legally responsible, including:</p> <ol style="list-style-type: none"> 1. outbuildings and annexes; 2. landlord's fixtures and fittings, fixed fuel tanks; 3. walls, ornamental ponds and fountains, gates, fences, lampposts, railings, car parks, yards, private roads, pavements and paths at the premises; 4. fixed outdoor equipment, street furniture, war memorials, playground equipment and outdoor sports and recreation surfaces; 5. pipes, ducting, cables, wires and associated control equipment at the premises and up to the public mains. <p>The land at the premises is not included within this definition.</p>
Communicable disease	Any communicable, infectious, or contagious disease, including any related variation, strain, virus, complex or syndrome.
Computers	Computers and ancillary equipment, which belong to you or for which you are legally responsible, including software and data carrying media but excluding data or information entered by you or on your behalf.
Damage	Accidental physical loss or physical damage.
Earth movement	Any natural or man-made earth movement including, but not limited to earthquake, seaquake, volcanic eruption or subsidence and any ensuing tsunami.
Equipment	<p>Equipment, which belongs to you or for which you are legally responsible:</p> <ol style="list-style-type: none"> 1. built to operate under vacuum or pressure, other than the weight of contents; or 2. used for the generation, transmission or utilisation of energy. <p>Computers are not included in this definition.</p>
Explosion or collapse	<ol style="list-style-type: none"> 1. Sudden and violent rending by force of internal steam or other fluid pressure causing bodily displacement of any part of the insured equipment together with forcible ejection of the contents; or 2. sudden and dangerous distortion of any part of the insured equipment caused by crushing stress by force of steam or other fluid pressure. <p>Pressure of chemical action or ignited flue gases or ignition of the contents is not included within this definition.</p>
Failure	<p>Damage caused by:</p> <ol style="list-style-type: none"> 1. electrical or mechanical breakdown, including rupture or bursting caused by centrifugal force; or 2. artificially generated electrical current, including electric arcing, that disturbs electrical

Property definitions

	<p>devices, appliances or wires; or</p> <ol style="list-style-type: none"> 3. explosion or collapse of equipment owned or leased by you or under your control and operating under steam or other fluid pressure; or 4. any condition or event, not otherwise excluded by this section, occurring inside equipment operating under steam or other fluid pressure; or 5. any condition or event, not otherwise excluded by this section, occurring inside hot water boilers or other water heating equipment; or 6. operator error.
Flood	Rising surface or tidal water, or the overflow of water from any natural or artificial watercourse (other than water tanks, apparatus or pipes), whether driven by storm or not.
Identity fraud	Someone, or a group of people, knowingly using a means of identification belonging to you without your knowledge or authorisation and with the intention of committing or helping someone else to commit an illegal act.
Insured location	The premises you occupy shown in the schedule located in a building of standard construction unless otherwise notified to us and to which we have confirmed our agreement. This includes any outbuildings you occupy on the same premises.
Property	Tangible property.
Production or process equipment	Any equipment which has a primary purpose of processing or producing a product or service for eventual sale. This includes all component parts of such equipment and any other machine or apparatus used exclusively with such equipment .
Reconstitution of data	Reconstitution of the electronic records and data you need to continue your activities , if such records and data have been lost or distorted.
Seasonal building usage	Not in active use due to seasonal closure directly linked to the building's normal sporting or recreational activity.
Software	Programs which run your computers , including both your own operating programmes and application programmes used in the course of your activities .
Standard construction	Built of brick, stone or concrete and roofed with slate, tiles, concrete, metal, asbestos or any other non-combustible material.
Storm	High winds of a destructive nature, rainstorm, hailstorm or snowstorm.
Subsidence	Subsidence, landslip or heave.
Unoccupied	Not actively used for the purposes of your activities , empty or vacant for a period of more than 45 consecutive-days. This definition does not apply to buildings closed due to seasonal building usage .

The General terms and conditions, the Property definitions and the following terms and conditions all apply to this section.

Special definitions for this section

Building contract	A standard JCT minor or intermediate contract which you are required to take out in joint names, with the contractor or any other building contract agreed by us .
Contractor	The building contractor named in the building contract .
Contract works	The building works in progress and finished building works at the insured location for which you are legally responsible under the terms of a building contract . The following are not included within this definition: <ul style="list-style-type: none"> a. any property which existed prior to the commencement of the building contract; b. any building works for which a certificate of completion has been issued; c. any finished building works which are occupied by you for the purposes of your business.
Rent receivable	Rent that you cannot legally recover from your tenants whilst the buildings or any part are unusable as a result of insured damage .
Site materials	Unfixed materials and goods required to complete the contract works which are stored at or adjacent to the insured location or at a temporary storage site , and for which you are legally responsible under the terms of a building contract . The following are not included within this definition: <ul style="list-style-type: none"> a. cash, bank and currency notes, cheques, postal orders, money orders, stamps and certificates; b. aircraft or other aerial devices, hovercraft, watercraft or any mechanically propelled vehicles and their trailers; c. electrical or mechanical plant, tools or equipment.
Temporary storage site	A locked building or secure gated compound within the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland owned or rented by you or the contractor for the purpose of temporarily storing site materials .

What is covered

Additional cover	We will insure you against damage occurring during the period of insurance to insured buildings , or any other items specified under this section in the schedule.
Trace and access	The following are also provided up to the amount shown in the schedule: <ol style="list-style-type: none"> 1. We will pay for the necessary and reasonable costs you incur with our consent to locate any damage to cables, underground pipes and drains, or the source of a gas leak or of any escape of water from permanent internal plumbing, where the damage, leakage or escape first occurs during the period of insurance. We will also pay the cost to make good any damage caused as a consequence of locating the damage or source of leakage or escape.
Emergency services	<ol style="list-style-type: none"> 2. We will pay for the cost of any fire brigade charges and other extinguishing expenses and other charges made by any organisation responsible for preservation of public safety, including replacing sprinklers, for which you are liable following damage occurring during the period of insurance to insured buildings not otherwise excluded.
Loss prevention costs	<ol style="list-style-type: none"> 3. We will pay for necessary and reasonable costs that you incur in to protect the buildings from imminent insured damage occurring during the period of insurance.

Property – Buildings

Policy wording

Additions to buildings	4. We will pay for damage occurring during the period of insurance to any additions or improvements of standard construction to the buildings once they are completed and become your legal responsibility, provided you tell us the additional values as soon as possible and pay the appropriate premium.
Inadvertent omissions	5. Having notified us of the intention to insure all buildings in which you have an interest and it being your understanding that all property is accounted for, if any such property is found to have been omitted, we will deem it to be insured within the terms of this policy , provided it is of standard construction . This is subject to payment of the appropriate premium either from policy inception or from the date which you became legally responsible for such property.
Selling the buildings	6. If you are selling the buildings , this policy will cover the buildings for the buyer from the time you exchange contracts to the time of completion, unless the buyer is insured by, or has the benefit of, any other insurance. To obtain the benefit of this additional cover, the buyer must comply with the terms of this policy .
Trees, shrubs and plants	7. We will pay for damage occurring during the period of insurance to trees, shrubs or plants at the insured location , which are owned by you or for which you are legally responsible, as a result of fire or explosion, including damage to landscaped gardens caused by the emergency services attending any such incident.
Bequeathed buildings	8. We will pay for damage occurring during the period of insurance to buildings of standard construction anywhere in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland which have been bequeathed to you , provided: <ul style="list-style-type: none"> a. the buildings are not insured elsewhere; and b. you tell us the additional values as soon as possible and no later than three months from the commencement of your interest in the property; and c. you pay the additional premium required; and d. the buildings have not been left unoccupied when the damage occurs. Otherwise we will not have to pay any claim.
Discharge of oil	8. We will pay the necessary and reasonable additional costs and expenses you incur with our consent to decontaminate the land at the premises shown in the schedule following accidental discharge of oil, other than resulting from failure of the storage tank, from any oil fired heating appliance or storage tank occurring during the period of insurance .
Contract works and site materials	9. We will pay for damage caused by: <ul style="list-style-type: none"> a. fire, lightning, earthquake or explosion; b. storm or flood; c. escape of oil or water from any storage tank, equipment or piping; d. impact by aircraft or falling aerial device; e. riot or civil commotion; f. any other peril required under the terms of a building contract not excluded by What is not covered below; to contract works and site materials occurring during the period of insurance , however we will not make any payment if the total value of all contracts relating to the same project of building works at the insured location exceeds the amount insured for contract works and site materials shown in the schedule.

What is not covered **We** will not make any payment for:

1. **damage** caused by:
 - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;

Property – Buildings

Policy wording

- b. settlement or bedding down of new structures;
 - c. settlement or movement of made-up ground;
 - d. coastal or river erosion;
 - e. collapse or cracking, other than **damage** to the main building resulting from **subsidence**;
 - f. **subsidence**:
 - i. to boundary walls, gates and fences, ornamental ponds and fountains, car parks, yards, private roads, pavements and paths unless the main building is physically damaged at the same time and by the same cause;
 - ii. to solid floors unless the walls are physically damaged at the same time and by the same cause;
 - g. demolition, building work or groundwork on the premises but this exclusion shall not apply where cover is provided under **What is covered**, **Additional cover**, Contract works and site materials;
 - h. a rise in the water table;
 - i. pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds;
 - j. **storm** or **flood** to gates or fences, other than lych gates;
 - k. frost, other than **damage** due to water leaking from burst pipes forming part of the permanent internal plumbing provided the building is occupied and in use;
 - l. **date recognition**; or
 - m. any **virus**.
2. **damage** to any **computers, equipment**, oil and water storage tanks or electrical or mechanical plant or equipment directly resulting from its own **failure**.
 3. **damage** to **contract works** or **site materials** caused by the **contractor** during the course of any building works.
 4. misuse, faulty workmanship, defective design or the use of faulty materials.
 5. the cost of maintenance or routine redecoration.
 6. any indirect losses which result from the incident which caused **you** to claim.
 7.
 - a. **damage** caused solely by pollution or contamination; or
 - b. any costs or expenses relating to the clean up or decontamination of land caused by pollution or contamination. This does not apply to the cover under **What is covered**, Discharge of oil.
 8. the amount of the **excess**.
 9. any **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:
 - a. **terrorism**;
 - b. civil commotion in Northern Ireland;
 - c. **war**;
 - d. **confiscation**;
 - e. **nuclear risks**;
 - f. **communicable disease** or the fear or threat of **communicable disease**; or
 - g. any action taken in controlling, preventing, suppressing or in anyway responding to a. to f. above.

If there is any dispute between **you** and **us** over the application of 9a or 9b above, it will be for **you** to show that the clause does not apply.

How much we will pay

We will pay up to the **amount insured** unless limited below or in the schedule, but **we** will not pay more than the **amount insured** in total for the cost of rebuilding or repair and other costs combined.

Property – Buildings

Policy wording

Rebuilding and repair	<p>We will pay the cost of rebuilding or repairing the buildings to a condition equal to but not better or more extensive than its condition when new, provided you carry out the rebuilding or repair and do so without unreasonable delay.</p> <p>We will pay the cost of rebuilding or repairing the contract works to a condition equal to but not better or more extensive than their condition at the time the damage occurred, provided you carry out the rebuilding or repair and do so without unreasonable delay.</p> <p>For site materials, at our option we will repair, restore, replace or pay for any lost or damaged items. We will pay the lesser of:</p> <ol style="list-style-type: none"> a. your liability in respect of the site materials; b. the cost of repair, restoration or replacement at the trade market value of such items. <p>The most we will pay for damage to contract works and site materials is the amount insured shown in the schedule. The most we will pay for damage to site materials at a temporary storage location is 10% of the amount insured shown in the schedule for contract works and site materials.</p>
Other costs	<p>We will pay the following necessary and reasonable costs and expenses you incur in rebuilding or repairing following damage insured by this section:</p> <ol style="list-style-type: none"> a. the cost of removing debris of the buildings, contract works or site materials from the premises or the area immediately adjacent; b. the cost of dismantling, demolishing, shoring up or propping up any part of the buildings or contract works; c. the cost of complying with any statutory or local authority requirement regarding the damaged or undamaged part of the buildings or contract works, unless notice of such requirement was served before the damage and provided the buildings or contract works were originally built according to any government and local authority regulations in force at that time; d. the fees of architects, surveyors or consulting engineers; e. clearing, cleaning and repairing drains, gutters, sewers and the like on your property which are blocked or damaged. <p>We will not pay for the cost of preparing a claim.</p>
Special rebuilding conditions	<p>You may rebuild or replace buildings which are totally destroyed in any manner suitable to your requirements and/or on another site provided this does not increase the cost.</p>
Under insurance	<p>If, at the time of damage, we establish that the amount insured does not represent the amount it would cost to reinstate the buildings, including an allowance for other costs, we will reduce the amount we pay for any claim or loss in the proportion that the premium you have paid bears to the premium we would have charged you if you had declared the actual cost of reinstatement.</p> <p>We will only apply this calculation if:</p> <ol style="list-style-type: none"> 1. we establish that the values declared to us are less than 85% of the actual reinstatement cost; and 2. we establish that your failure to declare the actual reinstatement cost was not deliberate or reckless and was a breach of your obligation to: <ol style="list-style-type: none"> a. make a fair presentation of the risk to us before the start of the period of insurance; or b. notify us of a change of circumstances in relation to the reinstatement cost of the buildings, which may materially affect the policy; or c. make a fair presentation of the risk to us when notifying us of a change of circumstances in relation to the reinstatement cost of the buildings which may materially affect the policy. <p>This remedy may apply in addition to General Conditions 2. b.ii. and 4. b. ii. If your failure to declare the actual reinstatement cost was deliberate or reckless, the remedy under General Conditions 2.a. or 4.a. will apply.</p>

Index linking

The **amount insured** for **buildings** will be adjusted monthly in line with any change in nationally published indices. **We** will not reduce the **amount insured** without **your** consent.

Your obligations

If any damage occurs

We will not make any payment under this section unless **you**:

1. notify **us** promptly of any **damage** which might be covered;
2. report to the police, as soon as is reasonably possible, any **damage** arising from theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them; and
3. arrange for urgent repairs to be done immediately. Before any other repair work begins **we** have the right to inspect the damaged **property**. **We** will tell **you** if **we** want to do this.

Unoccupancy

You must tell **us** immediately if the **buildings**, including any self-contained areas thereof, will be **unoccupied** for any reason, including pending any work to extend, renovate, build or demolish any part of the **buildings**. **We** may change the terms and conditions of this **policy** or impose additional requirements that **you** must carry out. If **we** impose additional requirements **we** will tell **you** the timeframes within which **you** must carry them out.

If **you** do not tell **us**, we will not make any payment under this section for **damage** occurring while the **buildings** are **unoccupied**, other than where caused by fire, lightning, earthquake or aerial impact.

Buildings not in use

For **damage** to **buildings** closed due to **seasonal building usage** **you** must ensure that:

- a. the central heating system is kept in full and effective operation at a minimum temperature of 13°C (55°F); or
- b. the water services are shut off at the stopcock where they enter the **building**, other than those necessary to maintain fire prevention systems;
- c. the **building** is inspected by **you** or on **your** behalf by a responsible adult at least weekly for signs of defects, damage, vandalism or unauthorised access; and
- d. an inspection log of all defects, damage, signs of vandalism or unauthorised access is maintained and available for inspection by **us** at any time.

All damage or defects must be rectified accordingly and all necessary repairs undertaken to make the **building** secure following any act of vandalism or unauthorised access.

We will not make any payment under this section in respect of any incident occurring whilst **you** are not in compliance with these conditions unless **you** can demonstrate that such non-compliance could not have increased the risk of the **damage** occurring in the circumstances in which it occurred.

Special conditions

Workmen

Workmen are permitted in or about any of the **buildings** for the purposes of carrying out minor alterations, repairs, decoration and maintenance without invalidating this insurance.

Building contracts

For the duration of the **building contract**, the insurance cover provided under this **policy** for the **buildings**, the **contract works** and the **site materials** is considered to be held jointly by **you** and the **contractor**, but only in so far as this is required under the terms of the **building contract**.

The General terms and conditions, the Property definitions and the following terms and conditions all apply to this section.

Special definitions for this section

Contents	<p>The contents of your insured location used in connection with your activities which belong to you or for which you are legally responsible, including:</p> <ol style="list-style-type: none"> a. computers; b. stock; c. fine art; d. tenant's improvements, decorations, fixtures and fittings and other general contents including, if attached to the building, external signs, aerials, satellite dishes; e. pipes, ducting, cables, wires and associated control equipment within the insured location and extending to the public mains; f. sports equipment, gardening equipment, plant and machinery; g. technical equipment including PA, projection, sound, lighting, editing and other equipment kept within the insured location. <p>Money and personal effects are not included within this definition.</p>
Fine art	Art, antiques and collectibles of particular value due to their age, style, artistic merit or collectability.
Hacker	Anyone who maliciously targets you and gains unauthorised access to your website, intranet, computer system, network, telephony equipment or data that you hold electronically.
Money	Cash, bank and currency notes, cheques, travellers' cheques, postal orders, money orders, crossed bankers' drafts, current postage stamps, savings stamps and certificates, National Insurance stamps, trading stamps, gift tokens, customer redemption vouchers, company sales vouchers, credit card counterfoils, travellers' tickets, VAT purchase receipts, contents of franking machines and, insofar as they are not otherwise insured, holiday-with-pay stamps and luncheon vouchers, all belonging to you .
Personal effects	Articles worn, used or carried about the person excluding cash, bank and currency notes and jewellery.
Rent payable	Rent for the insured location that you must legally pay whilst the insured location or any part of it is unusable as a result of damage insured by this section.
Stock	Goods held in trust, stock, samples, merchandise goods, food, drink, and tobacco.

What is covered

	We will insure you against damage occurring during the period of insurance to contents at the insured location and any other items specified in the schedule.
Additional cover	The following are also provided up to the amount shown in the schedule:
Costs following glass breakage	<ol style="list-style-type: none"> 1. The necessary and reasonable costs you incur following breakage or scratching during the period of insurance of glass, which belongs to you or for which you are legally responsible, for: <ol style="list-style-type: none"> a. temporary boarding-up; b. repair of window frames or removal or replacement of fixtures and fittings in the course of replacing the glass; c. replacement lettering or other ornamental work and alarm foil on glass.
Additions to contents	<ol style="list-style-type: none"> 2. Damage occurring during the period of insurance to any additional contents, provided you tell us the additional values as soon as possible and pay the appropriate premium.

Property – Contents

Policy wording

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|---|---|
| Money | <p>3. Damage occurring during the period of insurance to money held in connection with your activities:</p> <ul style="list-style-type: none"> a. at the insured location while open for business; b. at the insured location in a locked safe; c. in transit within the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland or whilst at the home of any councillor, trustee, employee or volunteer of yours in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland. |
| Identity fraud | <p>4. The following reasonable and necessary expenses you have to pay solely as a direct result of an identity fraud occurring during the period of insurance:</p> <ul style="list-style-type: none"> a. solicitor's fees to defend a claim against you by financial institutions, to remove incorrect judgments, to challenge a credit rating or to witness your signature; b. the cost of sending letters by certified post and making telephone calls to the police, financial institutions and credit agencies; c. fees charged when you re-apply for a commercial loan that was originally rejected. |
| Personal effects | <p>5. Damage occurring in the insured location during the period of insurance to the personal effects of your councillors, trustees, employees, volunteers or visitors to the insured location provided they are not insured elsewhere.</p> |
| Reconstitution of electronic data | <p>6. The reasonable cost of reconstitution of data a direct result of damage covered under this section.</p> |
| Reconstitution of other business documents | <p>7. The reasonable costs of replacing or reconstituting your business documents that are not held electronically and which you need to continue your activities, if such documents have been lost or destroyed as a direct result of damage covered under this section.</p> |
| Lock replacement | <p>8. The costs you incur to replace locks and keys necessary to maintain the security of the insured location or safes following theft of keys involving force and violence occurring during the period of insurance.</p> |
| Building damage by theft | <p>9. The cost of repairing damage occurring during the period of insurance to the buildings at the insured location caused by theft or attempted theft and for which you are legally liable.</p> |
| Personal assault following robbery or attempted robbery | <p>10. Compensation as shown in the schedule if any councillor, trustee, employee or volunteer of yours is physically injured in the course of your activities in a robbery or attempted robbery occurring during the period of insurance within the geographical limits and dies or is permanently disabled solely and directly as a result of the injury within two years from the date it happened. This cover only applies to people aged between 16 and 70 at the start of the period of insurance.</p> |
| Metered water and fuel | <p>11. The cost that you incur for any metered water and fuel used at the insured location when such water or fuel has been accidentally released or rendered unusable for its intended purpose as a direct result of damage occurring during the period of insurance to any storage tank, equipment or piping resulting from a cause not otherwise excluded.</p> |
| Outdoor items | <p>12. Damage occurring during the period of insurance to outdoor furniture, heaters, ornaments and statues that are normally left outdoors within the confines of the insured location.</p> |
| Marquees | <p>13. Damage occurring during the period of insurance to any marquee and associated lighting, heating and furnishings that are erected within the confines of the insured location shown in the schedule provided that you are legally responsible for such damage and it is not insured elsewhere.</p> |

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|---|---|
| Refrigerated stock | 14. The costs you incur to replace spoiled refrigerated goods stored in a refrigeration unit at the insured location caused by a sudden failure of the unit, escape of refrigerant or refrigeration fumes, or accidental failure of the public electricity supply occurring during the period of insurance . This extension will only apply if the refrigeration unit is less than five years old or is maintained under annual contract by a suitably qualified refrigeration engineer. |
| Undamaged tenant's improvements | 15. Tenant's improvements if your lease is cancelled by the lessor as a consequence of damage occurring during the period of insurance to the insured location , provided the cancellation is a valid condition of your lease and tenant's improvements are an insured item under this policy . |
| Defective title – fine art | 16. If, during the period of insurance , someone claims that an item of fine art is not rightfully yours and you are legally obliged to return the item to its rightful owner because it is proved that you do not have good title to it, we will pay you the amount you paid for it, or the value shown in the schedule or valuation if this is less. We will only do this if: <ul style="list-style-type: none"> a. you bought the item during the period that the fine art has been insured with us; and b. you tell us about the claim during the period of insurance; and c. you made reasonable enquiries about the item's provenance before you bought it. |
| Continuing hire charges | 17. Continuing hire charges for contents hired in by you whilst such contents are being repaired as a direct result of damage occurring during the period of insurance , provided: <ul style="list-style-type: none"> a. you are legally liable for such costs; and b. we have made payment or admitted liability for such damage. |
| Contents temporarily elsewhere | 18. Damage occurring during the period of insurance to contents temporarily elsewhere in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland, including whilst in transit. |
| Exhibition stands and equipment temporarily elsewhere | 19. Damage occurring during the period of insurance to exhibition stands and exhibition equipment which belongs to you or for which you are legally responsible within the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland, including whilst in transit. |
| Defibrillators | 20. Damage occurring during the period of insurance to defibrillators and defibrillator cabinets, which belong to you or for which you are legally responsible within the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland, including whilst in transit. |
| Bequeathed property | 21. Damage occurring during the period of insurance to contents anywhere in the geographical limits bequeathed to you provided you tell us the additional values as soon as possible and no later than three months from the commencement of your interest in the bequeathed contents . If you do not, we will not have to pay any claim. You must pay the appropriate premium. We will not make any payment for money , aircraft or other aerial devices, hovercraft, watercraft or any mechanically propelled vehicles and their trailers or where the item of bequeathed contents is insured under any other policy. The limit shown in the schedule represents the replacement cost value. |
| Fund raising events | 22. Damage occurring during the period of insurance to raffle prizes or auction lots, additional stock or contents hired in for any fund raising event, religious festival or similar event. |
| Contents kept at home | 23. Damage occurring during the period of insurance to contents used and kept at the home of any councillor , trustee, employee or volunteer of yours for the purposes of the business , provided the home is in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland. |

Fraud and dishonesty

24. **Your** direct financial loss as a direct result of fraud or dishonesty of any **councillor**, trustee, treasurer, secretary, financial officer or employee of **yours** occurring during **the period of insurance**, provided that:
- a. there was a clear intention to cause **you** financial loss or damage and to obtain a personal financial gain over and above salary, bonus or commission; and
 - b. the loss is notified to **us** within ten working days of its discovery by **you**; and
 - c. dual controls exist for the signing of cheques, issuing instructions for disbursements of assets or funds, fund transfer procedures and investment; and
 - d. satisfactory references not indicating any dishonesty have been received for all new employees.

For a reference to be satisfactory it must be a written or fully documented verbal reference for a period of two years prior to the commencement of employment of the employee obtained from:

- i. a previous employer; or
- ii. an accountant and one other customer in respect of any periods of self-employment; or
- iii. the school or college in respect of any of full-time education.

The most **we** will pay for all losses occurring during the **period of insurance** arising from the fraud or dishonesty of any **councillor**, trustee, treasurer, secretary, financial officer or employee of **yours** is the amount shown in the schedule.

What is not covered

We will not make any payment for:

1. **damage** caused by:
 - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause. This clause does not apply to the cover under **What is covered**, Refrigerated stock;
 - b. dryness or humidity, being exposed to light or extreme temperatures, unless this is a result of **storm** or fire. This clause does not apply to the cover under **What is covered**, Refrigerated stock;
 - c. coastal or river erosion;
 - d. a rise in the water table;
 - e. theft from an unattended vehicle unless the item is out of sight in a locked boot;
 - f. frost, other than **damage** due to water leaking from burst pipes forming part of the permanent internal plumbing provided the **insured location** is occupied and in use;
 - g. **date recognition**; or
 - h. a **virus** or **hacker**.
2. **damage** to property being cleaned, worked on or maintained, other than **fine art**.
3. **damage** to any **computers, equipment** or oil or water storage tanks or electrical or mechanical plant or equipment directly resulting from its own **failure**.
4. loss or distortion of information resulting from error or malfunction of **computers**.
5. the value to **you** of any lost or distorted information.
6. misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
7. unexplained loss or disappearance or inventory shortage.
8. loss due to clerical or accounting errors.
9. financial loss due to **your** parting with title or possession of property or rights to property prior to receiving payment in full.
10. any indirect losses which result from the incident which caused **you** to claim.

Property – Contents

Policy wording

11. a. **damage** caused solely by pollution or contamination; or
 - b. any costs or expenses relating to the clean up or decontamination of land caused by pollution or contamination.
12. the amount of the **excess**.
13. any **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:
 - a. **terrorism**;
 - b. civil commotion in Northern Ireland;
 - c. **war**;
 - d. **confiscation**;
 - e. **nuclear risks**;
 - f. **communicable disease** or the fear or threat of **communicable disease**; or
 - g. any action taken in controlling, preventing, suppressing or in anyway responding to a. to f. above.

If there is any dispute between **you** and **us** over the application of 13a or 13b above, it will be for **you** to show that the clause does not apply.

How much we will pay

We will pay up to the **amount insured** shown in the schedule unless limited below or in the schedule.

Repair and replacement

At **our** option **we** will repair, restore, replace or pay for any lost or damaged items on the following basis:

1. for **contents** other than **stock**, **personal effects** or **fine art**, the cost of repair or replacement as new.
2. for **stock**, other than second-hand **stock** or goods held in trust, the cost of repair or replacement at the cost price to **you**.
3. for second-hand **stock**, the cost of repair or replacement at the trade market value.
4. for goods held in trust, the lesser of:
 - i. **your** liability in respect of the goods held in trust; or
 - ii. the cost of repair or replacement at the trade market value of such goods.
5. for **personal effects**, the cost of repair or replacement as new, but not more than the amount shown in the schedule for each incident of loss.
6. for **fine art**, the agreed value of the individual item lost or damaged as shown in the schedule or valuation.

However, if the item is only partly damaged, **we** will decide whether **we** repair, restore, replace or pay the agreed value of the damaged item. If **we** repair or restore a damaged item, **we** will also pay for any loss in value.

For any item of **fine art** which has not been individually valued in the schedule or valuation, **we** will decide whether **we** repair, restore, replace or make a cash settlement for that item. If **we** choose to make a cash settlement, **we** will pay the market value of the item immediately prior to the **damage**, taking account of any increased value the item may have because it forms part of a pair or set. The most **we** will pay for any one item, pair or set is £25,000.

Debris removal

We will pay the necessary and reasonable costs and expenses **you** incur to remove debris of **contents** from the premises or the area immediately adjacent, following **damage** insured by this section.

Property – Contents

Policy wording

Under insurance

If, at the time of **damage**, **we** establish that the **amount insured** does not represent the total value of the **contents**, **we** will reduce the amount **we** pay in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you** if **you** had declared the total value of the **contents**.

We will only apply this calculation if:

1. **we** find that the **amount insured** is less than 85% of the **contents**; and
2. **we** establish that **your** failure to declare the total value of the **contents** was not deliberate or reckless and was a breach of **your** obligation to:
 - a. make a fair presentation of the risk to **us** before the start of the **period of insurance**; or
 - b. notify **us** of a change of circumstances in relation to the total value of the **contents**, which may materially affect the **policy**; or
 - c. make a fair presentation of the risk to **us** when notifying **us** of a change of circumstances in relation to the total value of the **contents** which may materially affect the **policy**.

This remedy may apply in addition to General Conditions 2. b.ii. and 4. b. ii.

If **your** failure to declare the total value of the **contents** was deliberate or reckless, the remedy under General Conditions 2.a. or 4.a. will apply.

Index linking

The **amount insured** for **contents**, other than **fine art**, will be adjusted monthly in line with any increase in nationally published indices. **We** will not reduce the **amount insured** without **your** consent.

Personal assault following robbery or attempted robbery	We will not pay compensation under more than one heading in the schedule for the same injury.
Pair and sets	If any contents which have an increased value because they form part of a pair or set suffer damage , any payment we make will take account of the increased value.
Other interests	Any payment will take into account the interest of any party having an insurable interest in the contents insured, provided you have advised us of the nature and extent of the interest together with the name and address of that interested party.

Your obligations

If any damage occurs	<p>We will not make any payment under this section unless you:</p> <ol style="list-style-type: none"> 1. notify us promptly of any damage which might be covered; 2. report to the police, as soon as reasonably possible, any damage arising from theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them; and 3. arrange for urgent repairs to be done immediately. Before any other repair work begins we have the right to inspect the damaged property. We will tell you if we want to do this.
Backing-up electronic data	You must take all reasonable steps to make back-up copies of all such data at least once a week and keep the copies away from the insured location . If you do not, we may reduce any payment we make under this section by an amount equal to the detriment we have suffered as a result.
Protections	<p>You must ensure that all fire alarms, fire break doors, shutters and safety curtains, security systems and physical protections notified to us are in full operation whenever the insured location is left unattended, unless you have already advised us that a system is not working properly. We may then vary the terms and conditions of this policy. All systems must be regularly serviced under contract by a reputable company at least annually.</p> <p>We will not make any payment under this section in respect of any incident occurring whilst you are not in compliance with this condition unless you can demonstrate that such non-compliance could not have increased the risk of the damage occurring in the circumstances in which it occurred.</p>
Unoccupancy	<p>You must tell us immediately if the buildings, including any self-contained areas thereof, will be unoccupied for any reason, including pending any work to extend, renovate, build or demolish any part of the buildings. We may change the terms and conditions of this policy or impose additional requirements that you must carry out. If we impose additional requirements we will tell you the timeframes within which you must carry them out.</p> <p>If you do not tell us, we will not make any payment under this section for damage occurring while the buildings are unoccupied.</p>
Buildings not in use	<p>For buildings closed due to seasonal building usage you must ensure that:</p> <ol style="list-style-type: none"> a. the central heating system is kept in full and effective operation at a minimum temperature of 13°C (55°F); or b. the water services are shut off at the stopcock where they enter the building, other than those necessary to maintain fire prevention systems; c. the building is inspected by you or on your behalf by a responsible adult at least weekly for signs of defects, damage, vandalism or unauthorised access; and d. an inspection log of all defects, damage, signs of vandalism or unauthorised access is maintained and available for inspection by us at any time. All damage or defects must be rectified accordingly and all necessary repairs undertaken to make the building secure following any act of vandalism or unauthorised access. <p>We will not make any payment under this section in respect of any incident occurring whilst you are not in compliance with these conditions unless you can demonstrate that such non-compliance could not have increased the risk of the damage occurring in the circumstances in</p>



Property – Contents

Policy wording

which it occurred.



Property – Contents

Policy wording

Cash, bank and currency notes in transit

You must ensure that cash, bank and currency notes in transit with a total value:

- a. between £2,000 and £6,000 is carried by at least two able bodied adults;
- b. between £6,001 and £10,000 is carried by at least three able bodied adults;
- c. in excess of £10,001 is carried by a Security Industry Authority approved cash and valuables in transit company.

Please check the **policy** schedule to see what cover **you** have for **money** as it may be lower than the above limits.

We will not make any payment under this section in respect of any incident occurring whilst **you** are not in compliance with these conditions unless **you** can demonstrate that such non-compliance could not have increased the risk of the **damage** occurring in the circumstances in which it occurred.

Property – Business interruption

Policy wording

Please read the schedule to see if **your** loss of **income** or loss of **gross profit** or **additional increased costs of working** are covered.

The General terms and conditions, the Property definitions and the following terms and conditions all apply to this section.

Special definitions for this section

Accidental bodily injury	An identifiable bodily injury, including illness solely and directly resulting from the injury, to a key person which is caused by an accident occurring at an identifiable time and place during the period of insurance and which results in the key person's death or disablement .
Additional increased costs of working	The additional costs and expenses, not including the costs of reconstitution of data , reasonably incurred by you with our prior consent in order to continue your business or minimise your loss of income or gross profit during the indemnity period and not limited to the reduction in income or gross profit saved.
Alternative hire costs	The reasonable hire costs incurred by you during the period of insurance for the necessary hire of a substitute item of similar type and capacity either whilst property is being repaired or until permanently replaced, following insured damage or insured failure .
Annualised amount insured	The amount insured divided by the indemnity period multiplied by 12.
Disablement	A condition which, in the opinion of a qualified medical adviser approved by us , entirely prevents the key person from attending to their duties on your behalf.
Gross profit	The difference between the sum of your income , closing stock and work in progress and the sum of your opening stock, work in progress and uninsured working expenses .
Illness	An illness or disease contracted by a key person which first becomes apparent during the period of insurance and which results in the key person's disablement .
Income	The total income from your activities carried out from your insured location .
Increased costs of working	The costs and expenses necessarily and reasonably incurred by you for the sole purpose of minimising the reduction in income from your activities during the indemnity period , but not exceeding the reduction in income saved.
Indemnity period	The period, in months, beginning at the date of the insured damage or insured failure , or the date the restriction is imposed, and lasting for the period during which your income is affected as a result of such insured damage , insured failure or restriction, but for no longer than the number of months shown in the schedule.
Insured damage	Damage , other than failure , to property provided that: <ul style="list-style-type: none"> a. the damage is not otherwise excluded by the buildings, contents or other property section of this policy; and b. payment has been made or liability admitted by the insurer under any insurance covering such damage.
Insured failure	Failure of equipment , computers , oil or water storage tanks and other insured items provided that: <ul style="list-style-type: none"> a. the failure is not otherwise excluded by the Equipment breakdown section of this policy; and b. payment has been made or liability admitted by us under the Equipment breakdown section of this policy.
Key person	Any of your treasurers, financial officers, secretaries, clerks, deputy clerks, groundsmen or deputy groundsmen aged between 21 and 90 inclusive at the start of the period of insurance . We consider them to be key persons only while they are working on behalf of your activities or commuting for the purposes of your activities .

Notifiable human disease	Any of the following human infectious or human contagious diseases, an outbreak of which must be notified to the local authority. <ul style="list-style-type: none"> a. acute encephalitis; b. anthrax; c. cholera; d. dysentery; e. legionellosis; f. legionnaires disease; g. leptospirosis; h. paratyphoid fever; i. rabies; or j. tetanus.
Rate of gross profit	The percentage produced by dividing gross profit by your income during the financial year immediately before any insured damage, insured failure or restriction.
Rent	Rent: <ul style="list-style-type: none"> a. for the insured location that you must legally pay whilst the insured location or any part of it is unusable as a result of insured damage, insured failure or restriction; b. that you cannot legally recover from your tenants whilst the buildings or any part are unusable as a result of insured damage, insured failure or restriction.
Uninsured working expenses	Purchases less discounts received, bad debts, rent and any other item described in the schedule.

What is covered

We will insure **you** for **your** financial losses and other items specified in the schedule, resulting solely and directly from an interruption to **your activities** caused by:

Financial losses from insured damage	1. insured damage to property: <ul style="list-style-type: none"> a. insured under any property section of this policy, other than equipment breakdown; or b. insured elsewhere, but not under this policy, provided the damage occurred whilst the property was contained at the insured location.
Denial of access	2. insured damage to property within 1km of the insured location which prevents or hinders your access to the insured location .
Non-damage denial of access	3. an incident within a 1km radius of the insured location which results in a denial of access or hindrance in access to the insured location during the period of insurance , imposed by any civil or statutory authority or by order of the government or any public authority, for more than 24 hours.
Bomb threat	4. your total inability to use the insured location due to restrictions imposed by the police or British Armed Forces caused by the presence or suspected presence of an incendiary or explosive device within the premises or in the vicinity of the insured location during the period of insurance , provided that such restriction applies for more than four hours and subject to our liability being limited to the actual period that total access is denied. No cover will be provided if actual damage or failure is caused by the device.
Suppliers	5. insured damage , other than damage caused by flood or earth movement , arising at the premises of one of your suppliers operating and based in the European Union, the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar, other than water, gas, electricity or telecommunications services.
Public utilities	6. failure in the supply of water, gas, electricity or telecommunications services supplied by a supplier operating and based in the European Union, the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar, to the

Property – Business interruption

Policy wording

insured location for more than 24 consecutive hours caused by **insured damage**, other than **flood** or **earth movement**, to any land based premises of the supply authority or the terminal feed to the **insured location**, or underground pipes or underground cables conveying such services from the supply authority to **your** premises.

Public authority	7. your inability to use the insured location due to restrictions imposed by a public authority during the period of insurance following: <ol style="list-style-type: none"> a. a murder or suicide; b. an occurrence of a notifiable human disease; c. injury or illness of any person traceable to food or drink consumed on the premises; d. defects in the drains or other sanitary arrangements; e. vermin or pests at the premises.
Failure of safety equipment	8. accidental failure of a safety curtain, emergency lighting system or fire alarm system to operate at the insured location during the period of insurance for more than 24 consecutive hours;
Loss of attraction	9. insured damage to property within 1km of the insured location resulting in a shortfall in your expected income or gross profit for more than seven consecutive days.
Equipment breakdown	10. insured failure .
Additional cover	
Key person cover	1. If a key person suffers accidental bodily injury or contracts an illness which lasts for more than 14 days, we will pay you for the expense you incur in replacing that key person during the period of insurance and any subsequent period of insurance , less any savings you are able to make in order to avoid or reduce a loss.
Unauthorised use of public utilities	2. We will insure you for your financial losses arising directly from the unauthorised use of water, gas, electricity or telecommunications services for more than 12 hours by third-parties during the period of insurance and notified to us within three months of the unauthorised use.

What is not covered

1. **We** will not make any payment for any interruption to **your activities** directly or indirectly caused by, resulting from or in connection with **terrorism**. This does not apply to the cover under **What is covered**, Bomb threat.
2. **We** will not make any payment under this section if **your activities** are discontinued permanently or if a liquidator or receiver is appointed.
3. **We** will not make any payment under **What is covered**, **Additional cover**, Key person cover where the **accidental bodily injury** to or **illness** of a **key person** is directly or indirectly caused by or results from:
 - a. any emotional or psychiatric disorder or condition;
 - b. the **key person** taking or using drugs or controlled substances (other than drugs legally and appropriately prescribed by a qualified medical practitioner and properly used by the **key person**);
 - c. the **key person** committing suicide or deliberately injuring themselves or putting themselves in unnecessary danger (unless trying to save a human life);
 - d. any criminal act by **you** or the **key person**;
 - e. pregnancy or any condition connected with pregnancy or childbirth;
 - f. any physical defect, infirmity or medical condition known to the **key person** at the inception date of this **policy**, unless the defect, infirmity or condition has been without the need for any medical advice or medical treatment during the 24 month period preceding that **key person** suffering the **accidental bodily injury** or contracting the **illness**.
4. **We** will not make any payment for any interruption or loss directly or indirectly caused by, contributed to by, resulting from or in connection with any **communicable disease** or the fear or threat of any **communicable disease**. However, this exclusion does not apply to



Property – Business interruption

Policy wording

What is covered, Public authority 7b in respect of any **notifiable human disease**.

How much we will pay

We will pay up to the **amount insured** unless limited below or shown in the schedule. **We** will pay for no longer than the period shown in the schedule against each insured item.

If **you** are accountable to the tax authorities for Value Added Tax, the amount **we** pay will be exclusive of such tax.

The amount **we** pay for each item will be calculated as follows:

Loss of income

The difference between **your** actual **income** during the **indemnity period** and the **income** it is estimated **you** would have earned during that period or, if this is **your** first trading year, the difference between **your income** during the **indemnity period** and during the period immediately prior to the loss, less any savings resulting from the reduced costs and expenses **you** pay out of **your income** during the **indemnity period**. **We** will also pay for **increased costs of working** and **alternative hire costs**.

Property – Business interruption

Policy wording

Loss of gross profit	The sum produced by applying the rate of gross profit to any reduction in income during the indemnity period plus increased costs of working and alternative hire charges , less any business expenses or charges which cease or are reduced.
Key person cover	We will pay the expense you incur up to the amounts shown in the schedule. If a key person is suffering from temporary disablement , we will pay only for the period of that key person's disablement and we will consider the key person to have made a recovery when he or she is able to engage in and perform the major duties of his or her role in your activities .
Outstanding debts	Any of your outstanding debts which you are unable to recover following loss of your accounting records as a direct result of insured damage or insured failure .
Accountant's charges	The amount we will pay for loss of income , or loss of gross profit if applicable, includes the reasonable charges you pay to your professional accountant for producing information we require in support of a request for settlement under this section.
Under insurance	If, at the time of insured damage , insured failure or restriction, we establish that the annualised amount insured declared to us does not represent your actual income or your actual gross profit during the 12 months immediately preceding the date of the insured damage , insured failure or restriction, we will reduce the amount we pay in the proportion that the premium you have paid bears to the premium we would have charged you if you had declared your actual income or your actual gross profit . We will only apply this calculation if: <ol style="list-style-type: none"> 1. we establish that the annualised amount insured is less than 85% of your actual income or your actual gross profit during the 12 months immediately preceding the start of the period of insurance; and 2. we establish that your failure to declare your actual income or your actual gross profit was not deliberate or reckless and was a breach of your obligation to make a fair presentation of the risk to us before the start of the period of insurance. <p>This remedy may apply in addition to General Condition 2. b.ii. If your failure to declare your actual income or your actual gross profit was deliberate or reckless, the remedy under General Condition 2.a. will apply.</p>
Business trends	The amount we pay for loss of income or loss of gross profit will be amended to reflect any special circumstances or business trends affecting your activities , either before or after the loss, in order that the amount paid reflects as near as possible the result that would have been achieved if the insured damage , insured failure or restriction had not occurred.
Special limits	
Failure of safety equipment	We will only pay for your loss of income or loss of gross profit for up to 72 consecutive hours from the time of the failure.
Loss of attraction	We will only pay for your financial losses or other items specified in the schedule for up to three consecutive months from the time of the insured damage .

Your obligations

If any damage occurs	We will not make any payment under this section unless you notify us promptly of any damage or event which might prevent or hinder you from carrying on your activities .
Property insurance	Where the damage involves property you own or are legally responsible for, we will not make any payment unless you have property insurance in force covering the damage and payment has been made, or liability admitted, under that insurance for the damage .
Accounts records	You must keep a record of all amounts owed to you and keep a copy of the record away from the insured location . If you do not, we may reduce any payment we make under this section by an amount equal to the detriment we have suffered as a result.

The General terms and conditions, the Property definitions and the following terms and conditions all apply to this section.

Special definitions for this section

Derangement	Electrical or mechanical malfunction of computers arising from a cause internal to the computer unaccompanied by visible damage to or breaking out of any parts of the computer .
Hazardous substance	Any substance, other than ammonia, that has been declared to be hazardous to health by a governmental agency.

What is covered

Equipment and computers	1. We will insure you against failure occurring during the period of insurance to: <ol style="list-style-type: none"> a. equipment at the insured location; and b. computers at the insured location; and c. computers temporarily elsewhere in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland.
Hazardous substances	2. We will pay for the additional cost to repair, replace, clean-up or dispose of equipment or computers solely due to contamination by a hazardous substance following a failure occurring during the period of insurance .
Reconstitution of electronic data	3. The reasonable costs for reconstitution of data as a direct result of: <ol style="list-style-type: none"> a. failure covered under this section; or b. derangement occurring during the period of insurance.
Expediting expenses	4. We will pay for the reasonable costs to make temporary repairs and expedite permanent repairs to or permanent replacement of equipment or computers following failure occurring during the period of insurance .
Building repair and reconstruction requirements	5. If failure of insured equipment, computers or oil or water storage tanks covered by this section causes damage to a building covered by this policy , and the loss is increased by enforcement of any regulation or legal requirement that: <ol style="list-style-type: none"> a. regulates the construction or repair of buildings; or b. establishes land use requirements; then we will pay for the necessary and reasonable additional costs incurred by you to: <ol style="list-style-type: none"> i. demolish and clear the site of undamaged parts; and ii. repair or rebuild the building. If the building is repaired or rebuilt, it must be intended for similar use or occupancy as the current building, unless otherwise required by any land use regulation or legal requirement.
Oil and water storage tanks	6. We will pay for: <ol style="list-style-type: none"> a. failure occurring during the period of insurance to oil and water storage tanks, including connected pipework, which belong to you or for which you are legally responsible at the insured location; and b. the reasonable costs to: <ol style="list-style-type: none"> i. replace the contents of oil storage tanks at the premises; and ii. clean and decontaminate property at the premises; following damage to such tanks covered by this section, if the contents of the tank leak, discharge or overflow from the tank or are contaminated as a direct result of the damage.

What is not covered

We will not make any payment for:

1. **damage to equipment, computers** or oil or water storage tanks due to **failure** caused by wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause.
2. **failure** caused by:
 - a. a hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel; or
 - b. an insulation breakdown test of any type of electrical equipment; or
 - c. a **virus**.
3. the value to **you** of any lost or distorted data or information.
4. **damage to:**
 - a. any structure, foundation, masonry, brickwork, cabinet or compartment which supports **equipment, computers** or oil or water storage tanks;
 - b. any insulating or refractory material;
 - c. sewer piping, underground vessels or piping, or piping forming a part of a sprinkler system;
 - d. water piping other than boiler feedwater piping, boiler condensate return piping, hot water heating and supply piping or water piping forming a part of a refrigerating or air conditioning system;
 - e. sprinkler system tanks;
 - f. vehicles other than fork-lift trucks, aircraft, floating vessels or any equipment mounted on them;
 - g. dragline, excavation or construction equipment;
 - h. equipment manufactured by **you** for sale;
 - i. tools, dies, cutting edges, crushing surfaces, trailing cables, non-metallic linings, driving belts or bands or any part requiring periodic renewal;
 - j. any electronic equipment, other than **computers**, used for research, diagnostic, treatment, experimental or other medical or scientific purposes;
 - k. **production or process equipment;**
 - l. domestic laundry, kitchen, audio visual and home entertainment equipment whilst such equipment is used in private living quarters.
5. **damage to any equipment, computers** or oil or water storage tanks not insured under the other Property sections of this **policy**.
6. loss or damage recoverable under any maintenance agreement, warranty or guarantee, or which would be recoverable but for a breach of **your** obligations under such agreement, warranty or guarantee.
7.
 - a. **damage** directly or indirectly caused by, resulting from or in connection with **terrorism** or any action taken to control, prevent or respond to **terrorism**;
 - b. **damage** in Northern Ireland directly or indirectly caused by civil commotion.

If there is any dispute between **you** and **us** over the application of this exclusion, it will be for **you** to show that the exclusion does not apply.
8. **war, confiscation and nuclear risks**.
9. the amount of any **excess**.

How much we will pay

We will pay up to the **amount insured** shown in the schedule unless limited below or in the schedule.

All losses which arise from the same original cause or event or a single source will be regarded as one incident of loss.

Repair and replacement

At **our** option **we** will repair, replace or pay for any lost or damaged items on the following basis:

1. for **equipment, computers**, oil or water storage tanks or other insured items owned by **you**, the cost of repair or replacement as new;
2. for **equipment, computers**, oil or water storage tanks or other insured items for which **you** are legally responsible, the lesser of:
 - a. **your** liability in respect of the **equipment** or **computers** or items; or
 - b. the cost of repair or replacement.

Debris removal

We will pay the necessary and reasonable costs and expenses **you** incur to remove debris of **equipment, computers**, oil or water storage tanks or other insured items from the **insured location** or the area immediately adjacent, following **damage** insured by this section.

Other interests

Any payment **we** make will take into account the interest of any party having an insurable interest in the **property** insured, provided **you** have advised **us** of the nature and extent of the interest together with the name and address of that interested party.

Your obligations

If any damage occurs

We will not make any payment under this section unless **you**:

1. notify **us** promptly of any **failure** which might be covered; and
2. arrange for urgent repairs to be done immediately. Before any other repair work begins **we** have the right to inspect the damaged **property**. **We** will tell **you** if **we** want to do this.

Backing-up electronic data

You must take all reasonable steps to make back-up copies of data at least once a week and keep the copies away from the **insured location**. If **you** do not, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.

Precautions

You must take reasonable steps to:

1. comply with any statute or order applicable to the insured **equipment, computers** or oil or water storage tanks; and
2. ensure that insured **equipment, computers** and oil or water storage tanks are properly maintained and used in accordance with the manufacturer's recommendations.

We will not make any payment under this section in respect of any incident occurring whilst **you** are not in compliance with this condition unless **you** can demonstrate that such non-compliance could not have increased the risk of the loss occurring in the circumstances in which it occurred.

The General terms and conditions and the following terms and conditions all apply to this section.

Special definitions for this section

Bodily injury	Death or any bodily or mental injury or disease.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Employee	<p>Any person normally resident in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland working for you in connection with your activities who is:</p> <ul style="list-style-type: none">a. employed by you under a contract of service or apprenticeship;b. hired to or borrowed by you;c. self-employed and working on a labour-only basis under your control or supervision;d. engaged by labour-only sub-contractors;e. a labour master or a person supplied by him;f. engaged under a work experience or training scheme;g. a voluntary worker engaged with your permission;h. a councillor, committee member or trustee.
Terrorism	An act, including but not limited to the use of force or violence and/or the threat of force or violence, 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 and/or to put the public, or any section of the public, in fear.

What is covered

Claims against you	<p>If any employee brings a claim against you for bodily injury caused to them during the period of insurance arising out of their work for you within the geographical limits, we will indemnify you against the sums you have to pay as compensation.</p> <p>The amount we pay will include defence costs but we will not pay costs for any part of a claim not covered by this section.</p>
Criminal proceedings	If any governmental, administrative or regulatory body brings any criminal action against you during the period of insurance for any breach of statute or regulation directly relating to any actual or potential claim under this section, we will pay the costs incurred with our prior written consent to defend such an action against you .
Claims against principals	<p>If, as a result of your activities, any party brings a claim, which falls within the scope of What is covered, Claims against you, against a customer or client of yours for whom you are providing services under contract or agreement and you are liable for that claim, we will treat such claim as if made against you and make the same payment to such customer or client that we would have made to you, provided that the party to be indemnified:</p> <ul style="list-style-type: none">a. has not, in our reasonable opinion, caused or contributed to the claim against them;b. accepts that we can control the claim's defence and settlement in accordance with the terms of this section;c. has not admitted liability or prejudiced the defence of the claim before we are notified of it;d. gives us the information and co-operation we reasonably require for dealing with the claim.
Unsatisfied court judgments	If any employee obtains a judgment for damages following bodily injury against any company or individual operating from premises within the United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands and that judgment remains unpaid for more than six months, we will pay to the employee at your request the amount of any unpaid damages and awarded costs provided that:

Employers' liability

Policy wording

- a. the **bodily injury** is caused during the **period of insurance** and arises out of and in the course of his or her employment in **your activities**; and
- b. **we** would have covered **your** liability if **you** had caused the **bodily injury**; and
- c. there is no appeal outstanding; and
- d. the **employee** assigns his or her judgment to **us**.

Additional cover

Court attendance compensation

If any person within the definition of **you** has to attend court as a witness in connection with a claim against **you** covered under this section, **we** will pay **you** compensation for each day, or part of a day, that their attendance is required by **our** solicitor.

What is not covered

We will not make any payment for:

1. any claim or loss directly or indirectly due to:
 - a. any act, breach or omission **you** deliberately or recklessly commit, condone or ignore;
 - b. any **bodily injury** caused to any of **your employees** while they are offshore. An **employee** is regarded as being offshore from the moment they board any form of transport at the departure point for an offshore rig or platform until the moment they disembark on their return from the rig or platform;
 - c. any **bodily injury** to any **employee** while being carried in or upon, or entering or getting onto, or alighting from a vehicle for which insurance or security is required under any road traffic legislation or where **you** are entitled to indemnity from any other source.
2. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.

This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.

How much we will pay

We will pay up to the limit of indemnity shown in the schedule, unless limited below, for all claims and their **defence costs** which arise from the same accident or event.

Special limits

- Terrorism
- The most **we** will pay for claims and their **defence costs** arising from **terrorism** is the amount shown in the schedule. If **we** decide that this limit applies to a claim, it is **your** responsibility to prove that the claim does not arise from **terrorism**.
- Criminal proceedings costs
- We** will pay up to the amount shown in the schedule for the costs to defend criminal proceedings. This applies to all actions brought against **you** during the **period of insurance**.
- Court attendance compensation
- We** will pay **you** £100 for each day, or part day. The most **we** will pay for the total of all court attendance compensation is £10,000.

Your obligations

If a problem arises

1. **We** will not make any payment under this section unless:
 - a. **you** notify **us** within 7 days of anything which may give rise to a claim under this section. At **our** request, **you** must confirm the facts in writing within 30 days with as much information as is available.
You should make this notification directly to **us** (and **your** insurance adviser, if **you** have one) as follows, ensuring **you** quote **your policy** number:
By email to: liability.claims@hiscox.com; or
By post to: Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE.
 - b. **you** notify **us** as soon as practicable of any threatened criminal action by any governmental, administrative or regulatory body.
2. When dealing with **your employee** or a third-party, **you** must not admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. If **you** do, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.

Control of defence

We have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any claim. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** own solicitor but on a similar-fee basis as **our** solicitor and only for work done with **our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

Compulsory insurance clause

This insurance is in accordance with the provisions of any law relating to compulsory insurance of liability to employees in the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands or the Continental Shelf around these countries. **You** must repay all payments **we** make which **we** would not have been liable to pay in the absence of such law.

The General terms and conditions and the following terms and conditions all apply to this section.

Special definitions for this section

Abuse or molestation	Bodily injury directly or indirectly caused by abuse, assault, harassment, mistreatment or maltreatment.
Bodily injury	Death, or any bodily or mental injury or disease of any person.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Denial of access	Nuisance, trespass or interference with any easement or right of air, light, water or way.
Employee	Any person normally resident in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland working for you in connection with your activities who is: <ul style="list-style-type: none"> a. employed by you under a contract of service or apprenticeship; b. hired to or borrowed by you; c. self-employed and working on a labour-only basis under your control or supervision; d. engaged by labour-only sub-contractors; e. a labour master or a person supplied by him; f. engaged under a work experience or training scheme; g. a voluntary worker engaged with your permission; h. a councillor, committee member or trustee.
Inefficacy	The failure of any of your products or any service, process or system provided or managed by you to perform the function or serve the purpose for which it was intended.
Motor vehicle	Any private car, estate car, utility car or passenger-carrying vehicle with not more than eight seats.
No claims discount	The discount allowed by an insurer to the normal premium payable in recognition of a period or periods of insurance without claim under a motor vehicle insurance policy.
Personal injury	False arrest, detention or imprisonment; malicious prosecution; wrongful entry into, or eviction of a person from, a room, dwelling or premises that they occupy; invasion of any rights of privacy.
Pollution	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
Products	Any goods sold, supplied, distributed, manufactured, constructed, erected, installed, altered, tested, serviced, maintained, repaired, cleaned or treated by you .
Property damage	Physical loss of or injury to or destruction of tangible property including the resulting loss of use of such property.
Tool of trade	Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.
You/your	Also includes any person who was, is or during the period of insurance becomes your councillor , committee member or trustee.

What is covered

Claims against you	If, as a result of your activities , any party brings a claim against you for: <ul style="list-style-type: none"> a. bodily injury or property damage occurring during the period of insurance; b. personal injury or denial of access committed during the period of insurance; we will indemnify you against the sums you have to pay as compensation.
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Public and products liability

Policy wording

This includes a claim against any **employee of yours** when they are acting on **your** behalf in whatever capacity.

We will also pay **defence costs** but **we** will not pay costs for any part of a claim not covered by this section.

Hirer liability

We will also indemnify the hirer of the **insured location** against **bodily injury or property damage** occurring during the **period of insurance** arising directly from their use of the **insured location**.

We will not make any payment under this extension if the hirer:

- a. was using the **insured location** for commercial or business purposes; or
- b. has the benefit of any other insurance policy that also provides indemnity for the hirer's activities; or
- c. hires the **insured location** on a regular, permanent or long term basis unless:
 - i. the hirer is using the **insured location** for the benefit of the local community; and
 - ii. **you** request that **we** provide indemnity.

Overseas personal liability

We will indemnify **you** and if **you** so request, any of **your employees** against legal liability as a result of **bodily injury, property damage or personal injury** incurred in a personal capacity whilst temporarily outside the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland other than:

- a. where indemnity arises out of the ownership or occupation of land or buildings;
- b. where indemnity is provided by any other insurance.

Claims against principals

If, as a result of **your activities**, any party brings a claim, which falls within the scope of **What is covered**, Claims against you, against a customer or client of **your activities** for whom you are providing services under contract or agreement and **you** are liable for that claim, **we** will treat such claim as if made against **you** and make the same payment to such customer or client that **we** would have made to **you**, provided that the party to be indemnified:

- a. has not, in **our** reasonable opinion, caused or contributed to the claim against them;
- b. accepts that **we** can control the claim's defence and settlement in accordance with the terms of this section;
- c. has not admitted liability or prejudiced the defence of the claim before **we** are notified of it;
- d. gives **us** the information and co-operation **we** reasonably require for dealing with the claim.

Claims against councillors and trustees

If, as a result of **your activities**, any party first brings a claim against any **councillor, committee member or trustee of yours** (including a claim brought by another **councillor, committee member or trustee of yours** but not a claim brought by **you**) during the **period of insurance** for:

- a. **bodily injury or property damage** occurring within the **geographical limits**; or
- b. **personal injury or denial of access** committed within the **geographical limits**;

we will indemnify such person against the sums they have to pay as compensation.

We will also pay **defence costs** but **we** will not pay costs for any part of a claim not covered by this section.

We will not make any payment for any claim or loss where the **councillor, committee member or trustee** has not complied with the terms and conditions of the **policy** as if they were **you**.

Cross liabilities

If more than one insured is named in the schedule, **we** will deal with any claim as though a separate policy had been issued to each of them provided that **our** liability in the aggregate shall not exceed the limit of indemnity shown in the schedule.

Criminal proceedings costs

If any governmental, administrative or regulatory body brings any criminal action against **you** during the **period of insurance** for any breach of statute or regulation directly relating to any actual or potential claim under this section, **we** will pay the costs incurred with **our** prior written consent to defend such an action against **you** or any **employee of yours**.

Motor contingent liability

If, any party brings a claim against **you** for **bodily injury** and or **property damage** occurring during the **period of insurance** and arising from any mechanically propelled vehicle or any

Public and products liability

Policy wording

trailer attached to it being used in connection with **your activities** within the **geographical limits**, **we** will indemnify **you** against the sums **you** have to pay as compensation.

We will not make any payment under this clause for any claim:

- a. arising from any mechanically propelled vehicle or any trailer attached to it which is:
 - i. owned by **you**; or
 - ii. loaned, leased, hired or rented to **you**; or
 - iii. provided by **you**; or
 - iv. being driven by **you**;
- b. for **property damage** to the vehicle or the trailer itself or to any goods carried in or on the vehicle or trailer;
- c. arising from the vehicle being driven by **you** or any person who to **your** knowledge or that of **your** representatives does not hold a licence to drive the vehicle;
- d. more specifically insured under another insurance policy.

Additional cover

Loss of excess or no claims discount

We will pay:

- a. the **motor vehicle** excess; and
- b. any loss of or reduction in **no claims discount**;

payable by a **councillor**, committee member, trustee or **employee** of **yours** under a current **motor vehicle** insurance policy incurred as a result of an accident occurring during the **period of insurance** within the **geographical limits** involving a **motor vehicle** which, at the time of the accident, was being used by a **councillor**, committee member, trustee or **employee** in connection with **your activities**.

Court attendance compensation

If any person within the definition of **you** has to attend court as a witness in connection with a claim against **you** covered under this section, **we** will pay **you** compensation for each day that their attendance is required by **our** solicitor.

Loss of third-party keys

We will pay the reasonable costs to replace locks, keys or electronic pass cards of third parties following **your** loss of their keys or electronic pass cards for which **you** are legally responsible.

Unauthorised use of third party telephones by your employees

We will pay for the sums **you** have to pay as compensation to third parties following the unauthorised use of their telephone system by any of **your employees** during the **period of insurance**, provided that the unauthorised use is notified to **us** within three months of its happening.

Defamation and intellectual property rights

If, during the **period of insurance** and as a result of **your activities** any party brings a claim against **you** for:

- a. defamation;
- b. infringement of intellectual property rights;

we will indemnify **you** against the sums **you** have to pay as compensation. **We** will also pay **defence costs** but **we** will not pay costs for any part of a claim not covered by this section.

However, **we** will not make any payment for:

- a. any claim which arises out of circumstances notified to **your** previous insurers or which are known to **you** at the start date of the **period of insurance** as shown in the schedule;
- b. any claim which arises out of any statement which **you** knew, or ought reasonably to have known, was defamatory at the time of publication;
- c. any claim directly or indirectly due to any infringement, use, or disclosure of a patent, or any use, disclosure or misappropriation of a trade secret;
- d. any claim brought by an insured within the definition of **you** or any party with a financial, executive or managerial interest in **you**;
- e. **your** lost profit, mark-up or liability for VAT or its equivalent;
- f. any damages under section 97(2) of the Copyright, Designs and Patents Act 1988 or any statutory successor to that section;
- g. any claim brought outside the United Kingdom of Great Britain and Northern Ireland.

The **excess** for this additional cover is 10% of the agreed settlement value of each and every claim, subject to a minimum **excess** of £250 and a maximum **excess** of £2,500.

What is not covered

Property for which you are responsible

- A. We will not make any payment for any claim or loss directly or indirectly due to:
1. loss of or damage to any property belonging to **you** or which at the time of the loss or damage is in **your** care, custody or control. This does not apply to:
 - a. vehicles or personal effects belonging to **your councillors**, committee members, trustees, **employees** or visitors, while on **your** premises;
 - b. premises, including their contents, which are not owned or rented by **you**, where **you** are temporarily carrying out **your activities**;
 - c. premises rented to **you**, for loss or damage not insurable under property insurance policies and for which **you** would not be liable other than by the lease or other agreement.
 2. the ownership, possession, maintenance or use by **you** or on **your** behalf of any aircraft or other aerial device, hovercraft, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters) or any mechanically propelled vehicles and their trailers.

This does not apply to:

- a. any **tool of trade**;
- b. the loading or unloading of any vehicle off the highway;
- c. any cover provided under **What is covered**, Motor contingent liability.

Injury to employees

3. **bodily injury** to any **employee**.

Pollution

4. a. i. any **pollution** of buildings or other structures or of water or land or the atmosphere; or
 - ii. any **bodily injury** or **property damage** directly or indirectly caused by **pollution**;

unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **period of insurance**;
- b. any **pollution** occurring in the United States of America or Canada.

Computer virus

5. transmission of a computer **virus**.

Professional advice

6. designs, plans, specifications, formulae, directions or advice prepared or given by **you**.

Your products

7. the costs of repairing, reconditioning or replacing any **product** or any of its parts.
8. a. any of **your products** relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such products;
- b. any of **your products** installed in aircraft, including missiles or spacecraft, or used in connection with such craft, or for tooling used in their manufacture including ground-handling tools and equipment, training aids, instruction manuals, blueprints, engineering or other data, advice and services and labour relating to such craft or **your products**.

Inefficacy

9. **inefficacy**.

Deliberate or reckless acts

10. any act, breach, omission or infringement **you** deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated.

Contracts

11. **your** liability under any contract which is greater than the liability **you** would have at law without the contract.

Date recognition

12. **date recognition**.

War, terrorism and nuclear

13. **war, terrorism** or **nuclear risks**.

Asbestos	14. asbestos risks.
Abuse or molestation	15. abuse or molestation.
Activities	<p>16. a. any activity involving the use of or provision of any:</p> <ul style="list-style-type: none"> i. mechanically driven rides or any activities at speeds exceeding ten miles per hour; or ii. inflatable play equipment including but not limited to bouncy castles, slides and rides; or iii. pyrotechnics, sparklers or any airborne lantern, sky candle or wish lantern; or iv. weapons; <p>b. any activity taking place:</p> <ul style="list-style-type: none"> i. in or on water; or ii. underground; or iii. more than five metres above ground when outside a building or structure or five metres from floor level when inside a building or structure; <p>c. aerial activity of any kind including bungee jumping;</p> <p>d. winter sports including but not limited to skiing, ice skating and the use of bobsleighs or skeletons;</p> <p>e. any kind of race:</p> <ul style="list-style-type: none"> i. held on the public highway or where the public highway needs to closed or crossed; ii. with over 250 participants; iii. held over distances exceeding 10,000 metres; iv. crossing water; v. involving children under the age of 16 or the use of bicycles where the route is close to water or the public highway; <p>f. fell running, any kind of endurance test, strength test, assault or obstacle course which is known to carry a significantly increased risk of bodily injury including but not limited to a marathon, biathlon, triathlon, iron man competition, mountain bike race, weightlifting or commando challenge;</p> <p>g. horse riding or any other equestrian activities;</p> <p>h. gymnastics or trampolining;</p> <p>i. extreme activity including but not limited to mountaineering, rock-climbing or potholing;</p> <p>j. any activity that requires the use of guides or ropes (other than tug-of-war);</p> <p>k. any contact sport or professional sports of any kind;</p> <p>l. any nursing or the provision of care for any person with a known history of mental illness or criminal activity;</p> <p>m. any building construction or demolition or any ground work, unless declared to us and agreed by us.</p> <p>B. We will not make any payment for:</p>
Restricted recovery rights	1. that part of any claim where your right of recovery is restricted by any contract.
Non-compensatory payments	2. fines and contractual penalties, punitive or exemplary damages.
Claims outside the applicable courts	<p>3. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.</p> <p>This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.</p>

Work undertaken outside the geographical limits	4. any claim brought against you resulting from work you undertake in any country outside the geographical limits .
Loss of excess or no claims discount	5. <ol style="list-style-type: none"> a. any claim whilst the motor vehicle is being used by a councillor, committee member, trustee or employee between their domestic residence and normal place of work ; or b. any claim whilst the motor vehicle is being used by a councillor, committee member, trustee or employee for social domestic or pleasure purposes; or c. any motor vehicle excess amount which has been compulsorily imposed by an insurer beyond the normal excess level; or d. any temporary payment of a motor vehicle excess; or e. any temporary loss of no claims discount.

How much we will pay

We will pay up to the limit of indemnity shown in the schedule for each actual or threatened claim, unless limited below. **We** will also pay for **defence costs**. However, if a payment greater than the limit of indemnity has to be made for a claim **our** liability for **defence costs** will be limited to the same proportion that the limit of indemnity bears to the amount paid. **You** must pay the **excess** for each claim.

All claims which arise from the same original cause, a single source or a repeated or continuing shortcoming in **your** work will be regarded as one claim.

Loss of excess or no claims discount

In respect of any one **councillor**, committee member, trustee or **employee**, **we** will only pay **motor vehicle** excesses incurred or **no claims discount** lost or reduced in any one **period of insurance** up to the amount shown in the schedule.

Special conditions

Loss of excess or no claims discount

1. In the event of a loss or reduction in the ensuing year's **no claims discount**, **we** will pay the difference between the **no claims discount** actually earned and that which would have been earned had the accident not occurred.
2. The calculation of the amount to be paid will be based on the scale of **no claims discount** in force at the time of the accident.
3. At **our** request the **councillor**, committee member, trustee or **employee** must provide evidence from their **motor vehicle** insurer evidence stating:
 - i. the amount of **no claims discount** reduced or lost; and
 - ii. the scale of **no claims discount**; and
 - iii. the date of the accident and location; and
 - iv. the amount and reason the **motor vehicle** excess applied.

Special limits

Hirer liability

For claims arising under **What is covered**, Hirer liability, the most **we** will pay is a single limit of indemnity for the total of all such claims and their **defence costs**, including any claims forming part of a series of other claims regarded as one claim under this section. The most **we** will pay is £5,000,000 in any one **period of insurance**.

Products

For claims arising from **your products**, the most **we** will pay is a single limit of indemnity for the total of all such claims. **We** will also pay for **defence costs** for those claims until the limit of indemnity has been exhausted. **You** must pay the relevant **excess** shown in the schedule.

Pollution

For claims arising from **pollution**, the most **we** will pay is a single limit of indemnity for the total of all such claims and their **defence costs**, including any claims forming part of a series of other claims regarded as one claim under this section. The most **we** will pay for defence costs in relation to **pollution** claims is the amount shown in the schedule. **You** must pay the relevant **excess** shown in the schedule.

Claims brought in against you in USA/Canada	If it is stated in the schedule that cover is provided for claims brought in the United States of America or Canada, the most we will pay is a single limit of indemnity for the total of all such claims and their defence costs . You must pay the relevant excess shown in the schedule.
Criminal proceedings costs	The most we will pay for the costs to defend criminal proceedings is the amount shown in the schedule. This applies to all actions brought against you during the period of insurance .
Court attendance compensation	We will pay you £100 for each day, or part day. The most we will pay for the total of all court attendance compensation is £10,000.
Loss of third-party keys	The most we will pay in total for the costs of replacing third parties' keys or electronic pass cards in any one period of insurance is the amount shown in the schedule. You must pay the relevant excess shown in the schedule.
Unauthorised use of client telephones	For claims arising from the unauthorised use of third parties' telephone systems, the most we will pay for the total of all such claims in any one period of insurance is the amount shown in the schedule. You must pay the excess for this additional cover shown in the schedule.
Defamation and intellectual property rights	The most we will pay in total for all claims brought against you during the period of insurance for defamation and infringement of intellectual property rights is £500,000, including defence costs . You must pay the relevant excess .
Paying out the limit of indemnity	At any stage we can pay you the applicable limit of indemnity or what remains after any earlier payment from that limit. We will pay defence costs already incurred at the date of our payment. We will then have no further liability for those claims or their defence costs .

Your obligations

If a problem arises	<p>1. We will not make any payment under this section unless:</p> <p>a. you notify us promptly of any claim or threatened claim against you. At our request, you must confirm the facts in writing within 30 days with as much information as is available.</p> <p>You should make this notification directly to us (and your insurance adviser, if you have one) as follows, ensuring you quote your policy number:</p> <p>By email to: liability.claims@hiscox.com; or</p> <p>By post to: Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE.</p> <p>b. you notify us within 7 days of a claim or anything which may give rise to a claim under this section, arising out of bodily injury. At our request, you must confirm the facts in writing within 30 days with as much information as is available.</p> <p>You should make this notification directly to us (and your insurance adviser, if you have one) as follows, ensuring you quote your policy number:</p> <p>By email to: liability.claims@hiscox.com; or</p> <p>By post to: Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE.</p> <p>c. you notify us as soon as practicable of:</p> <p>i. your discovery that products are defective;</p> <p>ii. any threatened criminal action by any governmental, administrative or regulatory body.</p> <p>2. When dealing with your client or a third-party, you must not admit that you are liable for what has happened or make any offer, deal or payment, unless you have our prior written agreement. If you do, we may reduce any payment we make under this section by an amount equal to the detriment we have suffered as a result.</p>
Correcting problems	You must take reasonable steps to remedy or rectify, at your expense, any defect or failure in the goods or services you have supplied to a client, customer or distributor. If you do not, we may reduce any payment we make under this section by an amount equal to the detriment we have suffered as a result.

Control of defence

We have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any claim. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** own solicitor but on a similar fee basis as **our** solicitor and only for work done with **our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

Special definitions for this section

The General terms and conditions and the following terms and conditions all apply to this section.

Claim	Any written demand or civil, criminal, regulatory or arbitration proceeding first made against an insured person during the period of insurance seeking monetary damages or other legal relief or penalty alleging a wrongful act .
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend any claim made against an insured person or to fund an appeal, including any premium paid for an appeal bond or similar bond obtained in relation to it, arising from any judgment, decision or award in relation to any claim .
Employee	Any person under a contract of service with you or any person directly engaged by you with or without payment including any volunteer solely whilst under your control in connection with your activities .
Employment claim	Any claim by any employee for any actual or alleged wrongful, unfair or constructive dismissal, discharge or termination of employment, breach of written or implied contract, employment related misrepresentation, wrongful deprivation of a career opportunity, failure to grant tenure, negligent employee evaluation, harassment, unlawful discrimination, failure to provide adequate employee procedures and policies, retaliation, defamation, invasion of privacy arising solely as a result of the employment or non-employment by you of any current, former or prospective employee .
Insured person	<ol style="list-style-type: none"> 1. Any natural person who was, is, or during the period of insurance becomes a committee member, trustee, director, officer or elected or co-opted member of you. 2. Any de facto director whilst acting in such capacity for you. 3. Any shadow director as defined under Section 250 of the Companies Act 2006 or equivalent legislation in any other jurisdiction. 4. Any employee of you. 5. The lawful spouse, civil or unmarried partner of any person above solely because of their spousal, civil or unmarried partner relationship following a claim against that person. 6. The estates, heirs or legal representatives of any person above who has died or become incapacitated, insolvent or bankrupt but only for a claim against that person. <p>Insured person does not include any person acting in their capacity as a liquidator, external or statutory auditor, receiver, administrator or administrative receiver.</p>
Investigation	<p>An official examination, official enquiry or official investigation into your activities conducted by any regulator, government department or other body legally empowered.</p> <p>Investigation does not include routine regulatory supervision, enquiry or compliance review, any internal investigation or any investigation into the activities of charities, not-for-profit organisations, councils or local government which is not solely related to your or any insured person's conduct.</p>
Legal representation costs	Reasonable and necessary legal costs, fees, charges and expenses for which any insured person is legally liable, incurred with our prior written consent (not including remuneration of any insured person or other additional costs of yours) for legal representation directly in relation to an investigation .
Loss	<p>In respect of a claim the amount any insured person becomes legally liable to pay for defence costs, legal representation costs, awards of damages including punitive and exemplary damages where legally permissible, awards of costs including claimants legal costs and expenses and settlements with our prior written agreement.</p> <p>Loss does not include any civil, regulatory or criminal fines or penalties, taxes, remuneration or employment related benefits, punitive and exemplary damages in relation to an employment claim or the multiplied portion of any damages award unless awarded for defamation.</p>
Outside entity	<p>Any organisation other than you:</p> <ol style="list-style-type: none"> 1. that is tax exempt and not for profit; or 2. in which you hold any issued share.

Officials and trustees' indemnity

Policy wording

Outside entity does not include:

- a. any company domiciled outside of the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar; or
- b. any company traded on any recognised stock exchange; or
- c. any bank, investment company, investment advisor or manager, hedge or mutual fund, private equity or venture capital company, stock brokerage, insurer or similar organisation.

Pollutant	Any contaminant, irritant or other substance including, but not limited to, asbestos, lead, smoke, vapour, water, oil, oil products, dust, fibres, soot, fumes, acids, alkalis, chemicals, waste (including materials that have been or are intended to be recycled, reconditioned or reclaimed).
Pollution	Actual, alleged or threatened discharge, seepage, treatment, removal, disposal, dispersal, emission, release or escape of any pollutant or any regulatory order, direction or request to test for, monitor, remove, contain, treat, detoxify, or neutralise any pollutant .
Prior and pending litigation date	The date stated as the prior and pending litigation date in the schedule.
Securities	Any debt or equity interest in you .
Subsidiary	<p>Any entity domiciled in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar in which you:</p> <ol style="list-style-type: none"> 1. own directly or through one or more of your subsidiaries more than 50% of the share capital or a majority of the voting rights or have the right to appoint or remove a majority of the entity's board of directors; or 2. control a majority of its voting rights under a written agreement with other shareholders or members. <p>provided that such entity does not trade any of its securities on any United States of America exchange.</p> <p>If an entity ceases to be a subsidiary during the period of insurance, cover will continue but only for a claim against you or an insured person arising from a wrongful act committed before it ceased to be a subsidiary.</p>
Wrongful act	Any actual or alleged act, error or omission committed or attempted by an insured person arising from the performance of the insured person's duties solely in their capacity as your trustee, director, officer, elected or co-opted member or employee .
You/your	<p>Also includes any subsidiary, and any subsidiary created or acquired during the period of insurance but only for a claim against an insured person arising from a wrongful act committed after the date of creation or acquisition of such subsidiary:</p> <p>If you require cover for any newly created or acquired subsidiaries which do not fall within the above parameters, we will consider providing cover subject to you providing all appropriate information. We shall be entitled to amend the terms and conditions of this section during the period of insurance and may charge a reasonable additional premium.</p>

What is covered

Claims against an insured person	We will pay on behalf of any insured person the loss arising from a claim against any insured person for any wrongful act within the geographical limits .
Outside entity	We will also indemnify the insured person against the sums that person has to pay as loss for a claim arising directly from any wrongful act the insured person commits in their capacity as a trustee, director, officer or member of an outside entity , provided that the insured person acts in that capacity at your specific written request and the claim does not arise from a wrongful act committed after the insured person ceased to act in this capacity. However, we will only pay in excess of any indemnity provided by the outside entity to its trustees, directors, officers or members and any other insurance available to its trustees, directors, officers and members.

Officials and trustees' indemnity

Policy wording

Representation costs	<ol style="list-style-type: none"> 1. We will pay on behalf of any insured person the legal representation costs arising from an investigation first notified as being required during the period of insurance. 2. We will pay on your behalf the legal representation costs arising from an investigation against an insured person which you are legally obliged or permitted to pay on behalf of the insured person first notified as being required during the period of insurance.
Entity reimbursement	<p>We will pay on your behalf the loss which you are legally obliged or permitted to pay on behalf of an insured person arising from a covered claim or investigation. If you are permitted or obliged to provide such payment, but fail to do so for any reason other than your insolvency, regardless of whether you advanced payment or indemnified an insured person for such loss, we will pay the amount of the claim or investigation less any relevant excess.</p>

What is not covered **We** will not make any payment for any **claim, loss** or **investigation**:

Deliberate or dishonest acts	<ol style="list-style-type: none"> 1. based upon, attributable to or arising out of: <ol style="list-style-type: none"> a. a dishonest or fraudulent act or omission or any intentional breach of any statute or regulation committed by any insured person; b. an act intended to secure or which does secure a personal profit or advantage to which any insured person was not legally entitled; c. an act intended to secure or which does secure a profit for any other company where an insured person is a director, officer or employee of such company. <p>This exclusion will only apply after a judgment or other final adjudication or an admission by an insured person that such act did occur. We may request that an opinion be obtained from a mutually agreed Queens Counsel or equivalent in a different jurisdiction as to the prospects of a court finding that such act did occur. This exclusion shall apply if counsel is of the opinion that there are no reasonable prospects of the court finding that such act did not occur. Such opinion will be binding on us and the insured person. The costs of such opinion shall be met by us.</p>
Prior claims, investigations and circumstances	<ol style="list-style-type: none"> 2. based upon, attributable to or arising out of any claim, loss, investigation or anything likely to lead to a claim, loss or investigation which you knew or ought reasonably to have known about, or that has been reported under any policy existing or expired, prior to the start of the period of insurance.
Prior litigation	<ol style="list-style-type: none"> 3. based upon, attributable to or arising out of any prior or pending litigation or proceedings, including allegations deriving from the same or essentially the same facts, involving you or an insured person initiated prior to the prior and pending litigation date.
Defined benefit pension schemes	<ol style="list-style-type: none"> 4. based upon, attributable to or arising out of an insured person's operation or administration of any defined benefit pension scheme or their breach of any legislation or regulation relating to these activities.
Matters insurable elsewhere	<ol style="list-style-type: none"> 6. for mental or emotional distress, sickness, disease, bodily injury or death suffered by anyone, or the loss, damage or destruction of any tangible property including loss of use of such property. 7. based upon, attributable to or arising out of the use of any mechanically propelled vehicle for which compulsory insurance is required under any legislation.
Claims brought by a related party	<ol style="list-style-type: none"> 8. based upon, attributable to or arising out of any claim brought or maintained by you or an insured person.
Breach of professional duty	<ol style="list-style-type: none"> 9. based upon, attributable to or arising out of any claim relating to a breach of or failure to provide professional duties or services.
Financial advantage	<ol style="list-style-type: none"> 10. based upon, attributable to or arising out of the gaining of any financial advantage to which the insured person was not entitled, including the repayment of any wrongfully received monies.
Employment claim	<ol style="list-style-type: none"> 11. based upon, attributable to or arising out of any employment claim.
Pollution claims	<ol style="list-style-type: none"> 12. based upon, attributable or arising out of any claim or investigation for pollution.

Officials and trustees' indemnity

Policy wording

Terrorism	13. based upon, attributable to or arising out of any claim in connection with terrorism or any action taken to control, prevent or respond to terrorism .
Claims outside the applicable courts	14. based upon, attributable to or arising out of any claim or investigation brought: <ol style="list-style-type: none"> a. in a court of law outside of the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man; or b. in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man to enforce a judgement or order made in any court of law outside the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man.
Breach of contract	15. based upon, attributable to or arising out of any claim or investigation for any actual or alleged breach of contract obligation.
Surcharges	16. based upon, attributable to or arising out of any claim for any surcharge made by the district auditor or other competent body.
Asbestos	17. based upon, attributable to or arising out of any claim or investigation for asbestos risks .
Libel and slander	18. based upon, attributable to or arising out of any claim or investigation for libel, slander, defamation, malicious falsehood or injurious falsehood.
Neglect	19. based upon, attributable to or arising out of any claim or investigation for neglect, error or omission committed by an insured person other than in the discharge of their duties in the course of your activities .
Property searches and enquiries	20. based upon, attributable to or arising out of any claim or investigation for neglect, error or omissions in information given by notices served in connection with searches and enquiries in relation to property.
Products claims	21. based upon, attributable to or arising out of any claim or investigation for products sold, supplied, repaired, altered, treated, erected or installed by you in connection with your activities .
Own property	22. based upon, attributable to or arising out of any claim or investigation caused by the ownership, possession or use by you or on your behalf of any buildings, structures, premises or land or that part of any building leased, occupied or rented by you or any other property belonging to you .

Special conditions

General terms	<p>The General definitions, General conditions and General claims conditions set out in the General terms and conditions all apply equally to each insured person and to you, except for General condition 6, Premium payment which applies only to you.</p> <p>General condition 7. Cancellation shall only apply to this section at the end of the period of insurance or the anniversary date whichever comes first.</p> <p>You agree to act on behalf of all the insured persons as regards paying the premium and giving or receiving notice of all matters relevant to this section.</p>
Information provided by an insured person	<p>All information which any insured person provided before we agreed to insure you will be considered as a separate application for each insured person and as such the knowledge of or any statement made by an insured person will not be imputed to any other insured person for the purposes of determining whether cover is available for any claim against such other insured person.</p>

How much we will pay

The most **we** will pay for the total of all **claims** and their **defence costs** and all **legal representation costs** is the limit of indemnity shown in the schedule irrespective of the number of **claims** made.

The amount **we** will pay for **claims** and their **defence costs** includes any amount **we** pay on **your** behalf as a director of an **outside entity**, and on **your** behalf, and for **claims** against an **insured person's** spouse, civil or unmarried partner.

Each **claim** shall be treated as first made when **we** receive notice of the first **claim**. **Legal representation costs** shall be treated as first made when attendance of an **insured person** is first notified as being required at an **investigation**.

You must pay the relevant **excess** shown in the schedule.

Paying out the limit of indemnity

At any stage of a **claim**, **we** can pay the **insured person** the applicable limit of indemnity or what remains after any earlier payment from that limit. **We** will then have no further liability for any **claim** or **loss**.

Your obligations

Notification

1. **We** will not make any payment under this section:
 - a. unless **you** or an **insured person** notifies **us** promptly of the following within the **period of insurance** or at the latest within 14 days after it expires for any problem **you** or an **insured person** become aware of within the seven days before expiry:
 - i. the **insured person's** first awareness of any **wrongful act**;
 - ii. any **claim** or anything likely to lead to a **claim** against an **insured person** or the **insured person's** lawful spouse, civil or unmarried partner;
 - iii. any **investigation** into **you** or an **insured person**;
 - iv. the threat or commencement of any disqualification proceedings against any **insured person**;
 - vi. the threat or commencement of proceedings against any **insured person** for **pollution**.
 - b. to any **insured person** who, prior to the **period of insurance**, had knowledge of a material misstatement in or omission from the information provided to **us** upon which **we** agreed to insure **you**.
2. When dealing with a third party, **you** or the **insured person** must not admit that **you** or the **insured person** are liable for what has happened, or make any offer, deal or payment without **our** prior written agreement. If **you** or an **insured person** does, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.

Control of defence and payment of a claim

You and any **insured person** must give **us** the information and co-operation which **we** may reasonably require and take all reasonable steps to defend any **claim**. **You** and the **insured person** should not do anything which may prejudice **our** position.

We have the right, but not the obligation, to take control of and conduct in **your** name or the name of any **insured person**, the investigation, settlement or defence of any **claim**. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the **claim**.

We shall have the right to participate fully in the defence of any **claim** including negotiation of any settlement. **We** shall have the right to defend any **claim** brought by **you**.

Where there is a dispute between **us** and **you** and/or any **insured person** over cover, proposed settlement or continuing the defence of a **claim**, **you** or **we** may request the obtainment of an opinion from a mutually agreed Queens Counsel or equivalent in a different jurisdiction. Such opinion shall be binding on **us** and **you** and any **insured person** and will establish whether policy cover exists, defence of said **claim** will continue or settlement will be agreed. The costs of such opinion shall be met by **us**.



Officials and trustees' indemnity

Policy wording

We shall pay **defence costs** above any **excess** and covered by this section on an ongoing basis prior to the final resolution of any **claim**. **You** or any **insured person** must reimburse **us** for any **defence costs** paid where it is determined there is no entitlement under this section.

If a **claim** is made which is not wholly covered by this section and is also made against **you** and any other person who is not an **insured person**, **we, you** and the **insured person** shall use our best endeavours to agree a fair allocation between **loss** that is covered and **loss** not covered by this section.

Commercial legal protection

Policy wording

DAS Legal Expenses Insurance Company Limited (**DAS**) is the underwriter and provides the legal protection insurance under **your** policy. The legal advice service is provided by DAS Law Limited and/or a law firm on behalf of **DAS**.

DAS head and registered office: DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH, England.

Registered in England and Wales, number 103274.

Website: www.das.co.uk.

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

DAS Law Limited Head and Registered Office: DAS Law Limited, North Quay, Temple Back, Bristol, BS1 6FL, England.

Registered in England and Wales, number 5417859.

Website: www.daslaw.co.uk.

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority. DAS Law Limited is listed on the Financial Conduct Authority register to carry out insurance mediation activity, including the administration of insurance contracts, on behalf of DAS Legal Expenses Insurance Company Limited.

To make sure that **you** get the most from **your** cover, please take time to read this section which explains the contract between **you** and **DAS**. **Please take extra care in following the procedures under employment compensation awards cover (insured incident 1 b.)**

It will help if **you** keep the following points in mind:

How can **DAS** help

To make a claim under this section please telephone **DAS** on 0117 934 2111. **DAS** will ask **you** about **your** legal dispute and if necessary will call **you** back at an agreed time to give **you** legal advice. If **your** dispute needs to be dealt with as a claim under this section, **DAS** will provide **you** with a claim reference number. At this point **DAS** will not be able to confirm that **you** are covered but will pass the information **you** have given **DAS** to the claims handling teams and explain what to do next.

Send **your** claim to

If **you** would prefer to report **your** claim in writing please send it to the Claims Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

Alternatively **you** can email **your** claim to DAS at newclaims@das.co.uk.

Claims are usually handled by a representative appointed by **DAS**, but sometimes **DAS** deal with claims themselves.

Claims outside the United Kingdom may be dealt with by other **DAS** offices elsewhere in Europe.

When DAS cannot help

Please do not ask for help from a solicitor or accountant before **DAS** have agreed. If **you** do, **DAS** will not pay the costs involved.

Cover

This section will cover the **insured person** in respect of any **insured incident** arising in connection with the business shown in the **policy** schedule if the premium has been paid.

DAS agree to provide the insurance in this section in accordance with the operative covers shown in the **policy** schedule as long as:

- a. the **date of occurrence** of the **insured incident** happens during the **period of insurance** and within the **territorial limit**; and
- b. any legal proceedings will be dealt with by a court, or other body which **DAS** agree to, in the **territorial limit**; and
- c. in civil claims it is always more likely than not that an **insured person** will recover damages (or obtain any other legal remedy which **DAS** have agreed to) or make a successful defence.

For all **insured incidents**, **DAS** will help in appealing or defending an appeal as long as the **insured person** tells **DAS** within the time limits allowed that they want **DAS** to appeal. Before **DAS** pay any **costs and expenses** for appeals, **DAS** must agree that it is always more likely than not that the appeal will be successful.

If an **appointed representative** is used, **DAS** will pay the **costs and expenses** incurred for this.

DAS will pay compensation awards that **DAS** have agreed to.

The most **DAS** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000.

Special definitions for this section

Accountant's costs	A reasonable amount in respect of all costs reasonably incurred by the appointed representative .
Appointed representative	The lawyer, accountant or other suitably qualified person, who has been appointed to act for an insured person in accordance with the terms of this section.
Aspect enquiry	An examination by the HM Revenue & Customs which considers one or more specific aspects of the policyholder's self assessment and/or corporation tax return.
Attendance expenses	<p>The insured person's salary or wages for the time that the insured person is off work to attend any arbitration, court or tribunal hearing at the request of the appointed representative or while attending jury service. DAS will pay for each half or whole day that the court, tribunal or the insured person's employer will not pay for.</p> <p>The amount DAS will pay is based on the following:</p> <ol style="list-style-type: none"> a. the time the insured person is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours; b. if the insured person works full time, the salary or wages for each whole day equals 1/250th of the insured person's yearly salary or wages; c. if the insured person works part-time, the salary or wages will be a proportion of the insured person's weekly salary or wages.
Costs and expenses	Accountant's costs, Attendance expenses and Legal costs
DAS	DAS Legal Expenses Insurance Company Limited.
Date of occurrence	<ol style="list-style-type: none"> 1. For civil cases (other than under insured incident - 4 Tax protection), the date of occurrence is the date of the event that leads to a claim. 2. For criminal cases, the date of occurrence is when the insured person commenced or is alleged to have commenced to violate the criminal law in question. 3. For full enquiries or aspect enquiries, the date of occurrence is when HM Revenue & Customs first notifies in writing the intention to make enquiries. 4. For a Charity Commission investigation, the date of occurrence is the date when the policyholder receives notification from the Charity Commission that they are to conduct an investigation. 5. For Employers' Compliance and Value Added Tax disputes, the date of occurrence is when the relevant authority sends an assessment or written decision to the policyholder.
Full enquiry	An extensive examination by the HM Revenue & Customs which considers all aspects of the policyholder's tax affairs, excluding those enquiries which are limited to one or more specific aspects of the policyholder's self assessment and/or corporation tax return.
Insured person	The policyholder and the proprietors, directors, partners, managers, officers, committee members, governors and employees of the policyholder , or other person acting on behalf of the policyholder in connection with the business.
Legal costs	All reasonable and necessary costs chargeable by the appointed representative on a standard basis. Also the costs incurred by opponents in civil cases if an insured person has been ordered to pay them, or pays them with the agreement of DAS .

Territorial limit**For insured incidents 2 Legal defence (excluding 2.4), and 3 b. Bodily injury**

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia and Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

For all other insured incidents

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands and any other extension agreed with **DAS**.

The policyholder

The insured named in the **policy** schedule.

Insured incidents we will cover**1. Employment disputes and compensation awards**

a. Employment disputes

DAS will defend **the policyholder's** legal rights:

1. prior to the issue of legal proceedings in a court or tribunal following the dismissal of an employee or voluntary worker; or
2. in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme; or
3. in legal proceedings in respect of any dispute with:
 - a. an employee or ex-employee or a trade union acting on behalf of an employee or ex-employee which arises out of, or relates to, a contract of employment with **the policyholder**; or
 - b. an employee, prospective employee, ex-employee or voluntary worker arising from an alleged breach of their statutory rights under employment legislation.

What is not covered

1. Any claim in respect of damages for personal injury or loss of or damage to property.
2. Any claim arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005 and any amending legislation.

b. Compensation awards

DAS will pay:

1. any basic and compensatory award; and/or
2. an order for compensation following a breach of **the policyholder's** statutory duties under employment legislation in respect of a claim **DAS** have accepted under **insured incident 1.a.**

Provided that:

1. In cases relating to performance and/or conduct, **the policyholder** has throughout the employment dispute either:
 - a. followed the ACAS Code of Disciplinary and Grievance Procedures as prepared by the Advisory, Conciliation and Arbitration Service; or
 - b. followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
 - c. sought and followed advice from the **DAS** legal advice service.
2. For an order of compensation following **the policyholder's** breach of statutory duty under employment legislation **the policyholder** has at all times sought and followed advice from the **DAS** legal advice service since the date when **the policyholder** should have known about the employment dispute.
3. For any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, **the policyholder** has sought and followed advice from the **DAS** Claims Department prior to serving notice of redundancy.

Commercial legal protection

Policy wording

4. The compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by **DAS**.
5. The total of the compensation awards payable by **DAS** shall not exceed £1,000,000 in any one **period of insurance**.

What is not covered

1. Any compensation award relating to the following:
 - trade union activities, trade union membership or non-membership;
 - pregnancy or maternity rights;
 health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;
 - statutory rights in relation to trustees of occupational pension schemes;
 - statutory rights in relation to Sunday shop and betting work.
2. Non-payment of money due under the relevant contract of employment or statutory provision relating thereto.
3. Any award ordered because **the policyholder** has failed to provide relevant records to employees under the National Minimum Wage laws.
4. 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 or re-engagement order.

c. Service occupancy

DAS will negotiate for **the policyholder's** legal rights against an employee or ex-employee to recover possession of premises owned by, or for which **the policyholder** is responsible.

What is not covered

Any claim relating to defending **the policyholder's** legal rights other than defending a counter-claim.

2. Legal defence

At **the policyholder's** request

1. **DAS** will defend the **insured person's** legal rights:
 - a. prior to the issue of legal proceedings when dealing with the
 - police
 - health and safety executive and/or local authority health and safety enforcement officer
 where it is alleged that the **insured person** has or may have committed a criminal offence; or
 - b. following an event which leads to the **insured person** being prosecuted in a court of criminal jurisdiction; or
 - c. if civil action is taken against the **insured person** for compensation under section 13 of the Data Protection Act 1998. **DAS** will also pay any compensation award made against the **insured person** under section 13 of the Data Protection Act 1998.
2. **DAS** will defend **the policyholder's** legal rights following civil action taken against **the policyholder** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**.
3. **DAS** will defend the **insured person's** (other than **the policyholder**) legal rights if:
 - a. an event arising from their work as an employee leads to civil action being taken against them under legislation for unlawful discrimination on the grounds of sex, sexual orientation, race, disability, age, religious belief or political opinion; or
 - b. civil action is taken against them as a trustee of a pension fund set up for the benefit of **the policyholder's** employees.
4. **DAS** will represent the **insured person** in appealing against the imposition or terms of any Statutory Notice issued under legislation affecting **the policyholder's** business.
5. **DAS** will represent **the policyholder** in appealing against the refusal of the Information Commissioner to register **the policyholder's** application for registration.

Commercial legal protection

Policy wording

6. **DAS** will pay the **attendance expenses** of an **insured person** for jury service.

Provided that:

1. in so far as proceedings under the Health and Safety at Work etc Act 1974 are concerned, the **territorial limit** shall be any place where the Act applies;
2. at the time of the **insured incident**, **the policyholder** has registered with the Information Commissioner in respect of **insured incident 2.1.c**.

What is not covered

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.

3. Property protection and bodily injury

a. Property protection

DAS will negotiate for **the policyholder's** legal rights in any civil action relating to material property which is owned by, or the responsibility of **the policyholder**, following:

1. any event which causes physical damage to such material property; or
2. any nuisance or trespass.

What is not covered

Any claim relating to the following:

1. a contract entered into by **the policyholder**;
2. goods in transit or goods lent or hired out;
3. goods at premises other than those occupied by **the policyholder** unless the goods are at such premises for the purpose of installations or use in work to be carried out by **the policyholder**;
4. mining subsidence;
5. defending **the policyholder's** legal rights other than in defending a counter-claim;
6. a motor vehicle owned or used by, or hired or leased to an **insured person** other than damage to motor vehicles where **the policyholder** is engaged in the business of selling motor vehicles.

b. Bodily injury

At **the policyholder's** request, **DAS** will negotiate for an **insured person's** and their family members' legal rights following an event which causes the death of, or bodily injury to them.

What is not covered

Any claim relating to the following:

1. any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident; or
2. defending an **insured person's** or their family members' legal rights other than in defending a counter-claim; or
3. a motor vehicle owned or used by, or hired or leased to an **insured person** or their family members.

4. Tax protection

a. Full or aspect enquiries

DAS will negotiate on behalf of **the policyholder** and represent them in any appeal proceedings in respect of a **full enquiry** and/or **aspect enquiry** and/or an investigation carried out by the Charity Commission into the **policyholder's** business accounts.

b. Employers compliance

DAS will negotiate on behalf of **the policyholder** and represent them in any appeal proceedings in respect of a dispute concerning **the policyholder's** compliance with Pay As You Earn or Social Security Regulations following a review by HM Revenue & Customs.

c. VAT disputes

DAS will negotiate on behalf of **the policyholder** and represent them in any appeal proceedings following an assessment issued by HM Revenue & Customs in respect of Value Added Tax due.

Provided that:

1. For all **insured incidents**, **the policyholder** has taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed.

Commercial legal protection

Policy wording

2. **DAS** will not pay more than £2,000 for claims in respect of **aspect enquiries**.

What is not covered

1. In respect of **aspect enquiries** the first £200 of **costs and expenses** in each and every claim.
2. Any **insured incident** arising from a tax avoidance scheme.
3. Any **insured incident** caused by the failure of **the policyholder** to register for Value Added Tax.
4. Any **insured incident** arising from any investigation or enquiries undertaken by the HM Revenue & Customs Special Investigation Section or Special Civil Investigations or the Revenue & Customs Prosecution Office.
5. Any **insured incident** arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

5. Contract disputes

DAS will negotiate for **the policyholder's** legal rights in a contractual dispute arising from that agreement or that alleged agreement which has been entered into by or on behalf of **the policyholder** for the purchase, hire, sale or provision of goods and services.

Provided that:

1. the amount in dispute exceeds £250. If the amount in dispute exceeds £5,000 **the policyholder** will be responsible for the first £500 of **legal costs** in each and every claim;
2. if the amount in dispute is payable by instalments, the instalments due and payable at the time of making a claim must exceed £250;
3. if the dispute relates to money owed to **the policyholder**, a claim under the policy is made within 90 days of the money becoming due and payable.

What is not covered

1. Any dispute arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the **date of occurrence** is within the first 90 days of the indemnity provided by this section;
2. Any claims relating to the following:
 - a. the settlement payable under an insurance policy;
 - b. 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;
 - c. a loan, mortgage or pension any other financial product and chooses in action;
 - d. a motor vehicle owned by, or hired or leased to, **the policyholder** other than agreements relating to the sale of motor vehicles where **the policyholder** is engaged in the business of selling motor vehicles.
3. A dispute with an employee or ex-employee which arises out of or relates to a contract of employment with **the policyholder**.
4. A dispute which arises out of the:
 - a. sale or provision of computer hardware, software, systems or services; or
 - b. the purchase or hire of computer hardware, software, systems or services tailored by a supplier to **the policyholder's** own specification.
5. A dispute arising from a breach or alleged breach of professional duty by an **insured person**.
6. The recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.

6. Statutory licence protection

DAS will represent **the policyholder** in appealing to the relevant statutory or regulatory authority, court or tribunal following a decision by a licensing or regulatory authority to suspend, or alter the terms of, or refuse to renew, or cancel the policyholder's licence, mandatory registration or British Standard Certificate of Registration.

What is not covered

1. An original application or application for renewal of a statutory licence, mandatory registration or British Standard Certificate of Registration.
2. Any licence appeal relating to the ownership, driving or use of a motor vehicle.

What is not covered by this section

1. Any claim reported to **DAS** more than 180 days after the date the **insured person** should have known about the **insured incident**.
2. **Costs and expenses** incurred before the written acceptance of a claim by **DAS**.
3. Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority other than compensation awards as covered under **insured incident 1 b. Compensation awards** and **2 Legal defence**.
4. Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
5. Any claim relating to rights under a franchise or agency agreement entered into by **the policyholder**.
6. Any **insured incident** deliberately or intentionally caused by an **insured person**.
7. A dispute with **DAS** or Hiscox not otherwise dealt with under Condition 7.
8. Any claim relating to a shareholding or partnership share in **the policyholder** unless such shareholding was acquired under a scheme open to all employees of **the policyholder** or a substantial number of them of a certain minimum grade other than the directors or partners of **the policyholder**.
9. Judicial review.
10. Legal action an **insured person** takes which **DAS** or the **appointed representative** have not agreed to or where the **insured person** does anything that hinders **DAS** or the **appointed representative**.
11. When either at the commencement of or during the course of a claim, **the policyholder** is bankrupt or has filed a bankruptcy petition or winding-up petition, or has made an arrangement with its creditors, or has entered into a deed of arrangement or is in liquidation or part or all of its affairs or property are in the care or control of a receiver or administrator.

Conditions which apply to the whole section

1. An **insured person** must:
 - a. keep to the terms and conditions of this section;
 - b. notify **DAS** immediately of any alteration which may materially affect their assessment of the risk;
 - c. take reasonable steps to keep any amount **DAS** have to pay as low as possible;
 - d. try to prevent anything happening that may cause a claim;
 - e. send everything **DAS** ask for, in writing;
 - f. give **DAS** full details of any claim as soon as possible and give **DAS** any information they need.

If the **insured person** fails to comply with these conditions, **DAS** may reduce any payment under this section by an amount equal to the detriment it has suffered as a result.

2. a. **DAS** can take over and conduct in the name of the **insured person**, any claim or legal proceedings at any time.
DAS can negotiate any claim on behalf of an **insured person**.

- b. **DAS** shall choose the **appointed representative** to represent an **insured person** in any proceedings where **DAS** are liable to pay a compensation award. In any other case the **insured person** is free to choose an **appointed representative** (by sending **DAS** a suitably qualified person's name and address) if:
 - (i) **DAS** agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an **insured person** in those proceedings; or
 - (ii) there is a conflict of interest.
 - c. Before an **insured person** chooses a lawyer or an accountant, **DAS** can appoint an **appointed representative**.
 - d. Any **appointed representative** will be appointed by **DAS** and represent an **insured person** according to **DAS**' standard terms of appointment, which may include a 'no win, no fee' agreement. The **appointed representative** must co-operate fully with **DAS** at all times.
 - e. **DAS** will have direct contact with the **appointed representative**.
 - f. An **insured person** must co-operate fully with **DAS** and with the **appointed representative** and must keep **DAS** up-to-date with the progress of the claim.
 - g. An **insured person** must give the **appointed representative** any instructions that **DAS** require.
3.
 - a. An **insured person** must tell **DAS** if anyone offers to settle a claim and must not agree to any settlement without the written consent of **DAS**.
 - b. If an **insured person** does not accept a reasonable offer to settle a claim, **DAS** may refuse to pay further **costs and expenses**.
 - c. **DAS** may decide to pay **the insured person** a reasonable amount subject to the maximum sum recoverable at law in settlement of damages that **the insured person** is claiming, or which is being claimed against them instead of starting or continuing legal proceedings.
 4.
 - a. If **DAS** ask, an **insured person** must tell the **appointed representative** to have **costs and expenses** taxed, assessed or audited.
 - b. An **insured person** must take every step to recover **costs and expenses** that **DAS** have to pay and must pay **DAS** any **costs and expenses** that are recovered.
 5. If an **appointed representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses an **appointed representative** without good reason, the cover **DAS** provides will end at once, unless **DAS** agree to appoint another **appointed representative**.
 6. If an **insured person** settles a claim or withdraws their claim without **DAS**' agreement, or does not give suitable instructions to an **appointed representative**, the cover **DAS** provides will end at once and **DAS** will be entitled to reclaim any **costs and expenses** paid by **DAS**.
 7. If there is a disagreement about the way **DAS** handle a claim that is not resolved through **DAS**' internal complaints procedure, **DAS** and the **insured person** can choose a suitably qualified person to arbitrate. **DAS** and the **insured person** must both agree to the choice of this person in writing. Failing this, **DAS** will ask the president of a national association relevant to the arbitration to choose another suitably qualified person. All costs of resolving the matter must be paid by the party whose argument is rejected. If the decision is not clearly made against either party, the arbitrator will decide how the costs are shared.
 8. **DAS** may at their discretion require **the policyholder** to obtain an opinion from counsel at **the policyholder's** expense as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid by **DAS**.
 9. This section will be governed by English law.
 10. All Acts of Parliament within the policy wording shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be.

Helpline services

DAS provide these services 24-hours a day, seven days a week during the **period of insurance**. To help **DAS** check and improve their service standards, **DAS** record all calls.

Eurolaw commercial legal advice

DAS will give the **policyholder** confidential legal advice over the phone on any commercial legal problem affecting the business, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

Tax advice

DAS will give the **policyholder** confidential advice over the phone on any tax matters affecting the business, under the laws of the United Kingdom.

Business assistance

In the event of an unforeseen emergency affecting the **policyholder's** business premises which causes damage or potential danger, **DAS** will contact a suitable repairer or contractor and arrange assistance on behalf of the **policyholder**. All costs of assistance provided are the responsibility of the **policyholder**.

To contact the above services, phone DAS on 0117 933 0626 quoting your policy number.

Counselling

DAS will provide all employees (including any members of their immediate family who permanently live with them) of the **policyholder** with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary and/or professional services.

To contact the counselling helpline, phone DAS on 0117 934 2121.

These calls are not recorded. **DAS** will not accept responsibility if the Helpline Services fail for reasons **DAS** cannot control. Please do not phone **DAS** to report a general insurance claim.

The employment manual

The **DAS** Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit the **DAS** website at www.das.co.uk. From the home page click on the employment manual icon. All the sections of this web-based document can be printed off for **your** own use. Contact **DAS** at marketing@das.co.uk with **your** email address, quoting **your** policy number and **DAS** will contact **you** by email to inform **you** of future updates to the information.

DAS Businesslaw

At www.dasbusinesslaw.co.uk **you** will find a free, online reference full of the sorts of letters, articles and forms that will help **you** run **your** business successfully. DASbusinesslaw users can also access interactive document builders, to help make composing commercial documents as easy as possible.

From new legislation and employment issues to property law and taxation, **you** will find the content provided by DASbusinesslaw is updated regularly by legal experts to help **you** keep **your** business one step ahead.

To access DASbusinesslaw, please go to www.dasbusinesslaw.co.uk and register **your** details. When asked for **your** policy number, please insert **your** Hiscox policy number and the password is **DAS472301**.

The General terms and conditions and the following terms and conditions all apply to this section.

Special definitions for this section

Crisis	A time of severe difficulty in your activities or danger to your activities as a result of an insured incident that could, if left unmanaged, cause adverse or negative publicity of or media attention to you or your business or activities.
Crisis containment costs	Reasonable and necessary costs incurred in utilising the services of the crisis containment provider to limit or mitigate the impact of a crisis .
Crisis containment provider	The person or company named in the schedule.
Employment claim	Any claim by any employee or volunteer of yours for any actual or alleged wrongful, unfair or constructive dismissal, discharge or termination of employment, breach of written or implied contract, employment related misrepresentation, wrongful deprivation of a career opportunity, failure to grant tenure, negligent employee evaluation, harassment, unlawful discrimination, failure to provide adequate employee procedures and policies, retaliation, defamation, invasion of privacy arising solely as a result of the employment or non-employment by you of any current, former or prospective employee or volunteer.
Insured incident	An incident, act or problem that in your good faith opinion could potentially give rise to a covered claim being made by you under any other section of this policy .
Working hours	The hours between 09:00 and 17:00 on any day other than Saturday, Sunday or a public holiday.

What is covered

Crisis containment costs	We will pay crisis containment costs incurred within the geographical limits with our prior written consent as a direct result of a crisis commencing during the period of insurance .
Outside working hours discretionary crisis mitigation costs	We will also pay crisis containment costs incurred within the geographical limits without our consent in carrying out immediate work outside of working hours to limit or mitigate the impact of the crisis . Any such work done by the crisis containment provider will not be confirmation of cover under this or any other section of this policy .

What is not covered

We will not make any payment for:

1. **crisis containment costs** relating to any claim or part of a claim not covered by this **policy**.
2. costs which are covered under any other section of this **policy**.
3. **crisis containment costs** relating to any **employment claim**.
4. any **crisis containment costs** directly or indirectly due to:
 - a. any incident, act, investigation or problem that affects charities, not-for-profit-organisations, councils or local government **and** which is not solely related to **you**.
 - b. governmental regulations which affect another country or which affect charities, not-for-profit-organisations, councils or local government **and** which are not solely related to **you**; or
 - c. any sanction, prohibition or restriction under United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America; or
 - d. socioeconomic changes or business trends which affect **your activities** or which affect charities, not-for-profit-organisations, councils or local government **and** which are not solely related to **you**.

How much we will pay

The most **we** will pay under this section is the amount shown in the schedule, irrespective of the number of **crises** or **insured incidents**. **We** will pay the **crisis containment provider** directly for **crisis containment costs** covered under this section of the **policy**.

All **crises** arising from the same original cause, a single source or a repeated or continuing problem will be regarded as one **crisis**. This includes such **crises** arising after, as well as during, the **period of insurance**.

Your obligations

We will not make any payment under this section unless **you** notify any **crisis** in accordance with either of the following:

If a crisis arises during working hours

1. If **you** first become aware of the **crisis** during **working hours** **you** must notify **us** of it immediately by phoning **us** on the number stated in the schedule.

We will then determine if the incident, act or problem that **you** have notified would give rise to a covered claim under any other section of this **policy**. If **we** determine this to be the case then **we** will contact the **crisis containment provider** to assist **you** in the management of the **crisis**.

If **we** determine that the incident, act or problem that **you** have notified would not result in a covered claim under any other section of this **policy** then **we** will not make any payment under this section.

You must co-operate fully with **us**, the **crisis containment provider** and any of **our** representatives in the management of the **crisis**.

If a crisis arises outside of working hours

2. If **you** first become aware of the **crisis** outside of **working hours** **you** must notify the **crisis containment provider** immediately by phoning them on the number stated in the schedule. **You** must also notify **us** of the **crisis** as soon as possible within **working hours** by telephoning the number stated in the schedule.

You must co-operate fully with the **crisis containment provider** in the management of the **crisis**.

The General terms and conditions and the following terms and conditions all apply to this section.

Special definitions for this section

Accidental bodily injury	An identifiable physical injury (including illness solely and directly resulting from the injury) which is caused by an accident occurring at an identifiable time and place during the operative time and which results in the insured person's death or disablement within 24 calendar-months of the date of the accident.
Annual salary	The total gross basic annual salary, excluding payments for overtime, commission or bonus, payable by you to the insured person at the date they sustain accidental bodily injury .
Inception	Start date of the period of insurance as shown in the schedule.
Insured person	Any person shown in the schedule provided that the person is under 90 years old at inception .
Loss of eye	Permanent and total loss of sight in an eye.
Loss of hearing	Permanent and total loss of hearing.
Loss of limb	Loss by physical separation of an arm, hand, or leg at or above the wrist or at or above the ankle, or permanent and total loss of use of a complete arm, hand, foot or leg.
Loss of speech	Permanent and total loss of speech.
Medical expenses	The cost of medical, surgical or other remedial attention or treatment given or prescribed by a suitably qualified medical practitioner and all hospital, nursing home and ambulance charges connected with a valid claim under this section.
Operative time	The time during the period of insurance when the insured person is covered under this section, as shown in the schedule.
Permanent total disablement	Disablement which totally prevents the insured person from working in their usual occupation in connection with your activities , which lasts continuously for 12 calendar-months and which at the end of that period is without prospect of improvement.
Permanent total disablement by paralysis	Disablement by paralysis which totally prevents the insured person from working in their usual occupation in connection with your activities , which lasts continuously for 12 calendar-months and which at the end of that period is without prospect of improvement.
Temporary partial disablement	Disablement which prevents the insured person from carrying out a substantial part of their usual occupation in connection with your activities .
Temporary total disablement	Disablement which totally prevents the insured person carrying out all parts of their usual occupation in connection with your activities .

What is covered

We will pay **you** the appropriate benefit shown in the schedule if:

- a. the **insured person** suffers **accidental bodily injury**;
- b. the **insured person** incurs **medical expenses** in connection with the **accidental bodily injury**.

What is not covered

We will not make any payment for:

Hazardous pursuits

1. any injury sustained while taking part in:
 - a. the following winter sports: free-style skiing, ski jumping, ice hockey, use of bobsleighs or skeletons, repetitive travel in ski run helicopters or any competition. Off piste skiing is only covered if the **insured person** is accompanied by a suitably experienced guide;
 - b. the following scuba diving activities: any unaccompanied dive, any dive involving visits to wrecks or caves, any dive for gain or reward, or any dive below 30 metres. Any other scuba diving activities are only covered if the **insured person**:
 - i. holds the British Sub Aqua Club 'Sports Diver' certificate or the Professional Association of Diving Instructors 'Open Water' certificate and follows the relevant club or association rules and guidelines at all times; or
 - ii. dives under the constant supervision of a properly licensed diving school and follows their rules and instructions at all times;
 - c. potholing, caving, hang-gliding, parachuting, parascending, paragliding, mountaineering or rock-climbing for which the **insured person** would normally need to use ropes or guides, bungee jumping, white-water rafting, any kind of race, endurance test or any other activity which is known to carry an increased risk of personal injury;
 - d. armed forces activities including operations, exercises or training;
 - e. flying as a pilot or any other aerial activities other than travel by air as a passenger.

Other exclusions

2. any injury or illness resulting from:
 - a. any emotional or psychiatric disorder or condition;
 - b. the **insured person** taking or using drugs or controlled substances (other than drugs prescribed by their doctor and used properly);
 - c. the **insured person** committing suicide or deliberately injuring themselves or putting themselves in unnecessary danger (unless trying to save a human life);
 - d. any criminal act by the **insured person**.
3. any injury or illness directly or indirectly arising out of or contributed to by HIV (Human Immune Deficiency Virus), AIDS (Acquired Immune Deficiency Syndrome), AIDS-related complex (ARC) or any related virus or illness, or any sexually-transmitted disease.
4. any illness resulting from pregnancy or any condition connected with pregnancy or childbirth.
5. any illness directly or indirectly arising from any physical defect, infirmity or medical condition known to the **insured person at inception**, unless the defect, infirmity or condition has been without the need of any medical advice or treatment during the 24-months before **inception**.
6. **temporary partial disablement** or **temporary total disablement** where an **insured person** is over 85 years of age at **inception**.

War and nuclear risks

7. any injury or illness directly or indirectly caused by **war** or **nuclear risks**.

How much we will pay

Payment of benefit	<p>We will pay the appropriate benefit shown in the schedule, but we will not pay more than one of the benefits in respect of the same accident. However, we will pay for temporary disablement prior to making any payment under the death or permanent disablement benefits.</p> <p>For permanent total disablement or permanent total disablement by paralysis, we will pay only when the disablement has lasted for 12 calendar-months and at the end of that time is without prospect of improvement.</p> <p>For temporary disablement benefits, we will pay:</p> <ol style="list-style-type: none">when the total amount on termination of any one period of disablement has been agreed; orat your request on completion of at least four weeks' disablement subject to satisfactory medical and other evidence that we may require. <p>We will not pay temporary disablement benefits for more than a total of 104 weeks in connection with one injury.</p>
Payment of medical expenses	<p>We will pay up to the amount shown in the schedule.</p>
Temporary benefits	<p>The most we will pay for temporary total disablement or temporary partial disablement is 75% of the insured person's gross weekly wage.</p>
Maximum accumulation	<p>The maximum amount we will pay in all under this and any other personal accident insurance issued by us in your name in respect of all insured persons suffering accidental bodily injury at the same time and in the same place is the accumulation limit shown in the schedule. If a claim exceeds the maximum accumulation limit stated in the schedule, we will pay an amount under this policy which is proportionately reduced so that the total under this and any other applicable personal accident insurance does not exceed the said limit.</p>

Your obligations

If a problem arises	<p>We will not make any payment under this section unless:</p> <ol style="list-style-type: none">you notify Van Ameyde UK Ltd promptly of any injury or illness which might be covered under this section;the insured person sees a suitably qualified medical practitioner as soon as possible after suffering injury or contracting an illness and follows any medical advice they are given. <p>If we consider it necessary, the insured person must allow a medical adviser chosen by us to examine them and to see all medical records.</p>
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Claims

- Written notice must be given to Van Ameyde UK Ltd as soon as practicable of any accident or illness which causes or may cause a claim to be made under this insurance. If disablement results or may result, the **insured person** must place themselves as early as possible under the care of a suitably qualified medical practitioner.
- All correspondence and supporting documentation in connection with claims should be sent to Van Ameyde UK Ltd, 34 The Mall, Bromley, Kent, BR1 1TS (telephone number 020 8466 6034), quoting the Hiscox policy number and the broker's name and reference.**

If these conditions are not complied with, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.

Property - Terrorism

Policy wording

Except where specifically stated below, the General terms and conditions, the Property definitions and the terms and conditions of the Buildings, Contents and Business interruption sections all apply to this extension.

1. In return for the additional premium **you** have paid for the Buildings and Contents part of this extension, this **policy** extends to cover **damage**, occurring during the **period of insurance** and caused by an act of terrorism (as defined below), to the **property** insured under the Buildings and Contents sections of this **policy** located in England, Wales or Scotland (not including the Channel Islands or the Isle of Man), but only where the act of terrorism has been certified as such by Her Majesty's Government or Her Majesty's Treasury or any successor authority.

If you have paid the additional premium for the Business interruption part of this extension, **we** shall regard **damage** occurring during the **period of insurance** and caused by an act of terrorism (as defined below) as **insured damage** for the purposes of the Business interruption section of the **policy**, but only where the act of terrorism has been certified as such by Her Majesty's Government or Her Majesty's Treasury or any successor authority.

2. Any exclusion of **terrorism** within the Buildings, Contents or Business interruption sections will not operate to negate the coverage given under this extension.
3. For the purposes of this extension, an act of terrorism shall mean an act of any person 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 or as otherwise defined in the Reinsurance (Acts of Terrorism) Act 1993 or any amendments to such Act as may be made from time to time.
4. **We** will not make any payment under this extension for:
 - a. **damage** caused by **war** risks; or
 - b. **damage** to any computer system or other equipment or component or system or item which processes, stores or transmits or receives data or any part of data, whether tangible or intangible (including, but without limitation, any information or program or software) and whether **your property** or not, where such **damage** is caused by any virus or similar mechanism or hacking or denial of service attack.

As used in 4.b above:

- a. 'virus or similar mechanism' means program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The definition of 'virus or similar mechanism' includes, but is not limited to, Trojan Horses, worms and logic bombs;
 - b. 'hacking' means unauthorised access to any computer or other equipment or component or system or item which processes, stores or retrieves data, whether **your property** or not; and
 - c. 'denial of service attack' means any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems and include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.
5. The following terms and conditions of the **policy** shall not apply to the coverage provided by this extension:
 - a. any long term agreement or undertaking; or
 - b. any terms and conditions which provide for adjustment of the premium based upon declarations by **you**; or
 - c. any extension to cover property located outside England, Wales or Scotland; or
 - d. any provision for a premium refund following cancellation, but only when such cancellation relates solely to the coverage under this extension. In the event **you** cancel the coverage under this extension any unpaid premium for the **period of insurance** must be paid to **us**.



Property - Terrorism

Policy wording

6. The following additional conditions are all conditions precedent to **our** liability. **We** will not make any payment under this extension unless **you** comply with all the requirements of the conditions:
 - a. **You** must pay **us** the additional premium referred to in 1.
 - b. Where Buildings and Contents and Business interruption are covered under this extension, these sections must also be covered under the **policy**.

What is a policy summary?

This document provides key information about the insurance policy specifically designed for parish, town and community councils, registered charities and not-for-profit organisations, underwritten by Hiscox. If you have any additional questions, then please contact your insurance broker, Arthur J. Gallagher Insurance Brokers Ltd on 01483 462860.

Policy name: Local councils and not-for-profit insurance

Type of insurance: commercial combined

Underwritten by: Hiscox Underwriting Ltd on behalf of Hiscox Insurance Company Limited

Significant features and benefits

We offer some of the broadest levels of cover available, giving our customers true peace of mind. All communications, including the policy wordings, are written in plain English with no jargon to ensure that you know exactly what is and, as importantly, what is not covered.

The following are included as standard with this insurance.

Contents which covers accidental physical loss or damage to:

- property which belongs to you or for which you are legally responsible at the insured location;
- your money at the insured location, in a locked safe, at your employees' and volunteers' homes and while in transit;
- the personal effects of your councillors, trustees, employees and visitors while at the insured location;
- outdoor furniture, ornaments and statues that are normally left outdoors within the confines of the insured location;
- exhibition stands and exhibition equipment for which you are legally responsible within the UK and Ireland;
- defibrillators and defibrillator cabinets for which you are legally responsible within the UK and Ireland;
- items bequeathed to you, provided that you tell us the values as soon as possible;
- raffle prizes, auction lots, additional stock and equipment hired in by you for any fund-raising event or religious festival;
- your property which is used and kept at the home of any councillor, trustee or employee of yours.

Contents also covers:

- the cost of replacing or reconstituting your electronic data and business documents if they have been lost or destroyed;
- the cost you incur for any metered water and fuel as a direct result of insured damage to any storage tank or piping;
- your direct financial loss as a result of fraud or dishonesty of any councillor, trustee or employee of yours;
- irrecoverable business travel and accommodation expenses following accidental injury or illness of any councillor, trustee or employee of yours.

Property away which covers accidental physical loss or damage to:

- your portable equipment and property anywhere in the EU.

Business interruption which covers your financial losses resulting from an interruption to your activities caused by:

- insured damage to property which belongs to you or for which you are legally responsible;
- insured damage to property within 1km of the insured location which prevents or hinders access to the insured location;
- failure in the supply of water, gas, electricity or telecommunications for more than 24 hours as a result of insured damage;
- your inability to use the insured location due to restrictions imposed by a public authority.

Business interruption also covers:

- the expenses you incur in replacing any of your key personnel following their illness or accidental bodily injury;
- your financial losses due to the unauthorised use of water, gas or electricity or telecommunications by a third-party.

Employers' liability which covers claims brought against you:

- by your employees and volunteers for bodily or mental injury arising out of their work for you.

Public and products liability which covers claims brought against:

- you for bodily injury of any person or damage to any property which does not belong to you as a result of your activities;
- any hirer of the insured location for bodily injury or property damage arising from their use of the insured location;
- your councillors and trustees for bodily injury or property damage as a result of your activities;
- you for defamation or infringement of intellectual property rights as a result of your activities.

Public and products liability also covers:

- the motor vehicle excess and reduction in no claims discount payable by a councillor, trustee or employee of yours as a result of an accident involving a motor vehicle used in connection with your activities.

Officials' and trustees' indemnity which covers claims brought against:

- your trustees, directors, officers and members for errors arising from the performance of their duties in that capacity.

Commercial legal protection which covers legal defence costs in connection with:

- disputes with your employees and voluntary workers, allegations of a criminal offence, civil actions following physical damage to your property, appeal proceedings following assessment by HMRC and contractual disputes relating to goods and services.

Personal accident which provides:

- a capital benefit following death or permanent disablement of any of your councillors, trustees, employees and volunteers;
- a weekly benefit following temporary disablement of any of your councillors, trustees, employees and volunteers.

A flexible approach

The following are also available under this insurance.**Buildings which covers:**

- accidental physical loss or damage to insured buildings, including street furniture, memorials and fixed outside equipment;
- the cost of locating and repairing any accidental physical loss or damage to your cables, underground pipes and drains;
- the reasonable and necessary cost you incur to protect insured buildings from imminent insured damage;
- damage to trees, shrubs and plants at the insured location as a result of fire or explosion;
- accidental physical loss or damage to buildings bequeathed to you, provided that you tell us the values as soon as possible;
- accidental physical loss or damage to building works in progress and unfixed materials relating to a building contract.

Equipment breakdown which covers:

- electrical or mechanical breakdown or failure of your electrical equipment and computers at the insured location;
- electrical or mechanical breakdown or failure of your computers while temporarily elsewhere in the UK or Ireland;
- the cost of replacing or reconstituting your electronic data if it has been lost or destroyed following breakdown or failure.

Significant or unusual exclusions and limitations

Any claims, circumstances or incidents which you know about or ought reasonably to have known about prior to the inception of the policy are excluded unless notified previously. You have an obligation to take reasonable steps to prevent accident or injury and to protect your property against loss or damage. You must keep any property insured under this policy in good condition and repair and you must also take reasonable steps to maintain back-up copies of data files or programmes.

You will normally have to pay an initial amount for each claim made against you under the policy. These excesses may vary and your individual quotation and policy schedule will show the specific excesses applicable to you. Any special conditions, limitations or terms that may apply to an individual risk will also be clearly shown in your quotation and policy schedule.

Contents and Property away do not cover loss or damage:

- caused by wear and tear, inherent defect, rot, fungus, mould, vermin or infestation;
- caused by theft from an unattended vehicle unless the item is out of sight in a locked boot;
- to property being cleaned, worked on or maintained, other than fine art;
- terrorism, civil commotion in Northern Ireland, war, confiscation, nuclear risks or communicable disease;
- to property while temporarily outside the UK unless it is in your care, custody or control or secured in a locked room or safe.

Equipment breakdown does not cover loss or damage:

- to domestic laundry, kitchen, audio visual and home entertainment equipment used in private living quarters;
- which is recoverable under any maintenance agreement, warranty or guarantee.

Buildings does not cover loss or damage caused by:

- settlement, bedding down or movement of new structures or made-up ground;
- coastal erosion or a rise in the water table;
- storm or flood to gates or fences, other than lych gates;
- terrorism, civil commotion in Northern Ireland, war, confiscation, nuclear risks or communicable disease;

- the building contractor to building works in progress and unfixed materials relating to a building contract.

Business interruption does not cover:

- illness of or injury to any of your key personnel resulting from any medical condition known to them at the inception date of this policy, unless the condition has been without the need for any medical advice during the previous 24 months;
- any interruption to your business caused by any communicable disease or fear or threat of communicable disease except where the interruption is caused by one of the specified diseases at your premises which means that you are unable to use your premises.

Employers' liability does not cover any claim or loss due to:

- bodily or mental injury of any of your employees or volunteers while they are offshore;

Public and products liability does not cover any claim or loss due to:

- defamation which arises out of any statement which you knew was defamatory at the time of publication;
- infringement, use, or disclosure of a patent, or any use, disclosure or misappropriation of a trade secret;
- the ownership or use of any aerial device, hovercraft, watercraft or any mechanically-propelled vehicle or trailer;
- designs, plans, specifications, formulae, directions or advice prepared or given by you;
- the failure of any of your products or any service provided by you to perform its intended function or purpose;
- bodily injury directly or indirectly caused by abuse, assault, harassment, mistreatment or maltreatment.

Officials and trustees' indemnity does not cover any claim or loss due to:

- any act intended to secure a personal profit or advantage to which any insured person was not legally entitled;
- an insured person's operation or administration of any defined benefit pension scheme;
- a breach of or failure to provide professional duties or services;
- any employee's termination of employment, breach of any employment contract or employment related discrimination.

Commercial legal protection does not cover:

- any claim reported more than 180 days after the insured person should have known about the incident;
- any costs and expenses incurred before the written acceptance of a claim by DAS.

Personal accident does not cover:

- any injury or illness resulting from any emotional or psychiatric disorder or condition;
- any injury or illness resulting from pregnancy or any condition connected with pregnancy or childbirth.

Your obligations

Remember, your premium and insurance cover will be based specifically on the details you provide to us. So the information you give us will form a record of your unique combination of demands, needs and circumstances.

Please make sure the information you send us is complete and accurate, and inform us immediately of any changes in circumstances that may affect the services provided by us or the cover provided by your policy. This is particularly important before taking out a policy, but it also applies throughout the life of a policy.

You need to bear in mind:

- if you fail to disclose any information material to the insurance you could invalidate the policy and claims may not be paid;
- you should read and check all insurance documents to ensure that you are aware of the cover, limits and other terms that apply;
- please be aware of all terms and conditions of your policy as failure to comply with them could invalidate it;
- in the event of a claim, you should take note of the required procedures, such as prompt notice to us of the claims, as stated in the policy documentation;
- as with any insurance, you have an obligation to take reasonable steps to mitigate any loss.

Policy length

This is not an annual policy. Your policy will run on a continuous basis of insurance and will continue whilst your payments are kept up to date. You must tell us of any changes to your circumstances as described in your insurance policy and we will then have the option of amending the terms of the policy or issuing you with notice of our intention to cancel it.

Cancellation rights

You may cancel the insurance by giving us 30 days' notice in writing of your intention to do so. We may cancel the insurance by giving you 30 days' notice in writing of our intention to do so.

In both cases, we will return to you the amount of premium which relates to the unexpired period, provided that no claims have been notified under the insurance. If a claim or claims have been notified, then we will only return any premium if we (and not you) are cancelling the policy. However, we will not refund any premium under £10.

Claims service

If you suffer a loss and need to make a claim you should contact your insurance broker Arthur J. Gallagher Insurance Brokers Ltd immediately on 01483 462860. If this is not possible, then our claims team can be contacted 9.00am – 5.30pm Monday to Friday on 0800 711 7156. You will need to provide your policy number and full details of the claim, including the date, amount and circumstances of loss.

Outside of normal business hours, if you require emergency assistance in relation to substantial damage to your property, you can speak to our 24-hour emergency assistance team using the telephone number above. Our out-of-hours emergency assistance team operate on a pay-and-claim basis and you will need to have credit card details available as appropriate; the team will then be able to direct you to essential tradesmen, emergency loss adjusters or disaster management companies in the event of significant loss or damage. Your policy schedule will reflect if property cover is included in your policy.

Hiscox prides itself on its fast, efficient, fair and sensible claims service, offering access to expert legal teams. It is when you make a claim that you really find out how good your insurer is and we are confident that you will not find a better service in the UK.

Any questions and complaints

If you have any questions or concerns about the sale of your policy or the service offered by your broker, please speak to your insurance broker Arthur J. Gallagher Insurance Brokers Ltd in the first instance on 01483 462860. If you have any questions or concerns about the terms of your policy or the decisions regarding the settlement of a claim, please contact our customer relations team at:

Hiscox Customer Relations
The Hiscox Building
Peasholme Green
York YO1 7PR

Or by telephone on 01904 681 198 or 0800 116 4627

Or by email at customer.relations@hiscox.com

Our customer relations team will do all they can to put things right, but if you're still not satisfied, we'll tell you how to take your case to the Financial Ombudsman Service.

If for any reason we can't meet our obligations to you, you may be entitled to compensation. In that case, rest assured we're fully covered by the Financial Services Compensation Scheme (FSCS). For further information visit www.fscs.org.

You must read this statement of fact carefully and check that all of the information is true, complete and accurate. Please note that some of the information may have been assumed by us.

If any of the information in the statement of fact is not true, complete and accurate, you must let us know before cover starts. You must also let us know if, after cover has started, any of the information is or is likely to become no longer true, accurate and complete. In each case, we will let you know whether it affects the terms of cover.

You must also let us know if at any point you exceed, or are likely to exceed, any of the maximum allowable amounts shown below.

Provided the information is, and remains, true, complete and accurate, and you do not exceed any of the maximum allowable amounts, we do not require you to provide any additional information.

If any of the information is not, or no longer remains, true, accurate and complete and you do not tell us; it could affect the validity of the policy or our ability to pay a claim.

Type of organisation	Declared population
Parish council	5,000

Your council/organisation: Horsford Parish Council

We asked you	You answered
Is your council/organisation based entirely within the United Kingdom?	Yes
Are you involved in any of the following? <ul style="list-style-type: none"> • Environmental campaigning or lobbying • Homelessness or refugees • Human rights or the prevention of cruelty or abuse • International or overseas aid • Mental or sexual health 	None of the above
Has your council/organisation had any claims within the last five years?	No
Are you aware of any fact, circumstance or incident that may give rise to a loss or claim?	No
Have you or any of your trustees or committee members ever been made bankrupt or insolvent either in a personal capacity or in connection with an organisation?	No
Has your council/organisation ever had any insurance policy withdrawn, voided, made subject to special terms or cancelled?	No
Does your council/organisation have responsibility for any of the following: <ul style="list-style-type: none"> • BMX tracks • derelict, empty, or disused buildings • firework or bonfire events • playgrounds • river, lake, pond, or any other body of water • skate parks • zip wires 	playgrounds

Your property

Are any of your premises occupied as any of the following <ul style="list-style-type: none"> • Animal shelter • Drop-in centre, care home, or hospice animal shelter • Residential drug or alcohol facility • Retail location or warehouse 	None of the above
Are the electrical installations at each premises inspected at least every five years by a qualified electrician, and are all defects remedied accordingly?	Yes
Has a fire risk assessment has been undertaken for each premises?	Yes
Have all lifts, boilers, steam and pressure vessels at each premises been inspected and approved to comply with all statutory requirements?	Yes
Have there been any flood claims at any premises to be insured, or does any premises to be insured have a history of flooding?	No
Have there been any claims for subsidence, heave, or landslip at any premises to be insured, or has any premises to be insured been underpinned?	No
Is any premises to be insured 25% or more of non-standard construction - i.e. constructed with external walls of brick, stone or concrete with a pitched roof of slate, tiles or profile metal?	No
Are all premises to be insured heated by a conventional electric, gas, oil, or solid fuel central heating system?	Yes
Does any premises to be insured have any cladding?	No
Is any non-seasonal premises to be insured unoccupied for a period exceeding 45 consecutive days?	No
Is any seasonal premises to be insured unoccupied for a period exceeding 180 consecutive days?	No
Are there any construction works at any premises to be insured?	No

Your activities

<p>Does your council/organisation undertake or organise any activity or fund raising event involving</p> <ul style="list-style-type: none"> • any activity in or on water, underground, or more than five metres above the ground • any mechanically driven ride or any activity at a speed exceeding 10 mph • any nursing or the provision of care for persons with mental disabilities or criminal histories • any winter sport - including skiing, ski jumping, ice skating, or the use of any bobsleigh or skeleton • gymnastics, trampolining, or the use of any inflatable play equipment including bouncy castles • horse riding or any other equestrian activity • potholing, caving, mountaineering, rock-climbing, bungee jumping, or any activity that requires the use of any rope • the use of any airborne lantern, sky lantern, sky candle, or wish lantern • the use of any pyrotechnics or black powder for which a license is required • the use of any weapon 	<p>No</p>
<p>Does your council/organisation undertake or organise any kind of race involving</p> <ul style="list-style-type: none"> • any activity known to carry an increased risk of personal injury - including any marathon, biathlon, triathlon, iron man or weightlifting competition, mountain bike race or commando challenge • any contact sport, or a professional sport of any kind • children under the age of sixteen • the crossing of water • fell running, any kind of endurance or strength test, or an assault or obstacle course • the public highway or where the public highway needs to closed or crossed • a distance exceeding 10,000 metres • more than 250 participants • the use of bicycles where the route is close to water or the public highway 	<p>No</p>
<p>Does your council/organisation undertake or supervise any work in any of the following locations:</p> <ul style="list-style-type: none"> • bridges, viaducts, tunnels, or dams • chemical or petrochemical works or oil refineries • docks or harbours • gas works, fuel storage facilities, or blast furnaces • power stations or nuclear plants • quarries, mines, or collieries <p>trackside or airside</p>	<p>No</p>
<p>Does your council/organisation any activities that require a DBS check?</p>	<p>No</p>
<p>Is any work undertaken by yourself, your councillors, trustees, employees or volunteers outside of the United Kingdom for more than 90 consecutive days?</p>	<p>No</p>
<p>Does your council/organisation have any assets or derive any income from outside the United Kingdom?</p>	<p>No</p>
<p>You back up all electronic files on your system at least weekly and store these off site.</p>	<p>Yes</p>

Your management

1.	Have your council/organisations annual accounts been qualified?	No
2.	Does your council/organisation have a positive net worth?	Yes
3.	Does your council/organisation comply with all relevant health and safety legislation, and have you reviewed and updated your health and safety policies within the last 12 months?	Yes
4.	You council/organisation has committed any offence under any health and safety legislation, nor has it had any health and safety notices issued?	No
5.	Are dual controls in place so that at least two people are required to process financial transactions and to disburse assets for amounts in excess of £2,500?	Yes
6.	Does your organisation provide professional, financial, legal, or medical advice, or certification or regulation services?	No
7.	Are all disciplinary actions, dismissals, and redundancies subject to prior review and approval by a suitably qualified professional?	Yes
8.	Have current employment, disciplinary, and grievance policies been communicated to all employees?	Yes



Parish council insurance portfolio
Statement of fact

Additional information

Please note – you only need to complete the below if you have changed any of the answers above.

Your organisation	
Your property	
Your activities	
Your management	

Renewal SCHEDULE

Quote Reference - 168857884

The information contained on this page is confidential and should not be sent to third parties

INSURANCE DETAILS

Period of insurance :	Continuous cover from 01/06/2026 until the policy is cancelled
Date issued to insured :	15/04/2026
Underwritten by :	Hiscox Underwriting Ltd on behalf of the insurers listed for each section of the policy
Payment method :	Payment by Broker's Account

INSURED DETAILS

Insured :	Horsford Parish Council
Address :	3 Rosebery Road Norwich NR13 5EA
Additional insureds :	There are no Additional Insureds on this policy
Business :	Parish Council
General terms and conditions wording :	11604 WD-HSP-UK-PAC-GTC(4) The General terms and conditions apply to this policy in conjunction with the specific wording detailed in each section below

PREMIUM DETAILS

Annual premium :	£3,505.42	Annual Tax :	£420.65	Total :	£3,926.07
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Renewal SCHEDULE

Local councils & not-for profit organisations scheme

PROPERTY – BUILDINGS

Section wording 11600 WD-HSP-UK-PAC-PYB(5)
Insurer Hiscox Insurance Company Limited

Premises address	Sum insured
Toilet Block, Horsford Village Hall, Norwich, NR10 3DN	£250,000

Item description	Excess	Amount Insured
Total Buildings	£250	£250,000
Gates and fences	£250	£77,580
Fixed outside equipment	£250	£0
Street furniture	£250	£352,711
War memorials	£250	£0
Playground equipment	£250	£154,500
Sports surfaces	£250	£0
Other surfaces	£250	£4,366
Rent receivable	£250	

Excess applies to: Each and every loss

Special excesses

Losses from subsidence £1,000 each and every loss

Additional cover (in addition to the overall limit/amount insured above)

Trace and access	£5,000
Emergency services	£5,000
Loss prevention costs	£25,000
Additions to buildings	£50,000
Inadvertent omissions	£500,000
Trees, shrubs and plants	£25,000
Bequeathed buildings	£50,000
Discharge of oil	£10,000 in total during any one period of insurance, across all Property sections combined
Contract works and site materials	£75,000

Endorsements

6351.0 Floating amount insured (Buildings)
308.0.2 Flat roof condition
6469.0 Addition of cover: under insurance restriction (Buildings)
6728.0 Removal of cover: cyber claims and losses

Renewal SCHEDULE

PROPERTY – CONTENTS

Section wording 11602 WD-HSP-UK-PAC-PYC(6)
Insurer Hiscox Insurance Company Limited

Item description	Excess	Amount Insured
General contents including computer and ancillary equipment	£250	£0
Civic Regalia	£250	£0
Gardening equipment, plant and machinery	£250	£0
Sports equipment	£250	£0
Rent payable	£250	£0

Excess applies to Each and every loss
Geographical limits: United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man

Additional cover (in addition to the overall limit/amount insured above)

Costs following glass breakage	£10,000
Additions to contents	£10,000 or 10% of the amount insured for contents, whichever is the greater
Money in the insured location while open for business or in a locked safe	£1,000
Money in transit or at the home of any councillor, trustee, employee or volunteer	£1,000
Money at all other times	£1,000
Money - non-negotiable instruments	£250,000
Identity fraud	£5,000
Personal effects	£5,000
Reconstitution of electronic data	£5,000
Reconstitution of other business documents	£5,000
Lock replacement	£10,000
Building damage by theft	£10,000
Personal assault - death	£10,000 per person
Personal assault - total loss or permanent and total loss of use of one or more limbs	£10,000 per person
Personal assault - total and irrecoverable loss of sight in one or both eyes	£10,000 per person
Personal assault - disablement which totally prevents the injured person from carrying out all parts of their usual occupation	£100 per week up to a maximum of 104 weeks
Metered water and fuel	£5,000
Outdoor items	£5,000
Marquees	£10,000
Refrigerated stock	£2,500
Undamaged tenant's improvements	£5,000
Contents temporarily elsewhere including whilst in transit	£25,000 or 10% of the amount insured for contents, whichever is the less

Renewal SCHEDULE

Defective title – fine art	£10,000
Continuing hire charges – in total across all Property sections	£10,000
Exhibitions stands and equipment temporarily elsewhere	£25,000 or 10% of the amount insured for contents, whichever is the less
Defibrillators	£5,000
Bequeathed property	£5,000
Fund raising events	£5,000
Contents kept at home	£25,000 or 10% of the amount insured for contents, whichever is the less
Fraud and dishonesty	£150,000 the aggregate per period of insurance

Endorsements

240.3	Minimum security condition
6226.0	Addition of cover (Travel expenses)
6729.0	Removal of cover: cyber claims and losses
6349.1	Floating amount insured (Contents)

PROPERTY AWAY FROM THE PREMISES

Wording Insurer	11602 WD-HSP-UK-PAC-PYC(6) Hiscox Insurance Company Limited
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Item description	Excess	Amount Insured
All business equipment	£250	£5,000

Excess applies to:	Each and every loss
Geographical limits:	European Union, United Kingdom of Great Britain and Northern Ireland, Channel Islands, Isle of Man and Gibraltar

Endorsements

65.00	Contents temporarily elsewhere
6729.0	Removal of cover: cyber claims and losses

PROPERTY – BUSINESS INTERRUPTION

Section wording Insurer	11601 WD-HSP-UK-PAC-PYI(6) Hiscox Insurance Company Limited
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Item description	Indemnity period	Amount Insured
Loss of income	12 months	£10,000
Additional increased costs of working	12 months	£10,000

Additional cover (in addition to the overall limit/amount insured above)

Key person	£250 per week up to a maximum of £2,500 per period of insurance.
Unauthorised use of public utilities	£100,000 or the total amount insured for Business interruption, whichever is less

Renewal SCHEDULE

Special limits		(included within and not in addition to the overall limit/amount insured above)
Denial of access		£100,000 or the total amount insured for Business interruption, whichever is less
Non-damage denial of access		£100,000 or the total amount insured for Business interruption, whichever is less
Bomb threat		£100,000 or the total amount insured for Business interruption, whichever is less
Suppliers		£100,000 or the total amount insured for Business interruption, whichever is less
Public utilities		£100,000 or the total amount insured for Business interruption, whichever is less
Public authority		£100,000 or the total amount insured for Business interruption, whichever is less
Failure of safety equipment		£100,000 or the total amount insured for Business interruption, whichever is less
Loss of attraction		£100,000 or the total amount insured for Business interruption, whichever is less
Alternative hire costs		£5,000
Equipment breakdown		Not insured

Endorsements	
6731.0	Removal of cover: cyber claims and losses
6820.0	Amended definition: income
6350.1	Floating amount insured (Business interruption)

EMPLOYERS' LIABILITY	
Section wording	11603 WD-HSP-UK-PAC-EL(4)
Insurer	Hiscox Insurance Company Limited
Limit of indemnity	£10,000,000
Limit applies to	Each and every occurrence including costs
Geographical limits	Worldwide
Applicable court	United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man

Special limits		(included within and not in addition to the overall limit/amount insured above)
Criminal defence costs		£100,000 in the aggregate
Terrorism		£5,000,000 in the aggregate

Endorsements	
3121.0	Employers Liability Tracing Office (ELTO) - mandatory information required
6734.0	Confirmation of cover: cyber claims

PUBLIC AND PRODUCTS LIABILITY	
Section wording	11607 WD-HSP-UK-PAC-GL(4)
Insurer	Hiscox Insurance Company Limited
Limit of indemnity	£10,000,000
Limit applies to	Each and every occurrence, defence costs in addition, other than for pollution or for products to which a single aggregate policy limit including defence costs applies
Excess	£250
Excess applies to	Each and every claim for property damage only
Geographical limits	United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man, the European Union and Gibraltar
Applicable courts	United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man, the European Union and Gibraltar

Renewal SCHEDULE

Additional cover	(in addition to the overall limit/amount insured above)
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Unauthorised use of third party telephones by your employees	£2,500 any one period of insurance
Loss of excess or no claims discount	£250 any one period of insurance
Loss of third party keys	£2,500 any one period of insurance
Defamation and intellectual property rights	£500,000 any one period of insurance

Special limits	(included within and not in addition to the overall limit/amount insured above)
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Criminal defence costs	£100,000 in the aggregate
Pollution defence costs	£100,000 in the aggregate
Hirer liability	£5,000,000 in the aggregate

Endorsements	
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6080.0	Firework and bonfire condition endorsement
6735.0	Removal of cover: cyber claims

OFFICIALS' AND TRUSTEES' INDEMNITY	
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Section wording	11614 WD-HSP-PAC-DO(6)
Insurer	Hiscox Insurance Company Limited
Policy limit	£500,000
Limit applies to	In the aggregate including costs
Legal representation costs	£15,000
Legal representation basis	In the aggregate any one period of insurance
Geographical limits	United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man
Applicable courts	United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man

Endorsements	
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705.4	Prior and pending litigation date
3215.0	Amendment of cover: cyber claims (DO)
3216.0	Amendment of cover: breach of professional duty (DO)

COMMERCIAL LEGAL PROTECTION (DAS)	
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Section wording	9927 WD-HSP-UK-CHR-DAS(3)
Insurer	DAS Legal Expenses Insurance Company Limited
Section limit	£100,000
Limit applies to	All claims resulting from one or more event arising at the same time or from the same originating cause
Excess	£200
Excess applies to	Each and every claim arising from aspect enquiries only
Geographical limits	For insured incidents 2 Legal Defence (excluding 2(4)), and 3(b) Bodily Injury: The European Union, the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, Romania, San Marino, Serbia, Switzerland and Turkey (west of the Bosphorus). For all other insured incidents: The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands

Endorsements	
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Renewal SCHEDULE

524.0 Commercial legal protection (charities)

PERSONAL ACCIDENT

Section wording 11608 WD-HSP-UK-PAC-PA(4)
Insurer Hiscox Insurance Company Limited

Personal accident

Capital benefit £100,000
Temporary benefit £500 per week
Medical expenses £10,000
Insured persons Councillors, trustees, volunteers and employees of the insured
Operative time While working for you or on your behalf

Special limits (included within and not in addition to the overall limit/amount insured above)

Death 100% capital benefit amount per person
Loss of one limb 100% capital benefit amount per person
Loss of one eye 100% capital benefit amount per person
Loss of two limbs 100% capital benefit amount per person
Loss of two eyes 100% capital benefit amount per person
Loss of one limb and one eye 100% capital benefit amount per person
Loss of hearing 100% capital benefit amount per person
Loss of speech 100% capital benefit amount per person

Permanent total disablement 100% capital benefit amount per person
Temporary total disablement £500 per week, up to a maximum of 104 weeks, an excess of 14 days applies
Temporary partial disablement £500 per week, up to a maximum of 104 weeks, an excess of 14 days applies
Maximum accumulation £1,000,000 any one loss in the aggregate

Endorsements

6752.0 Amendment of cover: cyber claims and losses

CRISIS CONTAINMENT

Wording 15369 WD-HSP-UK-PAC-CRI(1)
Insurer Hiscox Insurance Company Limited
Limit of indemnity £25,000
Limit applies to Per crisis and in the aggregate during any one period of insurance
Geographical limits The United Kingdom of Great Britain and Northern Island, the Isle of Man and the Channel Islands.

Special limits (included within and not in addition to the overall limit/amount insured above)

Outside working hours discretionary crisis mitigation costs £2,000

Endorsements

9003.0 Crisis containment provider: Hill Knowlton

Renewal SCHEDULE

The General Terms of this policy and the terms, conditions and exclusions of the relevant sections all apply to this endorsement except as modified below:

Property – buildings clauses in full		
Clause	6351.0	<p>Floating amount insured (Buildings)</p> <p>The cover under this section for Gates and fences, Fixed outside equipment, Street furniture, War memorials, Playground equipment, Sports surfaces and Other surfaces applies to all locations occupied by you in connection with your activities within the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland. The amount insured is the most we will pay in total for damage to such items however many locations are affected.</p>
Clause	308.0.2	<p>Flat roof condition</p> <p>We will not make any payment for damage arising directly or indirectly from any deficiency of a flat roof unless the roof is inspected once every 2 years by a competent person and any defects are rectified within 14 days.</p>
Clause	6469.0	<p>Addition of cover: under insurance restriction (Buildings)</p> <p>The following is added to How much we will pay, Under insurance:</p> <p>If, at the time of damage, the amount insured is less than 85% of the total rebuilding cost of the buildings including an allowance for other costs, the amount we pay will be reduced in the same proportion as the under insurance. If, however you provide us with a professional valuation of the buildings that was carried out within the 3 years preceding the incident of loss, we will not apply this reduction.</p>
Clause	6728.0	<p>Removal of cover: cyber claims and losses</p> <p>What is not covered 1. m. 'any virus.' is deleted.</p> <p>The following is added to What is not covered:</p> <p>We will not make any payment for damage to, or any loss, cost or expense arising in respect of any item of computer or digital technology which is directly caused by:</p> <ol style="list-style-type: none"> a. a cyber attack or fear or threat of a cyber attack; b. a hacker or fear or threat of a hacker; or c. its digital connectivity to any other item of computer or digital technology which has been directly affected by a cyber attack or hacker. <p>We will however cover any other damage, loss, cost or expense insured under this section which is caused by the cyber attack or hacker.</p> <p>We will not make any payment for damage, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with a computer or digital technology error.</p> <p>We will not make any payment for the reconstitution of data or the value to you of any lost or distorted records or data.</p> <p>We will not make any payment for loss or damage due to your parting with title or possession of property or rights to property prior to receiving payment in full.</p>
Property – contents clauses in full		
Clause	240.3	<p>Minimum security condition</p> <p>We will not make any payment for damage unless the physical security measures at the insured location comply with the following criteria and all devices are put into full and effective operation whenever the premises are closed for business or left unattended:</p> <ol style="list-style-type: none"> 1. The final exit door is secured by: <ol style="list-style-type: none"> a. a rim automatic deadlock conforming to or superior to BS3621; or b. a mortice deadlock conforming to or superior to BS3621; or

Renewal SCHEDULE

- c. a key operated multi-point locking system having at least three locking bolts.
 - 2. Any other external door or internal door providing access to any part of the building not occupied by **you**, which is not officially designated a fire exit by the local fire authority, is secured by:
 - a. a locking device specified in 1 above; or
 - b. by two key operated security bolts to engage the door frame.
 - 3. Any other external door or internal door which is officially designated a fire exit by the local fire authority is secured by:
 - a. a panic bar locking system incorporating bolts which engage both the head and sill of the door frame; or
 - b. a mortice lock having specific application for emergency exit doors and which is operated from the inside by means of a conventional handle and/or thumb turn mechanism.
 - 4. All ground and basement level opening windows and any upper floor opening windows or skylights accessible from roofs, balconies, fire escapes, canopies, downpipes and other features of the building are:
 - a. secured by means of a key-operated locking device; or
 - b. permanently screwed shut.
- Please note:
- (i) The local fire authority must be consulted before **you** replace or augment the existing locking device fitted to a designated emergency exit door; and
 - (ii) The provisions of specification 4 do not apply to windows or skylights that are protected by means of either:
 - a. fixed round or square section solid steel bars not more than 10 cm apart; or
 - b. fixed expanded metal, weld mesh or wrought ironwork grilles; or
 - c. proprietary collapsible locking gate grilles.

Clause 6226.0

Addition of cover - travel expenses

The following is added to **What is covered**, Additional cover:

Travel expenses

23. **We** will also pay for:
- the unused travel, accommodation and pre-booked conference or excursion expenses which **you** have paid or legally have to pay and which cannot be recovered; and
 - the necessary and reasonable additional travel and accommodation expenses for **your** member of staff, **councillor** or trustee to return home; as a result of a pre-arranged business trip being cancelled or cut short, during the **period of insurance**, for one of the following reasons:
 - the death, accidental injury or illness of a member of staff, **councillor** or trustee; or
 - the death, accidental injury or illness of the spouse, partner, close relative, fiancée or fiancé of a member of staff, **councillor** or trustee; or
 - the death, accidental injury or illness of any person with whom a member of staff, **councillor** or trustee is planning to stay or conduct business; or
 - a member of staff, **councillor** or trustee being called for jury service or as a court witness; or
 - damage** to a member of staff or **councillor**'s or trustee's pre-booked accommodation making it impossible for the member of staff or **councillor** or trustee to stay there.
 - damage** to the scheduled means of transport or any strike, riot, civil commotion or **terrorism** which causes the cancellation or delayed departure for 24 hours or more of the scheduled transport on which the member of staff or **councillor** or trustee is booked to travel on their outward or return journey.

The most **we** will pay during the period of **insurance** under this additional cover is £750. The **excess** which applies to this additional cover is £75.

Clause 6729.0

Removal of cover: cyber claims and losses

What is covered, Lock replacement, is amended to read as follows:

The costs **you** incur to replace locks and keys necessary to maintain the security of the **insured premises** or any safes or security control apparatus following theft or loss or misuse of physical security keys occurring during the **period of insurance**. However this does apply to the unauthorised modification of any digital or electronic

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locks.

What is not covered 1. h. 'a virus or hacker.' is deleted.

The following is added to **What is not covered**:

We will not make any payment for **damage** to, or any loss, cost or expense arising in respect of any item of **computer or digital technology** which is directly caused by:

- a. a **cyber attack** or fear or threat of a **cyber attack**;
- b. a **hacker** or fear or threat of a **hacker**; or
- c. its digital connectivity to any other item of **computer or digital technology** which has been directly affected by a **cyber attack** or **hacker**.

We will however cover any other **damage**, loss, cost or expense insured under this section which is caused by the **cyber attack** or **hacker**.

We will not make any payment for **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with a **computer or digital technology error**.

We will not make any payment for loss or **damage** due to **your** parting with title or possession of **property** or rights to **property** prior to receiving payment in full.

We will not make any payment for loss arising from any electronic, online or crypto currency, including Bitcoin.

Clause	6349.1	<p>Floating amount insured (Contents) The cover under this section applies to all locations occupied by you in connection with your activities within the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland. The amount insured is the most we will pay in total for damage to your contents however many locations are affected.</p>
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Property away from the premises clauses in full

Clause	65.00	<p>Contents temporarily elsewhere We will not make any payment when such property is temporarily outside the UK unless it is in your care, custody or control at all times or otherwise secured in a locked hotel room or safe, or other similar securely locked room or building.</p>
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Clause	6729.0	<p>Removal of cover: cyber claims and losses What is covered, Lock replacement, is amended to read as follows:</p> <p>The costs you incur to replace locks and keys necessary to maintain the security of the insured premises or any safes or security control apparatus following theft or loss or misuse of physical security keys occurring during the period of insurance. However this does apply to the unauthorised modification of any digital or electronic locks.</p> <p>What is not covered 1. h. 'a virus or hacker.' is deleted.</p> <p>The following is added to What is not covered:</p> <p>We will not make any payment for damage to, or any loss, cost or expense arising in respect of any item of computer or digital technology which is directly caused by:</p> <ul style="list-style-type: none"> a. a cyber attack or fear or threat of a cyber attack; b. a hacker or fear or threat of a hacker; or c. its digital connectivity to any other item of computer or digital technology which has been directly affected by a cyber attack or hacker. <p>We will however cover any other damage, loss, cost or expense insured under this section which is caused by the cyber attack or hacker.</p> <p>We will not make any payment for damage, loss, cost or expense directly or</p>
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indirectly caused by, contributed to by, resulting from or in connection with a **computer or digital technology error**.

We will not make any payment for loss or **damage** due to **your** parting with title or possession of **property** or rights to **property** prior to receiving payment in full.

We will not make any payment for loss arising from any electronic, online or crypto currency, including Bitcoin.

Business interruption clauses in full

Clause	6731.0	<p>Removal of cover: cyber claims and losses Where applicable:</p> <ol style="list-style-type: none"> 1. Special definitions for this section, Cyber attack is deleted. 2. What is covered, Cyber attack and What is covered, Additional cover, Hacker damage, are deleted. <p>The following is added to What is not covered:</p> <p>We will not make any payment for any interruption to your activities or for any loss, cost, payment or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:</p> <ol style="list-style-type: none"> a. cyber attack; b. hacker; c. computer or digital technology error; d. any fear or threat of a. or c. above; or e. any action taken in controlling, preventing, suppressing, responding or in any way relating to a. to d. above. <p>However:</p> <ol style="list-style-type: none"> i. this exclusion does not apply to What is covered, Financial losses from insured damage; and ii. exclusion c. above does not apply to What is covered, Equipment Breakdown. <p>These amendments i. and ii. above only apply where the applicable insuring clause is incorporated into the Property – Business interruption section of your policy.</p>
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Clause	6820.0	<p>Amended definition: income Special definitions for this section, Income, is amended to read as follows:</p> <p>Income</p> <p>The total income from your activities carried out from your insured location. This does not include precept income.</p>
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Clause	6350.1	<p>Floating amount insured (Business interruption) The cover under this section applies to all locations occupied by you in connection with your activities within the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland. The amount insured is the most we will pay in total for each interruption to your activities however many locations are affected.</p>
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Employers' liability clauses in full

Clause	3121.0	<p>Employers Liability Tracing Office (ELTO) – mandatory information required You must provide us with the following information for this section of the policy for each entity insured under this section of the policy:</p> <ol style="list-style-type: none"> 1. Employer name; and
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Renewal SCHEDULE

2. Full address of employer including postcode; and
 3. HMRC Employer Reference Number (ERN).
 If any insured entity does not have an ERN, you must provide us with one of the following reasons:

- a. The entity has no employees; or
 - b. All staff employed earn below the current Pay As You Earn (PAYE) threshold;
- or
- c. The entity is not registered in England, Wales, Scotland or Northern Ireland.
- You must inform us immediately of any changes to the above information.**

Clause 6734.0

Confirmation of cover: cyber claims
 The following is added to **What is covered**:

Cyber claims

We will pay for any claim that is otherwise covered under this section, where such claim arises from a cyber attack, hack or other computer or cyber-related incident.

Public and products liability clauses in full

Clause 6080.0

Firework and bonfire condition endorsement

The following applies to the whole of this **policy** and is a condition precedent to **our** liability.

We will not make any payment under this insurance unless you comply with all of the requirements below.

Whenever **you** are responsible for any firework or bonfire displays at the **insured location, you must ensure that:**

1. there is a written risk assessment in place for the proposed event; and
2. the fire brigade have been notified of the details of the event at least seven days before the event is due to take place; and
3. the relevant local authorities have been notified and permission for the event granted and **you** must also ensure that any requirements from the authorities are fully complied with; and
4. all manufacturers' guidelines in respect of the storage and use of fireworks and sparklers are strictly adhered to; and
5. fireworks are purchased from a reputable supplier and are not modified in any way; and
6. all employees or volunteers have received appropriate training (which is recorded in writing) and are aware of the safety procedures for the event; and
7. there is appropriate first aid presence on site, in line with the risk assessment document; and
8. appropriate fire extinguishing equipment is available at the event and employees and volunteers have been instructed in the safe operation and use of such equipment; and
9. all members of the public are kept at least 25 metres from both the display area and any bonfire itself behind appropriate safety fencing; and
10. any bonfire is kept at least 25 metres away from the firework display area and is not located within five metres of any trees, fencing or other combustible material; and
11. any bonfire is kept at least 75 metres away from any premises, car park or storage of any flammable or dangerous material; and
12. there will be no use of accelerants or other flammables on any bonfire; and
13. an appropriate check is made of the weather conditions prior to the event going live, and if appropriate a check is made with the fire brigade as to whether to continue with the event; and
14. at the end of the display, a thorough check is undertaken (which is recorded in writing) of the area to ensure that no potential fire hazards remain. Any bonfire area must be doused in water.

We will not make any payment for any claim or loss arising from firework or bonfire displays unless all of the above criteria have been fully complied with.

Clause 6735.0

Removal of cover: cyber claims

The following are added to **Special definitions for this section**:

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Computer or digital technology

Any **programs**, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.

Computer or digital technology error

Any negligent act, error or omission by anyone in the:

1. creation, handling, entry, modification or maintenance of; or
2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of any **computer or digital technology**.

Cyber attack

Any digital attack or interference, whether by a **hacker** or otherwise, designed to:

1. gain access to;
2. extract information from;
3. disrupt access to or the operation of; or
4. cause damage to, any data or **computer or digital technology**, including but not limited to any:
 - a. **programs** designed to damage, disrupt, extract data from, or gain access to any data or **computer or digital technology** including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or
 - b. denial of service attack or distributed denial of service attack.

Hacker

Anyone, including an employee of **yours**, who gains unauthorised access to or unauthorised use of any:

1. **computer or digital technology**; or
2. data held electronically by **you** or on **your** behalf.

Personal data

Any information about an individually identifiable natural person, including any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, including but not limited to any information protected by the Data Protection Act 2018, General Data Protection Regulation (EU) 2016/679, or any related, similar or successor legislation or regulation in any jurisdiction.

The following is added to **What is not covered**:

Cyber incidents

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to any:

- a. **cyber attack**;
- b. **hacker**;
- c. **computer or digital technology error**;
- d. any fear or threat of a. to b. above; or
- e. any action taken in controlling, preventing, suppressing, responding or in any way relating to a. to d. above.

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Personal data

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to the actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to **personal data**.

Officials indemnity clauses in Full

Clause	705.4	<p>Prior & pending litigation date Prior & pending litigation date 01/06/2022</p>
Clause	3215.0	<p>Amendment of cover: cyber claims (DO) The following are added to Special definitions for this section:</p> <p>Computer or digital technology</p> <p>Any programs, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.</p> <p>Computer or digital technology error</p> <p>Any negligent act, error or omission by anyone in the:</p> <ol style="list-style-type: none"> 1. creation, handling, entry, modification or maintenance of; or 2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of any computer or digital technology. <p>Cyber attack</p> <p>Any digital attack or interference, whether by a hacker or otherwise, designed to:</p> <ol style="list-style-type: none"> 1. gain access to; 2. extract information from; 3. disrupt access to or the operation of; or 4. cause damage to, any data or computer or digital technology, including but not limited to any: <ol style="list-style-type: none"> a. programs designed to damage, disrupt, extract data from, or gain access to any data or computer or digital technology including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or b. denial of service attack or distributed denial of service attack. <p>Data subject</p> <p>Any natural person who is the subject of personal data.</p> <p>Hacker</p> <p>Anyone, including an employee of yours, who gains unauthorised access to or unauthorised use of any:</p> <ol style="list-style-type: none"> 1. computer or digital technology; or 2. data held electronically by you or on your behalf. <p>Personal data</p> <p>Any information about an individually identifiable natural person, including but not limited to such information protected by the Data Protection Act 2018 or the General Data Protection Regulation (EU) 2016/679, including any similar or successor legislation or regulation.</p>

Renewal SCHEDULE

Social engineering communication

Any request directed to you or someone on your behalf by a person improperly seeking to obtain possession or the transfer to a third-party of virtual currency, money, securities, data or property that such person or third-party is not entitled to.

The following is added to **What is covered**:

Additional cover

Loss of data resulting from a cyber incident

We will pay on behalf of any **insured person** the **loss** arising from a **claim** against that **insured person**, including any **claim** by any **data subjects** relating to **personal data**, where any such claim is based upon, attributable to or arising from any loss or misuse of data as a direct result of a **cyber attack**, a **hacker** or that **insured person's** own unintentional error. **We** will not cover **defence costs** in relation to such **claims**.

The following is added to **What is not covered**:

We will not make any payment for any **claim, loss or investigation** based upon, attributable to or arising out of any:

- a. **cyber attack**;
- b. **hacker**;
- c. **computer or digital technology error**;
- d. **social engineering communication**; or
- e. **claims** by any **data subjects** relating to **personal data** arising from a. to d. above.

This exclusion does not apply to any **claim**:

- i. covered under **What is covered, Additional cover**, Loss of data resulting from a cyber incident; or
- ii. brought by you, any shareholder or creditor of **yours** or any **insured person**, directly due to the **insured person's** management of or response to a. to d. above.

Where a **claim** is covered under i. and ii. above, **we** will treat the **claim** as covered under i. **We** will not cover **defence costs** in relation to such **claims**.

The following is added to **How much we will pay**:

The most **we** will pay under **What is covered, Additional cover**, Loss of data resulting from a cyber incident, is the lesser of:

- 1. £250,000; or
- 2. the overall limit of indemnity shown on the schedule,

for the total of all such **claims** and **losses**, including **defence costs**, regardless of the number of **claims** or **losses**. This is included within, and not in addition to, the overall limit of indemnity shown in the schedule.

Clause 3216.0

Amendment of cover: breach of professional duty (DO)

What is not covered, Breach of professional duty, is amended to read as follows:

Breach of duty to customers

We will not make any payment for any **claim, loss or investigation** where any **claim** is brought by your client or customer and which arises directly out of any breach of duty by any person in the provision of products or services to that client or customer. This exclusion does not apply to:

- a. **legal representation costs** or any insurable civil fines or penalties associated with an investigation resulting from the **claim**;

Renewal SCHEDULE

b. any **health and safety/manslaughter claim**; or

c. a **claim** by any of **your** shareholders including any shareholder derivative proceedings in **your** name without your or any **insured person's** voluntary solicitation, assistance or participation arising from any actual or alleged failure to supervise the performance of any professional services.

Commercial legal protection (DAS) clauses in full

Clause	524.0	<p>Commercial legal protection Legal Expenses - cover for up to £100,000 DAS legal advice line: Tel. 0117 933 0626 Please quote policy reference TS5/5997087 in all correspondence For the purpose of Commercial Legal Protection, We/Our means DAS Legal Expenses Insurance Company Limited, who provide the cover and manage all claims under that section.</p>
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Crisis containment: endorsements

Clause	6752.0	<p>Amendment of cover: cyber claims and losses The following are added to Special definitions for this section:</p> <p>Computer or digital technology</p> <p>Any programs, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.</p> <p>Computer or digital technology error</p> <p>Any negligent act, error or omission by anyone in the:</p> <ol style="list-style-type: none"> 1. creation, handling, entry, modification or maintenance of; or 2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of any computer or digital technology. <p>Cyber attack</p> <p>Any digital attack or interference, whether by a hacker or otherwise, designed to:</p> <ol style="list-style-type: none"> 1. gain access to; 2. extract information from; 3. disrupt access to or the operation of; or 4. cause damage to, any data or computer or digital technology, including but not limited to any: <ol style="list-style-type: none"> a. programs designed to damage, disrupt, extract data from, or gain access to any data or computer or digital technology including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or b. denial of service attack or distributed denial of service attack. <p>Hacker</p> <p>Anyone, including an employee of yours, who gains unauthorised access to or unauthorised use of any:</p> <ol style="list-style-type: none"> 1. computer or digital technology; or 2. data held electronically by you or on your behalf. <p>The following is added to What is not covered:</p>
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Renewal SCHEDULE

Cyber incidents

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to any:

- a. **cyber attack**;
- b. **hacker**;
- c. **computer or digital technology error**;
- d. any fear or threat of a. to b. above; or
- e. any action taken in controlling, preventing, suppressing, responding or in any way relating to a. to d. above.

Mental anguish and distress

We will not make any payment for any injury or illness resulting from mental anguish or distress.

Crisis containment: endorsements

Clause

9003.0

Crisis containment provider: Hill & Knowlton

Crisis line contact number (24 hours): +44 (0)800 8402783 / +44 (0)1206 711796

Crisis containment provider: Hill & Knowlton

This contact number will go through to **us** during **working hours**, and will go directly to Hill & Knowlton outside of these hours.

If **you** first become aware of a **crisis** outside of **working hours**, **you** must notify **us** of the **crisis** as soon as possible within **working hours** by telephoning +44 (0)800 8402783 or +44 (0)1206 711796.

Renewal SCHEDULE

Clauses - applicable to the whole policy

Clause	6727.0	<p>Additional definition: cyber The following are added to the Property definitions. These amendments only apply to the Property definitions where the Property definitions are incorporated into the Property sections of your policy:</p> <p>Computer or digital technology</p> <p>Any programs, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.</p> <p>Computer or digital technology error</p> <p>Any negligent act, error or omission by anyone in the:</p> <ol style="list-style-type: none"> 1. creation, handling, entry, modification or maintenance of; or 2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of any computer or digital technology. <p>Cyber attack</p> <p>Any digital attack or interference, whether by a hacker or otherwise, designed to:</p> <ol style="list-style-type: none"> 1. gain access to; 2. extract information from; 3. disrupt access to or the operation of; or 4. cause damage to, any data or computer or digital technology, including but not limited to any: <ol style="list-style-type: none"> a. programs designed to damage, disrupt, extract data from, or gain access to any data or computer or digital technology including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or b. denial of service attack or distributed denial of service attack. <p>Hacker</p> <p>Anyone, including an employee of yours, who gains unauthorised access to or unauthorised use of any:</p> <ol style="list-style-type: none"> 1. computer or digital technology; or 2. data held electronically by you or on your behalf. <p>Program(s)</p> <p>A set of instructions in a computer language which tells a computer how to process data or interact with ancillary equipment, systems or devices.</p>
Clause	603.1	<p>Commercial assistance & legal advice helpline This policy gives you access to a legal advice helpline to assist in the day-to-day running of your business.</p> <p>This helpline is available 24 hours a day, 7 days a week and will ensure you have the best advice when your business is facing legal issues at home or abroad on issues such as:</p> <ul style="list-style-type: none"> • Employment • Prosecutions • Discrimination in the workplace • Health & safety

Renewal SCHEDULE

- European law

Helpline number: 44 (0)800 840 2269

Helpline hours: 24 hours a day, 7 days a week

This helpline is provided by DAS Legal Expenses Insurance Company Ltd. as a service for eligible Hiscox policyholders.

Clause **7789.0**

Additional Benefit: The Hiscox Risk Academy The Hiscox Risk Academy provides an interactive learning and information management system and assessment centre for you and your employees to help you better manage risks and minimise disruption to your business. The Academy allows you to manage, track and deliver training and assessments in a simple online environment. The interactive training is tailored to the needs of your business and covers topics including fire safety, slips, trips and falls as well as mental health awareness. The editable documents and templates allow you to identify and monitor risks in your own workplace. This service is provided as a complimentary part of your policy with Hiscox and can be accessed by registering at riskacademy.hiscox.co.uk

Renewal SCHEDULE

INFORMATION ABOUT US

This policy is underwritten by Hiscox Underwriting Limited on behalf of the insurers listed below.

Name	Hiscox Underwriting Limited
Registered address	22 Bishopsgate, London, EC2N 4BQ, United Kingdom
Company registration	Registered in England number 02372789
Status	Authorised and regulated by the Financial Conduct Authority

Insurers

These insurers provide cover as specified in each section of the schedule.

Name	Hiscox Underwriting Limited
Registered address	1 Great St. Helens London EC3A 6HX United Kingdom
Company registration	Registered in England number 00070234
Status	Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority

Name	DAS Legal Expenses Insurance Company Limited
Registered address	DAS House, Quay Side, Temple Back Bristol BS1 6NH United Kingdom
Company registration	Registered in England number 00103274
Status	Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

Broker Name	Arthur J. Gallagher Insurance Brokers Limited
Registered address	Spectrum Building 7 th Floor 55 Blythswood Street Glasgow G2 7AT
Company registration	Registered in Scotland. Company Number SC108909
Status	Authorised and regulated by the Financial Conduct Authority

Private & Confidential

Mrs Sarah Vergette
Horsford Parish Council
3 Rosebery Road
Great Plumstead
Norwich
Norfolk
NR13 5EA
United Kingdom

15th April 2026

Dear Mrs Vergette,

Insurance Policy: AJG Community Schemes
Client Name: Horsford Parish Council
Client Reference Number: 5255035
Policy Number: 9435637
Effective Date: 01/06/2026

Your insurance policy is due for renewal shortly and we have pleasure in enclosing your renewal quotation(s) and documentation. These have been based on your requirements which you disclosed to us previously or in our recent renewal discussions. Our understanding of your requirements are shown in the enclosed documentation.

There are a number of documents enclosed and it is important that you review each of them. Within this letter we have summarised what we consider to be the most important points to assist you. We have directed you to those documents, or parts of documents, which you must read carefully.

Your renewal premium(s) for the forthcoming year are detailed as follows:-

Policy	Insurer	Premium	Insurance Premium Tax	Administration Fee(s)	Total Due
AJG Community Schemes	Hiscox Insurance Company Limited	£3,505.42	£420.65	£50.00	£3,976.07
Total		£3,505.42	£420.65	£50.00	£3,976.07

Long Term Agreement Option

In order to ensure rate stability, Horsford Parish Council may choose to set up a 3 year binding Long Term Agreement (LTA) with Hiscox Insurance Company Limited, at an LTA premium of £3,976.07. This means Horsford Parish Council will commit to keep their policy with Hiscox Insurance Company Limited for the period of the LTA, which will expire 3 years from the original inception date.

In return Hiscox Insurance Company Limited agrees not to increase the annual insurance premium, except for the following reasons:

- When there are changes to the material facts concerning your policy.

- Policy changes where the sums insured for assets covered against loss or damage are increased or decreased.
- The annual inflationary increase (index linking) applied to the sums insured for the assets covered against loss or damage.
- The imposition by the Government of a higher rate of Insurance Premium Tax (IPT).

Any changes to terms or conditions other than those stated, for example, the imposition by the Insurer of a higher rate resultant from the claims ratio exceeding the percentage detailed in the LTA endorsement wording shown in the schedule enclosed, **releases** Horsford Parish Council from the Long Term Agreement and as your broker we will seek alternative quotations from the market on your behalf.

For further information please see the LTA wording contained within the attached Schedule of Insurance.

AJG Community Schemes

Your Requirements and Our Recommendations

We have assessed the information about the circumstances that you have provided to us to help us to identify your requirements and make recommendation(s). We have based our understanding of your requirements on this information.

Our Recommendation(s)

We recommend that this policy is placed with Hiscox Insurance Company Limited based upon your requirements to purchase a Local Council Insurance policy and the price, extent of cover and policy benefits provided by the insurer.

Our recommendation is based on your requirements to have a Local Council Insurance policy for Horsford Parish Council to the levels of cover we have discussed which is summarised in the attached quotation schedule and statement of fact.

- We have recommended that your cover is placed with the insurer(s) named within your schedule.
- We believe the cover(s) provided is the most suitable from the insurers that we have approached and based on the information you have provided.
- Please ensure you read your documentation pack carefully to confirm that the cover meets your requirements, paying particular attention to exclusions, warranties, conditions, excesses and limits.

If you require any changes to be made or information corrected, please contact us as soon as possible, as failure to do so could mean that your insurance is voided, or may lead to the insurer not paying all or part of your claim.

Please see the attached cover comparison which details a summary of the core covers automatically included with all Gallagher Insurance policies. In addition to these our insurer panel can provide enhanced levels of protection and additional covers where appropriate.

We would draw your attention to your Duty of Fair Presentation obligations, along with the importance of checking that you have adequate sums insured. Full details can be found in the Important Information section.



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Market Selection

For this type of insurance, Gallagher has entered in to an agreement with a single insurer, who provides this policy.

This agreement allows us to rate the premium and issue the policy documentation on their behalf. Under such an agreement, we are acting as agent of the insurer.

Significant Terms, Conditions, Warranties, Exclusions and Subjectivities

Your **policy documents** will record what is insured and against what **Insured Perils** (risks) apply, along with details of any **Warranties** which sets out those things which you must make sure happen or have in place at all times. Your cover may be subject to **Exclusions** and **Endorsements**, which set out additional **Policy Terms** which are particularly important. Please also consider any **Conditions** with which you have to comply in order for your cover to be valid and for you to make a claim.

It is important that you read and make sure that you understand the full extent of the cover that is provided by your insurance policy. The policy wording should be read in conjunction with your policy schedule. Please read these carefully as they may have an impact on the validity of your cover and/or your ability to make recovery for any claims made.

If there are any areas of the policy which you are concerned about or do not understand, or where you are unable to comply, then please contact us to discuss in further detail. It may be possible, albeit at higher cost, to obtain wider or less restrictive cover.

The attached insurer schedule details the following endorsements applicable to your policy.

- Premises - Endorsement - Flat roof condition - 308.0.2
- Premises - Endorsement - Addition of cover: under insurance restriction (Buildings) - 6469.0
- Premises - Endorsement - Removal of cover: cyber claims and losses - 6728.0
- Contents - Endorsement - Minimum security condition - 240.3
- Contents - Endorsement - Addition of cover (Travel expenses) - 6226.0
- Contents - Endorsement - Floating amount insured (Contents) - 6349.1
- Business Interruption - Endorsement - Amended definition: income - 6820.0
- Business Interruption - Endorsement - Floating amount insured (Business interruption) - 6350.1
- Contents Away from Premises - Endorsement - Contents temporarily elsewhere - 65.00
- Crisis Management - Endorsement - Crisis containment provider: Hill Knowlton - 9003.0
- Employers' Liability - Endorsement - Employers Liability Tracing Office (ELTO) - mandatory information required - 3121.0
- Employers' Liability - Endorsement - Confirmation of cover: cyber claims - 6734.0
- Legal Expenses - Endorsement - Commercial legal protection (charities) - 524.0
- Officials and Trustees - Endorsement - Prior and pending litigation date - 705.4

- Officials and Trustees - Endorsement - Amendment of cover: cyber claims (DO) - 3215.0
- Officials and Trustees - Endorsement - Amendment of cover: breach of professional duty (DO) - 3216.0
- Personal Accident - Endorsement - Amendment of cover: cyber claims and losses - 6752.0
- Public Liability - Endorsement - Firework and bonfire condition endorsement - 6080.0
- Public Liability - Endorsement - Removal of cover: cyber claims - 6735.0
- AJG Community Schemes - Endorsement - Floating amount insured (Buildings) - 6351.0
- AJG Community Schemes - Endorsement - Additional definitions: cyber - 6727.0
- AJG Community Schemes - Endorsement - Commercial assistance & legal advice helpline - 603.1

Key changes to your policy from renewal

Hiscox have made some important changes to your policy and documents. In respect of the policy sections Buildings, Contents, Property Away From The Premises and Business interruption, please note the Communicable Disease exclusion which has been added to the policy. For Business interruption, this restricts the types of diseases covered to Specified Diseases. In light of the current Covid -19 threat, note that this is not a Specified Disease.

Index linking is currently calculated at the rate shown in the attached Hiscox Insurance Company Limited schedule. Please contact a member of our team, should you not wish to index link your sums insured.

Policy Documents

It is important that you check through your policy documentation. Please read all documents carefully, paying particular attention to the limits, endorsements and exclusions. **If any information is incorrect, please contact us immediately.**

Payment Options

Our standard payment terms are payment on or before your policy inception or renewal date. This ensures we receive your funds in time to settle our Insurer accounts where there are strict requirements.

You can pay by the following options:-

- Cheque payable to Arthur J Gallagher Insurance Brokers Ltd - Please add your client reference number onto the back of the cheque.
- Direct Debit with Insurers (if available)
- Bank Transfer (BACS) - Gallagher will provide our bank details upon instruction to proceed

Next Steps

In order to renew the policy for Horsford Parish Council you must;

1. Check the attached documents and inform us if anything needs changing
2. Check the cover still meets the needs of Horsford Parish Council
3. Confirm that the policy for Horsford Parish Council should be renewed via communityrenewals@ajg.com or telephone us on 01483 462860 before 1st June 2026



Gallagher

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4. **It is essential that you confirm the insurer name, and whether you want to enter into a Long Term Agreement (whether the policy is for a 1 or 3 year term).**
5. Pay for your policy by the renewal date 1st June 2026

If you have any questions relating to your insurance arrangements, please do not hesitate to contact us. **We look forward to receiving your renewal confirmation by the renewal date.** Failure to provide your instructions could result in your policy and cover lapsing.

Should you need any assistance or wish to review our recommendation in anyway, please do contact the Community Team at Gallagher Insurance on 01483 462860 or via community@ajg.com.

Yours sincerely,

The Community Team

Tel: 01483 462860

Email: community@ajg.com

TALK TO US ABOUT:

- Motor
- Engineering
- Cyber
- Professional Indemnity
- Associated Charities
- Village Hall Policies
- Anglican Church Policies
- Risk Management Solutions
- Event Coverage
- Terrorism



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Enclosures	Action Required by You
Statement of Fact(s)	Information you have provided to us and on which your policy is based. Please review and advise us of any changes required.
Policy Schedule(s)	Please review and advise us immediately if there are any terms you are unable to comply with or do not understand.
Policy Summary(s)) Notice to Policyholder/Summary of Changes	An overview of the proposed cover including limits. Please read in conjunction with your policy and advise us immediately if there are any terms you are unable to comply with or do not understand.
Our Invoice	Please note payment terms.
Important Information	Please read and retain.
Our Terms of Business	Please read and retain.

Our Service & Remuneration

The table below indicates 'how we are paid for our services'. Further information is available in our Initial Disclosure Document that can be located further on in this letter.

Policy Cover	Broker Fee	Commission	Admin Fee
AJG Community Schemes	x	✓	✓

Important Information

Please read this section carefully **as it contains important terms and may require you to take action.**

1. Sums Insured and Under-Insurance (Average)

Please ensure you are insured for the full value of risk in accordance with the policy terms and conditions. We strongly recommend that you obtain professional valuations for reinstatement purposes of buildings, machinery and plant at regular intervals. Sums insured and limits of indemnity should be kept under review throughout the period of insurance.

It is important that you are NOT under-insured. Make sure you have insured your buildings for the full rebuilding cost including allowances for architects costs and site clearance, and your contents for their full replacement value as new items.

You must notify us if the full replacement value of your contents or full rebuilding cost of your buildings exceeds the amount shown on your schedule.

The insurer will only be able to settle claims at the percentage you are actually insured for. For example, if the value of your contents shown on your schedule only represents 70% of the full replacement value then the insurer will not pay more than 70% of your claim.

2. Duty of Fair Presentation

When you answer questions or agree with assumptions during the quotation process, you must disclose material facts or circumstances about the risk(s) you want to insure. A material fact or circumstance is something that would influence the judgement of an insurer in deciding whether or not to insure the risk.

This is known as a 'duty of fair presentation' and includes disclosing the following:

- Information that you, your firm's senior management, or anyone responsible for arranging your insurance knows, or should know in relation to your business; and
- Information that would be revealed by a reasonable search of information available to you or by making enquiries, and could include information held within your business or by someone else (such as your insurance broker).
- Remember that if you fail to meet this duty, it could mean that the policy is void, or that the insurer is not liable to pay all or part of your claim(s).

The following examples provided are in addition to the main wording above and are to be used where appropriate:

Examples of material facts or circumstances include the following (please note these have been provided as examples only and the list is not exhaustive):

- Being declared bankrupt, participating in an Individual Voluntary Arrangement (IVA) or protected deed of trust in Scotland or making a compromise arrangement with creditors.
- Other policies in place covering the same risk.

- Previous claims or incidents which may have led to a claim but for which you did not actually submit a claim.
- Any caution, charge or conviction of a criminal offence for you or any director/business partner/trustee
- Any motoring convictions or disqualification by any director/business partner/trustee or any driver of a company vehicle in respect of a motor insurance application
- The organisation, directors, partners or trustees having been prosecuted or received a prohibition or improvement notice for failure to comply with any Health and Safety, Welfare or Environmental Protection legislation
- Being declined cover by other insurers or having special terms imposed
- Changes to your business activities
- Changes to the Police response to alarm signals.

Please remember that if any of your details, material facts or circumstances change during the policy period, you must always notify us immediately.

3. Policy Terms, Conditions and Exclusions

Insurers may impose warranties and/or restrictive endorsements and where any of your policies are subject to a warranty, compliance is an absolute requirement at all times.

In addition to warranties (or in some instances, in place of) policies may contain "conditions precedent to liability". Failure to comply with a condition precedent may mean that the insurer will not be liable for any loss.

Please pay particular attention to any warranties and/or restrictive endorsements as failure to fully comply with any warranty/endorsement terms could suspend or invalidate the policy cover.

Similarly, policies also contain general conditions that apply to all policyholders; for example, 'Notification of Claims' and alteration in risk. You should familiarise yourself and comply with all conditions.

Full details of any warranties, terms, conditions and exclusions are contained within your policy wording and schedule. **For your protection, it is essential that you read your policies carefully to ensure you are familiar with all of the terms, warranties, conditions and exclusions.**

If at any time you are unable to comply with a warranty, condition precedent to liability, or any other policy terms, conditions, exclusions or insurers' requirements, please let us know immediately as the requirements imposed will continue to apply until insurers have accepted that you are compliant with policy terms and confirmed cover.

If you have any queries or questions regarding the policy term, conditions or exclusions please contact us immediately.

4. Administration Fees

Where we charge an administration fee in respect of the operational cost of setting up, administering or cancelling your policy, e.g. postage, stationery and licensing fees. The administration fee is not subject to Insurance Premium Tax and is separate to any other broker fee charged and/or commission earned for our services.

Activity	Annual premium under £4,500	Annual premium over £4,500	Annual premium over £20,000
New Business and Renewal administration fee	£50	£75	£0

5. Basis of our services

The services we provide are outlined in our **Terms of Business Agreement (TOBA)**. The detail of which is provided in Appendix 1 of this report. **Please read this carefully as we will provide our services in line with this.**

We act on an 'advised' basis which means that we will be making a personal recommendation of a specific insurance policy(ies) based on information you have given us around your particular requirements and circumstances. When acting on an 'advised' basis, we act as Agent of the Customer (that is to say, we represent the customer) in order to select appropriate cover(s) from different insurance markets.

6. Short Form Privacy Notice

We are the data controller of any personal data you provide to us. We collect and process personal data in order to offer and provide insurance services and policies and to process claims. Personal data is also used for business purposes such as fraud prevention and detection, financial management, to generate risk modelling, conduct analytics including to advise, improve and develop our products and services and to comply with our legal and regulatory obligations. This may involve sharing information with, and obtaining information from, our group companies and third parties such as (re)insurers, other brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us to monitor and improve the service we provide as well as for regulatory purposes.

Please see our Privacy Notice for further information on how your personal data is used, shared, disclosed and retained, your rights in relation to your personal data and how to contact our Data Protection Officer. Our Privacy Notice can be found at <https://www.ajg.com/uk/global-privacy-notice/>

From time to time we may make important updates to our Privacy Notice and these may in turn affect the way we use and handle your data. Please ensure you review our Privacy Notice periodically to ensure you are aware of any changes.



If you are entering into this agreement in the course of your business, or as a charity, for charitable purposes and providing information on other individuals to us, for example your employees and/or any other party that would be covered under the insurance policy we may be placing or services we may provide to you, you shall ensure that individuals whose personal data you are providing to us have been provided with fair processing notices that are sufficient in scope and purpose, and that you have obtained all appropriate consents, where required, or are otherwise authorised, to transfer the personal data to us and enable us to use the personal data and process the personal data for the purposes of this agreement and as set forth in our Privacy Notice. You must not share personal data with us that is not necessary for us to offer, provide or administer our services to you.

7. Fraud Awareness

To help prevent fraud - before requesting your bank details to provide you with a refund by phone, we will always validate with you information that we hold on file; information that only you would know. This information could include your address or specific policy details. Any refund we provide will only be for one of three reasons:

- 1) overpaid funds
- 2) a reduction in your cover
- 3) cancellation

Arthur J. Gallagher Insurance Brokers Limited will never request sensitive information, such as, passwords, usernames or a mother's maiden name.

If you receive a phone call and are unsure it is from us, you can always call us to verify we are who we say we are. Please call your usual contact, or call us on the telephone number shown within this document.

8. Employers Liability Insurance – What you need to know

Employers' Liability Insurance

Since 1st October 2008 Employers are allowed to display their employers' liability certificate in an electronic format, so long as it remains accessible by all employees.

Although the law no longer requires you to retain certificates, we strongly recommend that you continue to do so. We believe that it is in your own interest to retain copies. Where no records can be found, you will be responsible for payment of any claim, particularly in relation to so-called 'long-tail' industrial diseases such as deafness and asbestosis.

If your policy includes cover for Employers Liability, this is designed to cover the costs of compensation, and legal fees should a member of staff fall ill or be injured due to an employers' negligence. If you are instead looking for financial cover should you, or an employee, be injured in an accident at work, then you may benefit from a Personal Accident policy. Please contact us to discuss what is included within a Personal Accident policy and to obtain a quote for this cover.

9. Making a Claim



Step 1 Reporting a claim

- You will need to notify us as soon as possible after an incident, either by telephone on 02382 547123 or by email to communityclaims@ajg.com.
- Alternatively out of hours in an emergency, you may also contact your insurer direct. You will find your insurer's claims line number within your policy document, as well as highlighted within your renewal pack.
- Delay in notifying your insurer of an incident or a claim can potentially prejudice your/your insurer's position and can cause difficulty with acceptance of your claim, either in part or in full.
- In the event of injury and/or damage to another party or their property, it is important that no admission of liability is made, as this may also prejudice your/your insurer's position. Any third party claim or correspondence should be immediately passed to your insurers, unanswered.
- Appropriate steps should be taken to minimise any further loss or damage, where possible. Please ensure to retain itemised invoices for any emergency works completed and take photos of the damage where possible.
- When notifying a claim, it is important that you have the following key information available, which will help identify you and assist with data protection protocols, thereby reducing any potential delays in providing you with initial advice:
 - Policyholder's name
 - Policyholder's address and postcode
 - Policy number
- In order for us to give you the most accurate advice and guidance on the notification call, there are some key pieces of information that we will need to know:
 - What happened? When? Where?
 - What is the extent of the loss, damage, injury? Consider physical and financial/trading impacts.
 - What is the impact to you as the policyholder?
 - What is being done to help prevent further loss, damage or injury?
 - Who is the best person for insurers to liaise with, what is their relationship with the policyholder and what are their contact details?

It's understood that some of the information may only be indicative at the outset, but the more accurate the information provided, the more likely the advice given will meet your needs and also assist with the progress of your claim.

- Your insurer will advise of next steps, allocate a claims reference number and also provide detail as to who will be your contact throughout the claim.
- Where the services of other parties may be required, insurers will provide details as to who this will be and the services that they will provide.
- Examples include – loss adjuster on large or complex claims, Solicitors/Investigators on Liability issues or claims, Engineers/Approved Repairers on Motor claims insurers should also discuss and agree with you the best method and frequency of updates/next contact.

Step 2 Claims Handling & Investigation

- In order to evaluate and progress any claim, insurers more often than not will require additional supporting documentation from you.
- Insurers should clearly articulate what they require from you and the reasons why. Typically this will be estimates or invoices and anything that may help them evaluate your claim against the policy coverage that you have in place.
- Delays and/or omissions can in some circumstances lead to issues with acceptance of a claim in part or in full. It is therefore important that you reply to any requests and supply the information required at your earliest opportunity, in order to assist with progressing



your claim.

- Should you not understand or wish to query any request from your insurer or their agent, it is recommended that you call them at the earliest opportunity to discuss and seek clarity from them.
- Insurers will look to agree with you what the next steps may be relating to any repair, replacement, defence, or interim actions required.
- Interim payments can sometimes be agreed, particularly on large claims or where the claim creates cash-flow issues. Where appropriate you should ask insurers whether this is a possibility.

Step 3 Conclusion/Resolution of Claim

- Once insurers have received sufficient supporting documentation and assessed them against the policy coverage in place, we will advise you regarding what a resolution of your claim may look like.
- Payments to be made (in part or in full) should be clearly explained by insurers, including their calculation.
- If for any reason the claim will not be met (in part or in full), insurers should clearly explain the reason why and provide evidence, where appropriate.
- Excess – Any settlement agreed will be subject to the deduction of the applicable policy excess. This can be verified by referring to your policy documents.
- VAT – If the policyholder is VAT registered or able to recover VAT for the costs claimed under their insurance policy, in the majority of situations the policyholder will be responsible for the VAT element of any invoice relating to the claim. This can include the VAT element of suppliers appointed by the insurer, such as solicitors costs.

Exceptions - Assistance and Complaints

- Escalations and complaints regarding services provided by the insurer should, in the first instance, be directed to the appropriate insurers as soon as the issue arises or is identified.
- Each insurer will have a formal escalation and complaint protocol in place, the details of which will be contained within your policy wording, which should give you suitable guidance.
- If however you encounter any difficulties identifying the appropriate process and/or insurer contact details, you can contact our Claims Team on 02382 547123 or email communityclaims@ajg.com, to assist you with ensuring that your issue or complaint reaches the appropriate insurer contact.

Examples of where we may be able to assist include:

- If you are having difficulty making contact with your insurer.
- Your insurers are unable to trace your policy.
- You require additional clarification regarding the claims process.
- Your insurers are failing to provide you with the appropriate level of service.



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In line with our standard internal review processes, we have made some changes to our Terms of Business Agreement (TOBA), the document which governs the supply of our services to you, as a direct customer of one of the Gallagher entities.

Please find attached the updated version (the “New TOBA”) which replaces the previous TOBA.

Generally, the material changes we make to our TOBA, can apply for any of the following reasons:

- to meet changing regulatory and / or legal requirements;
- providing more clarity around the basis of our relationship with you;
- add to the information about our organisation that we provide to you; or
- improve how we conduct business.

The more important changes are highlighted as follows:

- The sections entitled “How Do We Maintain Your Privacy” and “Confidential Information” have been merged into one section now entitled “Confidentiality and Data Protection” in order to clarify the use and disclosure of Confidential Information and Personal Data that you provide us in connection with the TOBA and the scope of business covered by it as well as addressing cross border transfers of such data.
 - Under the ‘Data Protection’ sub-section, we have expanded the circumstances where Personal Data may be processed, to align with our Privacy Notice.
 - The sub-section entitled ‘Confidentiality’ now includes a clearer definition of Confidential Information.
- For some clients there is a change to the “Limitation of Liability” provision that limits the liability that Gallagher would incur in the event of an error or omission on our part that leads to a client loss. This is now limited to £10m as standard in TOBAs issued to our client population. This is in line with our insurance industry peers and other similar professional services sectors, who employ such provisions to ensure prudent risk management and actively manage enterprise risk.

Please notify your usual Gallagher contact as soon as possible if you have any queries about the changes contained within the New TOBA or if there is anything in it that you do not understand or accept, as otherwise, we shall proceed on the basis that we have your deemed consent to the terms of the New TOBA.

Please retain this document and your New TOBA which supersedes any other TOBA we have sent to you in the past.

Terms of Business Agreement

Arthur J. Gallagher Insurance Brokers Limited

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Scope and application

This agreement, together with any separate written agreement between you and Arthur J. Gallagher Insurance Brokers Limited ('AJGIBL'), sets out the terms on which we agree to act for you when we are instructed to provide services by you.

In this agreement 'we', 'us' and 'our' means AJGIBL. References to 'insurers' include insurers, underwriters, managing agents or, where applicable, reinsurers with whom we place business. As appropriate, references to 'insurance' or 'insured' include reinsurance and reinsured respectively. Additionally, any reference to 'policy' shall mean an insurance or reinsurance policy, as appropriate.

It is important that you read this agreement carefully as it contains details of our statutory and regulatory responsibilities and your contractual obligations, on which we intend to rely. If there is anything you do not understand in this agreement you should inform us otherwise we will assume you are providing your informed consent to this agreement.

We specifically draw your attention to the following sections:

- a) What do we do?
- b) How are we paid for our services?
- c) How do we handle your money?
- d) Your obligations
- e) Conflicts of interest
- f) Complaints
- g) Limitation of Liability

Where your business is operated through an incorporated company, trust, limited liability partnership or partnership, we are entitled to assume that the recipient of this agreement has obtained authorisation or is entitled to consent to these terms on your behalf.

If you are a company or other body corporate, unless otherwise expressly stated in any separate written agreement between you and AJGIBL, you agree to and accept the terms of this agreement on your own behalf and on behalf of each of your group companies (where those group companies are receiving the benefit of our services). You will ensure that each of your group companies will act on the basis that it is a party to and bound by the agreement. All references in this agreement to 'you' and 'your' mean you and each of your group companies.

If you have instructed another insurance broker to deal with us on your behalf, we will assume unless told otherwise that the broker has full authority to agree the terms of this agreement with us and to deal with us on your behalf as your agent in relation to all matters covered by this agreement.

This agreement replaces any terms of business agreement that we may have previously agreed with you. If you have a separate service level agreement in place with us then the terms of that agreement must be read together with this agreement. In the event of a conflict, the terms of your service level agreement will take precedence over this agreement.

We may change the terms of this agreement from time to time. This may be:

- a) to reflect changes in our services or in market practice
- b) to reflect legal or regulatory developments, or
- c) to improve the clarity of this agreement.

We will tell you if we have materially changed these terms for any of these reasons and, in any event we will inform you of such changes before your policy is due to renew.

This agreement replaces any terms of business agreement that we may have previously agreed with you. If you have a separate service level agreement in place with us then the terms of that agreement must be read together with this agreement. In the event of a conflict, the terms of your service level agreement will take precedence over this agreement.

We may change the terms of this agreement from time to time. This may be:

- d) to reflect changes in our services or in market practice
- e) to reflect legal or regulatory developments, or
- f) to improve the clarity of this agreement.

We will tell you if we have materially changed these terms for any of these reasons and, in any event we will inform you of such changes before your policy is due to renew.

We may also change the terms of this agreement for other reasons, but if we do, we will notify you in advance and you will have the right to terminate this agreement within 30 days of such notification.

Who are we?

AJGIBL is a company incorporated and registered in Scotland with company number SC108909 whose registered office is at Spectrum Building, 55 Blythswood Street, Glasgow, G2 7AT. You can find out more about us at www.ajg.com/uk/.

We are an insurance intermediary, risk management and consulting firm authorised and regulated by the Financial Conduct Authority ('FCA'). Our FCA firm reference number is 311786. We are permitted by the FCA to act as a general insurance intermediary, to arrange credit and collect payments. You can check these details by visiting the FCA's website (www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768 (+44 20 7066 1000 from overseas).

What do we do?

As an insurance intermediary, we usually act for you. We offer access to general insurance products and services provided by a wide range of UK and international insurers, including Lloyd's.

Our services include advising you on your insurance needs, arranging insurance policies with insurers in order to meet those needs, provide associated risk management services and any other insurance related services. We will also help you to make changes to your insurance policy if required and will remind you when your policy is due for renewal as appropriate. Unless your policy states otherwise, or we agree, we will provide you with assistance in submitting a claim and with obtaining reimbursement from insurers.

In certain circumstances, we may act for your insurer, for example, where we have delegated underwriting authority and/or claims settlement authority, or where we have entered into a managing general agency agreement with one or more insurers. In cases where we are acting on behalf of the insurer, we will be acting as their agent. Please see the section headed Conflicts of interest for more information about how we manage these arrangements.

We cannot arrange insurance for you until we have received complete instructions from you. Your insurance cover is not in place until we have confirmed it to you in writing or we have issued evidence of cover. Where we receive your instruction or a firm order after normal office hours, placement of your insurance will be subject to further confirmation by us as soon as reasonably possible the following business day.

We do not offer advice in relation to tax, accounting, regulatory or legal matters (including sanctions) and you should take separate advice as you consider necessary regarding such matters.

Additionally, when we are appointed to service insurance policies other than at their inception or renewal and which were originally arranged via another party, we shall not be liable during the current insurance period for any loss arising from any errors or omissions or gaps in your insurance cover or advice not supplied by us. Should you have any concerns in respect of a policy, which has been transferred to us, or if you require an immediate review of your insurance arrangements, you must notify us immediately. Otherwise we shall review your insurance arrangements and advise accordingly as each policy falls due for renewal.

Which insurers do we use?

In finding an insurance solution that meets your demands and needs, we may either conduct a market analysis of potential insurers, or we may only consider a specific product from a single insurer, or products from a panel of insurers. In certain circumstances we may act for the insurers, or use services of other of our group companies - please see the "Conflicts of Interest" section.

We use publicly available information, including information produced by credit rating agencies, to identify insurers with whom we will consider placing your business. We do not guarantee the financial status of any insurer. You may require us to use an insurer that we would not ordinarily recommend due to their credit rating. In the event of an insurer experiencing financial difficulties, you may still have a liability to pay any outstanding premium and we are not responsible for any shortfall in amounts due to you in respect of any claims.

We are available to discuss with you any concerns you have with the insurer you have chosen for your insurance policy(ies).

How are we paid for our services?

Payment in respect a service that we provide to you in respect of any single contract of insurance may be made up of one or more of the following:

a fee paid by you; details of this, or the basis of calculation, will be declared to you in advance of this being incurred; brokerage/commission, which is a percentage of the total annual insurance premium paid by you and given to us by the insurers with whom we place your business; and administration charges, in addition to any insurance premiums, for administration of your policy, including amending and cancelling any policy: these apply on most placements (even where a) and / or b) apply), and details of these charges, will be provided to you in advance of them being incurred.

Please note that where we have not agreed a fee (a) payable by you in respect of any contract of insurance, our remuneration will be by way of commission (b). There may be instances where we have agreed a fee (a) with you, and for subsequent, additional policies, we also earn a commission.

If we charge you a fee (a) in relation to any contract of insurance, and either also receive commission payments in respect of that contract of insurance, or will do so in relation to any subsequent contracts, then we will inform you of that fact prior to the fee being incurred.

Please note that for commission (b), we do not intend to earn commission from the taxation element of any insurance premium tax.

We may receive additional payments such as a profit share or profit commission from insurers, for instance, from insurers payable under a delegated underwriting authority or other facility or individual contract in recognition of overall profitability.

We may also earn income from insurers or other sources in other ways. For example, we may receive income from insurers for ancillary services provided solely on their behalf.

Upon request, we will be pleased to provide details of any income we are due or have received as a result of placing your business. Unless we specifically agree otherwise, brokerage/commission and fees are earned when we arrange an insurance policy for you, or in the case of any other service when we commence providing that service to you.

However in respect of any payment made to us this will only be recognised as payment for the service when we have reconciled your payment. We will be entitled to retain all fees and brokerage in respect of the full period of contract(s) of insurance arranged by us including in circumstances where your policy has been terminated and your insurers have returned pro-rated net premium. Consistent with long established market practice, we will deduct our brokerage and other commissions from the premium once received.

If you decide to terminate our appointment in relation to policies we have placed on your behalf and where, (i) the policy or policies have not expired, and (ii) premium is due on the policy or those policies, we are entitled to any brokerage/commission originally due on the policy or policies and you will ensure the broker subsequently appointed to administrate the policy or policies agrees and accepts to collect the brokerage/commission and remit to us in good time.

Confidentiality and Data Protection

Confidentiality

During the course of this agreement or during discussions between the parties regarding potential services under this agreement (such as a request for proposal), each party may be provided with or given access to Confidential Information from or on behalf of the other party and each party agrees to treat such information as confidential and will not disclose it to any third party, except as stated in this agreement.

Confidential Information means all data received from or on behalf of the other party that is non-public, confidential or proprietary in nature, including, without limitation, non-personal, commercial data. Confidential Information does not include (i) Personal Data (as defined below); or (ii) information that (a) was previously known to a party without an obligation not to disclose such information, (b) was independently developed by or for the party, (c) was acquired from a third party without an obligation not to disclose such information, or (d) is or becomes publicly available through no breach of this agreement.

Data Protection

Each party agrees to comply with its respective obligations under applicable data protection laws with respect to Personal Data processed under this agreement. Personal Data means any information relating to an identified or identifiable natural person and for the avoidance of doubt does not include aggregate and anonymous data. Each party shall implement appropriate measures to maintain the availability, integrity, confidentiality and security of Personal Data processed under this agreement to protect it from unauthorized or illegal access, destruction, use, modification or disclosure.

We are the data controller of any Personal Data you provide to us or that we receive in connection with this agreement. Please review our Privacy Notice for details on how we collect, use, share, secure and retain data, and the rights an individual has in relation to Personal Data. Our Privacy Notice can be found at <https://www.ajg.com/uk/privacy-policy/>. From time to time we will update our Privacy Notice, which may impact the ways in which we handle data. Please review our Privacy Notice periodically to ensure you are aware of any changes.

If you will be providing us with Personal Data of other individuals in connection with this agreement (such as your employees), you shall ensure that those individuals have received appropriate data privacy notices and that you have obtained all required consents to enable you to process and transfer the Personal Data as described in this agreement. You will only share Personal Data with us that is necessary for us to provide the services, reliable for its intended use, and accurate, complete and current. You agree to notify us if you become aware that the information is inaccurate, incomplete or out-of-date. You will also provide us with reasonable assistance, upon request, in dealing with any requests, inquiries or complaints that we receive from individuals and/or local data protection regulators in relation to any Personal Data processed under this agreement.

Use and Disclosure of Confidential Information and Personal Data

You agree and acknowledge, respectively, that we may use Confidential Information and Personal Data provided to us:

- (i) to provide the services and fulfil our obligations under the agreement in accordance with applicable laws, regulations and our Privacy Notice;
- (ii) to share such information with (re)insurers, other brokers, surveyors, loss adjusters, loss assessors, third party claims administrators, service providers, premium finance providers and other similar third parties either to the extent necessary to provide our services to you or in accordance with normal (re)insurance broking practices;
- (iii) to conduct data analytics, surveys, benchmarking and risk modelling to understand risk exposures and experience, for purposes of creating industry or sector-wide reports to share with our group companies and third parties provided reports shared with third parties will only be on an aggregate, anonymised or de-identified basis, unless we have obtained your consent;
- (iv) to improve and develop systems and algorithms for purposes of delivering services to you and other clients, conducting data analytics, developing sales and marketing strategies and otherwise improving our services and products; and
- (v) to collect and use your risk, loss, reserve and claims data in the creation, marketing and commercial use of loss databases, analytical or statistical reports, models and tools, (re)insurance and capital markets products, any of which may be used in the services provided to you or third parties, except any services provided to third parties would only include aggregate, anonymised or de-identified data.

Without limitation to any other provisions contained herein, either party may disclose Confidential Information and Personal Data that it has received from the other or been given access to under this agreement:

- (i) to its group companies, professional advisors, actuaries, auditors, insurers, sub-contractors, (sub) processors and other similar third parties to the extent necessary to perform a party's rights or obligations under this agreement or to ensure the effective management, administration, and operation of its businesses, provided such persons are under a duty of confidentiality;
- (ii) to the extent required by law or regulations, where requested or required to do so by a court of competent jurisdiction, tribunal, arbitration body, law enforcement, administrative agency or regulator, or to exercise or defend its rights in a legal dispute related to this agreement; and
- (iii) for fraud detection and financial management and prevention (including but not limited to disclosure to credit reference agencies or fraud prevention agencies).

In order for us to operate as a global business and provide the services described above, we may transfer Confidential Information and Personal Data as contemplated herein across borders.

Any such transfers will comply with applicable law and be subject to suitable safeguards to ensure an adequate level of protection, including, where required, the use of standard contractual clauses approved by the local data protection regulator, that require each party to ensure that the Personal Data receives an adequate and consistent level of protection.

How do we handle your money?

In our role as an intermediary between you and your insurers we may hold money:

- paid by you to be passed on to insurers
- paid to us by your insurers, to be passed on to you
- paid by you to us for our services, but which we have not yet reconciled.

For your protection, the way that we handle your money is designed to protect your interests in the event of our financial failure.

We may take payment from you when your policy next renews using payment card information you have shared with us and which we will retain. If we intend to do this, we will confirm this to you in your renewal invitation prior to your next policy renewal. You may opt-out of automatic renewal at any time by contacting us.

Insurer Money (money we hold as agent of an insurer):

Where we have an agreement with your insurer to hold money as their agent, any premiums you pay to us are treated as having been received by the insurer as soon as they are received by us. Claims payments and/or premium refunds are treated as received by you when they are actually paid to you.

Where we receive monies as agent of your insurer, we can only deal with that money in accordance with the instructions of the insurer. This means that, for example, if you want us to return such monies to you, we can only do so with the agreement of the insurer.

Client Money (money we hold as your agent):

Where we do not have an agreement with your insurer to hold money as their agent, we will hold premiums you pay to us as your agent. Money we receive from your insurer which is payable to you will be your property whilst we hold it.

We may also hold money as your agent where you have paid this to us in respect of our fee for a service, until such time as we have reconciled the payment against the relevant service. Money we hold as your agent is referred to as 'Client Money'.

FCA rules require us to keep Client Money separate from our own money. We hold Client Money with an approved bank, segregated in a client account subject to a Non-Statutory Trust ('NST'). The aim of the NST is to protect you in the event of our financial failure. If such an account is held outside the United Kingdom, it may be subject to different laws and regulations, which may mean that the Client Money held in that account is not protected to the same extent as it would be if it were held in the United Kingdom, or at all. Please tell us if you do not wish us to hold any money for you in a particular jurisdiction.

We may use Client Money held in the NST on behalf of one client ('Client A') to pay another client's premium ('Client B') before we receive such premium from Client B. We may also make claims payments/ premium refunds to other clients before monies are received from the insurer.

Although there may be occasions when we do this, it is not our policy to routinely cross-fund in this way. For the avoidance of doubt, we may not use Client Money to pay ourselves commissions before we receive the relevant premium from you.

We may invest Client Money held in the NST in accordance with FCA rules relating to Client Money. If we do invest money in this way, we will be responsible for meeting any shortfall in the value of the investments at the time of their realisation. Any interest or profits earned on Client Money held by us will be retained by us for our own use, rather than paid to you.

Holding both insurer and Client Money

We may hold both insurer and Client Money together in the NST. When this happens, your interests as our client will continue to be protected.

Payment to third parties:

We may transfer Client Money to another person, such as another broker or settlement agent, for the purpose of carrying out a transaction on your behalf through that person. This may include brokers and settlement agents outside the UK. The legal and regulatory regime applying to a broker or settlement agent outside the UK may be different from that of the UK. This means that, in the event of a failure of the broker or settlement agent, this money may be treated in a different manner from that which would apply if the money were held by a broker or settlement agent in the UK. You may notify us if you do not wish us to pass your money to a person in a particular jurisdiction.

We may also transfer Client Money to a professional services firm such as a loss adjuster, surveyor or valuer unless you instruct us otherwise.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme ('FSCS'). You may be entitled to compensation from the FSCS if we cannot meet our financial obligations to you. This depends on the type of insurance contract that we have arranged for you, certain eligibility criteria and the circumstances of the claim.

Further details regarding the FSCS are available online at www.fscs.org.uk or by calling 0800 678 1100 (+44 20 7741 4100 from overseas).

Separately, your insurer and/or you may be covered by a different compensation scheme.

Your obligations

You will not instruct us to provide services which would cause us, nor use our services in any way, to violate applicable laws including without limitation bribery, anti-corruption, money laundering sanctions, or data protection laws.

You are required to make a fair presentation of the risk to an insurer which discloses every material circumstance which you know or ought to know relating to the risk to be insured. This includes information known by your senior management and those responsible for arranging your insurance as well as information which would reasonably have been revealed by a reasonable search of information available to you.

A circumstance is material if it would influence the judgment of a prudent insurer in determining whether to provide insurance for the risk and, if so, on what terms. Disclosure must be reasonably clear and accessible to a prudent insurer. Material representations of fact must be substantially correct and material representations of expectation/belief must be made in good faith. Failure to comply

questionnaire that covers the particular point. If you are in any doubt as to whether information is material, you should disclose it.

Anti-bribery, corruption and financial crime

You agree that you will ensure that at all times you comply with all laws, statutes and regulations that apply to you relating to anti-bribery and corruption, including the UK Bribery Act 2010 and (if it applies to you or any of your group companies) the US Foreign and Corrupt Practices Act 1977. Accordingly, if you accept gifts or hospitality offered to you by us or any of our group of companies, we will deem the acceptance to be in accordance with any gifts & hospitality policy/ies you may have.

Please be aware that we are required to obtain adequate 'Know Your Client' information about you. In order to prevent bribery, corruption, fraud or other financial crime, we may take further steps, including notification to the relevant authorities, carrying out status and credit checks using credit reference agencies, and other screening background checking as appropriate.

Policies may include clauses on financial and trade sanctions, anti-money laundering and export controls, ('Sanctions'). How you comply with Sanctions is specific to your business: you should take legal advice where necessary and pay special attention to relevant policy clauses.

To comply with financial crime or Sanctions requirements, we may be prohibited from providing broking or risk consulting services, including placement and claims handling services; may be required to take actions such as freezing the funds in which parties subject to Sanctions have an interest; or may make regulatory notifications or licence applications as required or appropriate in accordance with Sanctions. Your insurers and other third parties we deal with, such as financial institutions, may also apply their own policies or restrictions.

You acknowledge and agree that we reserve the right to take steps to comply with financial crime or Sanctions (and we will not be liable to you for this or for similar steps taken by third parties).

You should advise us of all of the countries connected to the (re)insurance you require. We reserve the right not to perform obligations under this agreement to the extent that this would be contrary to our commercial risk appetite or where performance would be impracticable including because of bank policies restricting the processing of premiums, claims funds or fees related to such countries or related parties.

Please be aware that we are generally restricted from providing broking, claims handling or other services that relate to Cuba and Iran- including because of significant difficulties in processing payments and other commercial and reputational considerations.

Your premium payment obligations

Insurers require you to pay premium at or before the start date of each policy, or as otherwise specified under the policy terms. You must pay all monies due in cleared funds in accordance with the amounts and on or before the dates specified in our invoice(s). If you do not make payment within that period, insurers may cancel your policy and may also require that you pay a premium in relation to the time that you have been on risk. It is therefore very important that you meet all payment dates.

Where you have instructed us to obtain insurance on your behalf, to the extent that we are required to meet your premium payment obligations, we reserve the right to recover those monies from you.

Use of Premium Finance Companies:

You may be able to pay premium payments by instalments through a credit scheme operated by a third party premium finance company

with the duty of fair presentation could mean that your policy of insurance is void or that insurers are not liable to pay all or part of your claim(s).

The above duty of disclosure is the applicable duty under the laws of England, Wales, Scotland and Northern Ireland. You may have different obligations if your policy of insurance is subject to a different law. As a minimum, we expect you to disclose your information in accordance with the duty set out above.

For certain types of insurance covers you may be required to complete and sign a proposal form or questionnaire. Take care to ensure that the information you provide is complete and accurate. Note that if you are aware of anything that you feel may be material to the proposed policy of insurance you should disclose it, even if there does not appear to be a question on the proposal form or

Please note that we do not recommend any particular credit provider. If you wish to pay premium by instalments, we are able to introduce you to credit providers (which may include a third party premium finance company or an insurer). There may be other credit providers (including insurers) able to offer better credit terms than those that made available to you by a party we have introduced you to.

Where you decide to enter into a credit scheme for the payment of premium, you will receive separate terms and conditions from the relevant premium finance company or insurer which will govern that arrangement. You agree that, in accordance with the terms of any such credit scheme or otherwise, we may instruct your insurer to cancel your policy if you are in default under the credit scheme and that any return premium or other payment due from the insurer may be applied to discharge your liability or liability we have assumed on your behalf under the credit scheme without further reference to you.

Your policy documents

You will receive written terms and conditions of any insurance policy we arrange for you. Please check these documents and advise us as soon as reasonably practicable if the terms of the cover arranged are not in accordance with your requirements. Please pay special attention to the claims notification provisions and to any warranties and conditions (including as to the payment of premium) as any failure to comply with these terms may invalidate your cover.

The documents relating to your insurance will confirm the basis of the cover from the relevant insurer(s) and provide their details and if applicable, the insurer's agent. It is therefore important that you keep all of your policy documents in a safe place. It is our current practice to retain client information for at least six years or such other period required under relevant law or regulations.

Making a claim

Your insurance policy will usually require you to notify all claims and/or circumstances that may give rise to a claim as soon as possible. If you are unsure whether a matter needs to be notified please contact us and we will endeavor to assist you.

Where we have agreed to handle claims on your behalf, we will do so fairly and promptly. If we receive claims payments for you, we will remit them to you as soon as reasonably practicable after receipt.

As part of paying your claim, your insurer may require us to deduct the value of sums due (such as premiums or instalments under a credit scheme) before sending the balance of any claims payment to you.

We reserve the right to charge an additional or separate fee

or insurer. Please note that we can only pay premium to insurers on your behalf once we have cleared funds from you or the premium finance company.

We may act as agent of an insurer under a delegated underwriting authority and/or delegated claims settlement authority. In these instances, where we act as your agent for your insurance needs we will always act in your best interests when arranging your policy.

As part of paying your claim, your insurer may require us to deduct the value of sums due (such as premiums or instalments under a credit scheme) before sending the balance of any claims payment to you.

We follow our own conflict management policies and procedures (for example, using information barriers). These are designed to prevent any conflicts of interest adversely affecting or compromising your interests. However, in some cases, where we cannot be reasonably confident that we can prevent the risk of damage to your interests, we will discuss this with you. If you have any concerns in relation to conflicts of interests, please contact us.

Complaints

We value our relationship with you and we welcome feedback on the service you receive from us. Please tell us if you are dissatisfied with part of our service so that we can improve our products or services. Our aim is that you should benefit from a high quality service using our experience and breadth of insurance broking expertise. We always try to provide a high standard of service but if you ever have cause to complain, please do so by contacting your usual AJG representative by whatever means is convenient to you.

If you wish to deal with someone wholly independent of the branch or division that has been servicing your business, please contact:

Address: Complaints Management Team
Spectrum Building 55 Blythswood Street Glasgow
G2 7AT
Email: commercialcomplaintsuk@ajg.com

We will acknowledge written complaints promptly. Our complaints procedure is available on request.

If you feel that we have not been able to resolve the matter to your satisfaction, after this process you may have the right (subject to eligibility) to refer your complaint to the Financial Ombudsman Service; this address is:

The Financial Ombudsman Service Exchange Tower
London E14 9SR

Telephone: 0800 0234 567 (from landline)
Telephone: 0300 123 9 123 (from mobile)

Email: complaint.info@financial-ombudsman.org.uk

Website: <http://www.financial-ombudsman.org.uk>

Whether or not you make a complaint to us and/or refer your complaint to the Financial Ombudsman Service, your right to take legal action will not be affected.

Other territories

Other territories may also offer complaints and dispute resolution arrangements that we are required to follow where we are held to be doing business there.

Right of set-off

(based on the nature of the work and duration and agreed with you in advance) to negotiate a large or complex claim on your behalf.

Conflicts of interest

Circumstances may arise where we have a conflict of interest between us (including our managers, employees or agents) or another of our group companies and you, or between you and another of our clients. We always aim to treat you fairly and avoid conflicts of interest. We never deliberately put ourselves in a position where our interests, or our duty to another party, prevent us from discharging our duty to you.

We may arrange insurance for you through another company in the Arthur J. Gallagher group which acts on behalf of one or more insurers. An example may include a placement with a separate underwriting team within Arthur J. Gallagher Insurance Brokers Limited, Pen Underwriting Limited or Arthur J. Gallagher UK Limited.

In arranging an insurance solution that meets your demands and needs, we will ensure that our duty to you does not conflict with the duties that an Arthur J. Gallagher group company owes to the insurers that it represents.

Intellectual property rights

We (or our licensors) will retain all ownership, title, copyright and other intellectual property rights in all materials developed, designed or created by us before or during the provision of services to you including systems, methodologies, software, know-how and working papers. We will also retain all ownership, title, copyright and other intellectual property rights in all reports, written advice or other materials provided by us to you. We grant you a royalty - free licence to use those materials, but only for the purposes for which they were created under this agreement and only for as long as this agreement remains in force.

Termination

Without prejudice to any rights that have accrued under this agreement or any other rights or remedies, either party may terminate the services contemplated under this agreement by giving not less than 30 days' notice in writing to the other.

If our appointment as your broker is terminated or not renewed, we reserve the right to charge an additional or separate fee, agreed with you in advance, for any ongoing services performed from the date on which our appointment terminates. The terms of this agreement will continue to apply in relation to those ongoing services.

Notwithstanding anything else contained in this agreement, we are not required to act for you, or to continue to act for you, if we reasonably consider that to do so would put us in breach of, or would expose us or our affiliates to fines, penalties or sanctions under, any laws, regulations or professional rules. In such circumstances, we will be entitled to terminate our existing relationship with you with immediate effect and will not be responsible or liable to you for any direct or indirect loss which you or any other party may suffer as a result.

Cancellation of your policy

Your insurance contract may include a cancellation clause. For more details, please refer to your insurer's policy documents. If you wish to cancel a policy please let us know. If your policy is cancelled, the insurer will determine any return premium in relation to policies placed by us.

Please see the section above 'How are we paid for our services?' in relation to our rights to payment of brokerage/commission and

If you are a business, we may at any time, without notice to you, set off any liability of yours to us against any liability of us to you, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this agreement.

If the liabilities to be set off are expressed in different currencies, we may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by us of our rights under this clause will not limit or affect any other rights or remedies available to us under this agreement or otherwise..

Third party rights

A person who is not party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term contained in this agreement.

Circumstances outside of the parties' control

Neither party will be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. In that event, the affected party will notify the other as soon as reasonably practicable

Unexpected acts or events

Neither party will be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. In that event, the affected party will notify the other as soon as reasonably practicable.

Transfer of this agreement

Neither party can transfer their rights nor obligations under this agreement in whole or in part to anyone else, except that:

- a) we may transfer all or some of our rights and/or obligations to one or more other members of the Arthur J Gallagher group of companies; and

either party may transfer all or some of our rights and/or obligations to someone else with the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

Governing law and jurisdiction

The law of England and Wales will apply to this agreement

The parties irrevocably agree that the courts of England and Wales will have the necessary jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter.

fees in the event of policy termination.

Currency conversion

We may have to convert funds to another currency in order to settle amounts due to insurers. If a repayment of funds is due to you or is requested by you after the currency is converted, then any such payment will be made in the currency to which the funds have been converted. Any shortfall arising from exchange differences remains your liability. If you pay a premium in a different currency or to a bank account in a different currency from that requested, we may, at our discretion, either return the funds to you or convert the money to the required currency. In the latter case, the converted funds will be applied against the amount due with any shortfall arising from exchange differences remaining your liability.

Severability

The invalidity, illegality or unenforceability of any of the provisions of this agreement will not affect the validity, legality or enforceability of the remaining provisions in this agreement.

Notices

If notice is given to us under or in connection with this agreement, except as expressly provided in this agreement, it must be in writing and sent to our registered address. We are entitled to give you a notice under or in connection with this agreement at your registered address (if a company or limited liability partnership) or at your last known address (in any other case).

Private & Confidential

Mrs Sarah Vergette
Horsford Parish Council
3 Rosebery Road
Great Plumstead
Norwich
Norfolk
NR13 5EA
United Kingdom

15th April 2026

Dear Mrs Vergette,

Insurance Policy: AJG Community Schemes
Client Name: Horsford Parish Council
Client Reference Number: 5255035
Policy Number: 9435637
Effective Date: 01/06/2026

Your insurance policy is due for renewal shortly and we have pleasure in enclosing your renewal quotation(s) and documentation. These have been based on your requirements which you disclosed to us previously or in our recent renewal discussions. Our understanding of your requirements are shown in the enclosed documentation.

There are a number of documents enclosed and it is important that you review each of them. Within this letter we have summarised what we consider to be the most important points to assist you. We have directed you to those documents, or parts of documents, which you must read carefully.

Your renewal premium(s) for the forthcoming year are detailed as follows:-

Policy	Insurer	Premium	Insurance Premium Tax	Administration Fee(s)	Total Due
AJG Community Schemes	Hiscox Insurance Company Limited	£3,505.42	£420.65	£50.00	£3,976.07
Total		£3,505.42	£420.65	£50.00	£3,976.07

Long Term Agreement Option

In order to ensure rate stability, Horsford Parish Council may choose to set up a 3 year binding Long Term Agreement (LTA) with Hiscox Insurance Company Limited, at an LTA premium of £3,976.07. This means Horsford Parish Council will commit to keep their policy with Hiscox Insurance Company Limited for the period of the LTA, which will expire 3 years from the original inception date.

In return Hiscox Insurance Company Limited agrees not to increase the annual insurance premium, except for the following reasons:

- When there are changes to the material facts concerning your policy.

- Policy changes where the sums insured for assets covered against loss or damage are increased or decreased.
- The annual inflationary increase (index linking) applied to the sums insured for the assets covered against loss or damage.
- The imposition by the Government of a higher rate of Insurance Premium Tax (IPT).

Any changes to terms or conditions other than those stated, for example, the imposition by the Insurer of a higher rate resultant from the claims ratio exceeding the percentage detailed in the LTA endorsement wording shown in the schedule enclosed, **releases** Horsford Parish Council from the Long Term Agreement and as your broker we will seek alternative quotations from the market on your behalf.

For further information please see the LTA wording contained within the attached Schedule of Insurance.

AJG Community Schemes

Your Requirements and Our Recommendations

We have assessed the information about the circumstances that you have provided to us to help us to identify your requirements and make recommendation(s). We have based our understanding of your requirements on this information.

Our Recommendation(s)

We recommend that this policy is placed with Hiscox Insurance Company Limited based upon your requirements to purchase a Local Council Insurance policy and the price, extent of cover and policy benefits provided by the insurer.

Our recommendation is based on your requirements to have a Local Council Insurance policy for Horsford Parish Council to the levels of cover we have discussed which is summarised in the attached quotation schedule and statement of fact.

- We have recommended that your cover is placed with the insurer(s) named within your schedule.
- We believe the cover(s) provided is the most suitable from the insurers that we have approached and based on the information you have provided.
- Please ensure you read your documentation pack carefully to confirm that the cover meets your requirements, paying particular attention to exclusions, warranties, conditions, excesses and limits.

If you require any changes to be made or information corrected, please contact us as soon as possible, as failure to do so could mean that your insurance is voided, or may lead to the insurer not paying all or part of your claim.

Please see the attached cover comparison which details a summary of the core covers automatically included with all Gallagher Insurance policies. In addition to these our insurer panel can provide enhanced levels of protection and additional covers where appropriate.

We would draw your attention to your Duty of Fair Presentation obligations, along with the importance of checking that you have adequate sums insured. Full details can be found in the Important Information section.



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Market Selection

For this type of insurance, Gallagher has entered in to an agreement with a single insurer, who provides this policy.

This agreement allows us to rate the premium and issue the policy documentation on their behalf. Under such an agreement, we are acting as agent of the insurer.

Significant Terms, Conditions, Warranties, Exclusions and Subjectivities

Your **policy documents** will record what is insured and against what **Insured Perils** (risks) apply, along with details of any **Warranties** which sets out those things which you must make sure happen or have in place at all times. Your cover may be subject to **Exclusions** and **Endorsements**, which set out additional **Policy Terms** which are particularly important. Please also consider any **Conditions** with which you have to comply in order for your cover to be valid and for you to make a claim.

It is important that you read and make sure that you understand the full extent of the cover that is provided by your insurance policy. The policy wording should be read in conjunction with your policy schedule. Please read these carefully as they may have an impact on the validity of your cover and/or your ability to make recovery for any claims made.

If there are any areas of the policy which you are concerned about or do not understand, or where you are unable to comply, then please contact us to discuss in further detail. It may be possible, albeit at higher cost, to obtain wider or less restrictive cover.

The attached insurer schedule details the following endorsements applicable to your policy.

- Premises - Endorsement - Flat roof condition - 308.0.2
- Premises - Endorsement - Addition of cover: under insurance restriction (Buildings) - 6469.0
- Premises - Endorsement - Removal of cover: cyber claims and losses - 6728.0
- Contents - Endorsement - Minimum security condition - 240.3
- Contents - Endorsement - Addition of cover (Travel expenses) - 6226.0
- Contents - Endorsement - Floating amount insured (Contents) - 6349.1
- Business Interruption - Endorsement - Amended definition: income - 6820.0
- Business Interruption - Endorsement - Floating amount insured (Business interruption) - 6350.1
- Contents Away from Premises - Endorsement - Contents temporarily elsewhere - 65.00
- Crisis Management - Endorsement - Crisis containment provider: Hill Knowlton - 9003.0
- Employers' Liability - Endorsement - Employers Liability Tracing Office (ELTO) - mandatory information required - 3121.0
- Employers' Liability - Endorsement - Confirmation of cover: cyber claims - 6734.0
- Legal Expenses - Endorsement - Commercial legal protection (charities) - 524.0
- Officials and Trustees - Endorsement - Prior and pending litigation date - 705.4

- Officials and Trustees - Endorsement - Amendment of cover: cyber claims (DO) - 3215.0
- Officials and Trustees - Endorsement - Amendment of cover: breach of professional duty (DO) - 3216.0
- Personal Accident - Endorsement - Amendment of cover: cyber claims and losses - 6752.0
- Public Liability - Endorsement - Firework and bonfire condition endorsement - 6080.0
- Public Liability - Endorsement - Removal of cover: cyber claims - 6735.0
- AJG Community Schemes - Endorsement - Floating amount insured (Buildings) - 6351.0
- AJG Community Schemes - Endorsement - Additional definitions: cyber - 6727.0
- AJG Community Schemes - Endorsement - Commercial assistance & legal advice helpline - 603.1

Key changes to your policy from renewal

Hiscox have made some important changes to your policy and documents. In respect of the policy sections Buildings, Contents, Property Away From The Premises and Business interruption, please note the Communicable Disease exclusion which has been added to the policy. For Business interruption, this restricts the types of diseases covered to Specified Diseases. In light of the current Covid -19 threat, note that this is not a Specified Disease.

Index linking is currently calculated at the rate shown in the attached Hiscox Insurance Company Limited schedule. Please contact a member of our team, should you not wish to index link your sums insured.

Policy Documents

It is important that you check through your policy documentation. Please read all documents carefully, paying particular attention to the limits, endorsements and exclusions. **If any information is incorrect, please contact us immediately.**

Payment Options

Our standard payment terms are payment on or before your policy inception or renewal date. This ensures we receive your funds in time to settle our Insurer accounts where there are strict requirements.

You can pay by the following options:-

- Cheque payable to Arthur J Gallagher Insurance Brokers Ltd - Please add your client reference number onto the back of the cheque.
- Direct Debit with Insurers (if available)
- Bank Transfer (BACS) - Gallagher will provide our bank details upon instruction to proceed

Next Steps

In order to renew the policy for Horsford Parish Council you must;

1. Check the attached documents and inform us if anything needs changing
2. Check the cover still meets the needs of Horsford Parish Council
3. Confirm that the policy for Horsford Parish Council should be renewed via communityrenewals@ajg.com or telephone us on 01483 462860 before 1st June 2026



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4. **It is essential that you confirm the insurer name, and whether you want to enter into a Long Term Agreement (whether the policy is for a 1 or 3 year term).**
5. Pay for your policy by the renewal date 1st June 2026

If you have any questions relating to your insurance arrangements, please do not hesitate to contact us. **We look forward to receiving your renewal confirmation by the renewal date.** Failure to provide your instructions could result in your policy and cover lapsing.

Should you need any assistance or wish to review our recommendation in anyway, please do contact the Community Team at Gallagher Insurance on 01483 462860 or via community@ajg.com.

Yours sincerely,

The Community Team

Tel: 01483 462860

Email: community@ajg.com

TALK TO US ABOUT:

- Motor
- Engineering
- Cyber
- Professional Indemnity
- Associated Charities
- Village Hall Policies
- Anglican Church Policies
- Risk Management Solutions
- Event Coverage
- Terrorism



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Enclosures	Action Required by You
Statement of Fact(s)	Information you have provided to us and on which your policy is based. Please review and advise us of any changes required.
Policy Schedule(s)	Please review and advise us immediately if there are any terms you are unable to comply with or do not understand.
Policy Summary(s)) Notice to Policyholder/Summary of Changes	An overview of the proposed cover including limits. Please read in conjunction with your policy and advise us immediately if there are any terms you are unable to comply with or do not understand.
Our Invoice	Please note payment terms.
Important Information	Please read and retain.
Our Terms of Business	Please read and retain.

Our Service & Remuneration

The table below indicates 'how we are paid for our services'. Further information is available in our Initial Disclosure Document that can be located further on in this letter.

Policy Cover	Broker Fee	Commission	Admin Fee
AJG Community Schemes	x	✓	✓

Important Information

Please read this section carefully **as it contains important terms and may require you to take action.**

1. Sums Insured and Under-Insurance (Average)

Please ensure you are insured for the full value of risk in accordance with the policy terms and conditions. We strongly recommend that you obtain professional valuations for reinstatement purposes of buildings, machinery and plant at regular intervals. Sums insured and limits of indemnity should be kept under review throughout the period of insurance.

It is important that you are NOT under-insured. Make sure you have insured your buildings for the full rebuilding cost including allowances for architects costs and site clearance, and your contents for their full replacement value as new items.

You must notify us if the full replacement value of your contents or full rebuilding cost of your buildings exceeds the amount shown on your schedule.

The insurer will only be able to settle claims at the percentage you are actually insured for. For example, if the value of your contents shown on your schedule only represents 70% of the full replacement value then the insurer will not pay more than 70% of your claim.

2. Duty of Fair Presentation

When you answer questions or agree with assumptions during the quotation process, you must disclose material facts or circumstances about the risk(s) you want to insure. A material fact or circumstance is something that would influence the judgement of an insurer in deciding whether or not to insure the risk.

This is known as a 'duty of fair presentation' and includes disclosing the following:

- Information that you, your firm's senior management, or anyone responsible for arranging your insurance knows, or should know in relation to your business; and
- Information that would be revealed by a reasonable search of information available to you or by making enquiries, and could include information held within your business or by someone else (such as your insurance broker).
- Remember that if you fail to meet this duty, it could mean that the policy is void, or that the insurer is not liable to pay all or part of your claim(s).

The following examples provided are in addition to the main wording above and are to be used where appropriate:

Examples of material facts or circumstances include the following (please note these have been provided as examples only and the list is not exhaustive):

- Being declared bankrupt, participating in an Individual Voluntary Arrangement (IVA) or protected deed of trust in Scotland or making a compromise arrangement with creditors.
- Other policies in place covering the same risk.



- Previous claims or incidents which may have led to a claim but for which you did not actually submit a claim.
- Any caution, charge or conviction of a criminal offence for you or any director/business partner/trustee
- Any motoring convictions or disqualification by any director/business partner/trustee or any driver of a company vehicle in respect of a motor insurance application
- The organisation, directors, partners or trustees having been prosecuted or received a prohibition or improvement notice for failure to comply with any Health and Safety, Welfare or Environmental Protection legislation
- Being declined cover by other insurers or having special terms imposed
- Changes to your business activities
- Changes to the Police response to alarm signals.

Please remember that if any of your details, material facts or circumstances change during the policy period, you must always notify us immediately.

3. Policy Terms, Conditions and Exclusions

Insurers may impose warranties and/or restrictive endorsements and where any of your policies are subject to a warranty, compliance is an absolute requirement at all times.

In addition to warranties (or in some instances, in place of) policies may contain "conditions precedent to liability". Failure to comply with a condition precedent may mean that the insurer will not be liable for any loss.

Please pay particular attention to any warranties and/or restrictive endorsements as failure to fully comply with any warranty/endorsement terms could suspend or invalidate the policy cover.

Similarly, policies also contain general conditions that apply to all policyholders; for example, 'Notification of Claims' and alteration in risk. You should familiarise yourself and comply with all conditions.

Full details of any warranties, terms, conditions and exclusions are contained within your policy wording and schedule. **For your protection, it is essential that you read your policies carefully to ensure you are familiar with all of the terms, warranties, conditions and exclusions.**

If at any time you are unable to comply with a warranty, condition precedent to liability, or any other policy terms, conditions, exclusions or insurers' requirements, please let us know immediately as the requirements imposed will continue to apply until insurers have accepted that you are compliant with policy terms and confirmed cover.

If you have any queries or questions regarding the policy term, conditions or exclusions please contact us immediately.

4. Administration Fees

Where we charge an administration fee in respect of the operational cost of setting up, administering or cancelling your policy, e.g. postage, stationery and licensing fees. The administration fee is not subject to Insurance Premium Tax and is separate to any other broker fee charged and/or commission earned for our services.

Activity	Annual premium under £4,500	Annual premium over £4,500	Annual premium over £20,000
New Business and Renewal administration fee	£50	£75	£0

5. Basis of our services

The services we provide are outlined in our **Terms of Business Agreement (TOBA)**. The detail of which is provided in Appendix 1 of this report. **Please read this carefully as we will provide our services in line with this.**

We act on an 'advised' basis which means that we will be making a personal recommendation of a specific insurance policy(ies) based on information you have given us around your particular requirements and circumstances. When acting on an 'advised' basis, we act as Agent of the Customer (that is to say, we represent the customer) in order to select appropriate cover(s) from different insurance markets.

6. Short Form Privacy Notice

We are the data controller of any personal data you provide to us. We collect and process personal data in order to offer and provide insurance services and policies and to process claims. Personal data is also used for business purposes such as fraud prevention and detection, financial management, to generate risk modelling, conduct analytics including to advise, improve and develop our products and services and to comply with our legal and regulatory obligations. This may involve sharing information with, and obtaining information from, our group companies and third parties such as (re)insurers, other brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us to monitor and improve the service we provide as well as for regulatory purposes.

Please see our Privacy Notice for further information on how your personal data is used, shared, disclosed and retained, your rights in relation to your personal data and how to contact our Data Protection Officer. Our Privacy Notice can be found at <https://www.ajg.com/uk/global-privacy-notice/>

From time to time we may make important updates to our Privacy Notice and these may in turn affect the way we use and handle your data. Please ensure you review our Privacy Notice periodically to ensure you are aware of any changes.



If you are entering into this agreement in the course of your business, or as a charity, for charitable purposes and providing information on other individuals to us, for example your employees and/or any other party that would be covered under the insurance policy we may be placing or services we may provide to you, you shall ensure that individuals whose personal data you are providing to us have been provided with fair processing notices that are sufficient in scope and purpose, and that you have obtained all appropriate consents, where required, or are otherwise authorised, to transfer the personal data to us and enable us to use the personal data and process the personal data for the purposes of this agreement and as set forth in our Privacy Notice. You must not share personal data with us that is not necessary for us to offer, provide or administer our services to you.

7. Fraud Awareness

To help prevent fraud - before requesting your bank details to provide you with a refund by phone, we will always validate with you information that we hold on file; information that only you would know. This information could include your address or specific policy details. Any refund we provide will only be for one of three reasons:

- 1) overpaid funds
- 2) a reduction in your cover
- 3) cancellation

Arthur J. Gallagher Insurance Brokers Limited will never request sensitive information, such as, passwords, usernames or a mother's maiden name.

If you receive a phone call and are unsure it is from us, you can always call us to verify we are who we say we are. Please call your usual contact, or call us on the telephone number shown within this document.

8. Employers Liability Insurance – What you need to know

Employers' Liability Insurance

Since 1st October 2008 Employers are allowed to display their employers' liability certificate in an electronic format, so long as it remains accessible by all employees.

Although the law no longer requires you to retain certificates, we strongly recommend that you continue to do so. We believe that it is in your own interest to retain copies. Where no records can be found, you will be responsible for payment of any claim, particularly in relation to so-called 'long-tail' industrial diseases such as deafness and asbestosis.

If your policy includes cover for Employers Liability, this is designed to cover the costs of compensation, and legal fees should a member of staff fall ill or be injured due to an employers' negligence. If you are instead looking for financial cover should you, or an employee, be injured in an accident at work, then you may benefit from a Personal Accident policy. Please contact us to discuss what is included within a Personal Accident policy and to obtain a quote for this cover.

9. Making a Claim



Step 1 Reporting a claim

- You will need to notify us as soon as possible after an incident, either by telephone on 02382 547123 or by email to communityclaims@ajg.com.
- Alternatively out of hours in an emergency, you may also contact your insurer direct. You will find your insurer's claims line number within your policy document, as well as highlighted within your renewal pack.
- Delay in notifying your insurer of an incident or a claim can potentially prejudice your/your insurer's position and can cause difficulty with acceptance of your claim, either in part or in full.
- In the event of injury and/or damage to another party or their property, it is important that no admission of liability is made, as this may also prejudice your/your insurer's position. Any third party claim or correspondence should be immediately passed to your insurers, unanswered.
- Appropriate steps should be taken to minimise any further loss or damage, where possible. Please ensure to retain itemised invoices for any emergency works completed and take photos of the damage where possible.
- When notifying a claim, it is important that you have the following key information available, which will help identify you and assist with data protection protocols, thereby reducing any potential delays in providing you with initial advice:
 - Policyholder's name
 - Policyholder's address and postcode
 - Policy number
- In order for us to give you the most accurate advice and guidance on the notification call, there are some key pieces of information that we will need to know:
 - What happened? When? Where?
 - What is the extent of the loss, damage, injury? Consider physical and financial/trading impacts.
 - What is the impact to you as the policyholder?
 - What is being done to help prevent further loss, damage or injury?
 - Who is the best person for insurers to liaise with, what is their relationship with the policyholder and what are their contact details?

It's understood that some of the information may only be indicative at the outset, but the more accurate the information provided, the more likely the advice given will meet your needs and also assist with the progress of your claim.

- Your insurer will advise of next steps, allocate a claims reference number and also provide detail as to who will be your contact throughout the claim.
- Where the services of other parties may be required, insurers will provide details as to who this will be and the services that they will provide.
- Examples include – loss adjuster on large or complex claims, Solicitors/Investigators on Liability issues or claims, Engineers/Approved Repairers on Motor claims insurers should also discuss and agree with you the best method and frequency of updates/next contact.

Step 2 Claims Handling & Investigation

- In order to evaluate and progress any claim, insurers more often than not will require additional supporting documentation from you.
- Insurers should clearly articulate what they require from you and the reasons why. Typically this will be estimates or invoices and anything that may help them evaluate your claim against the policy coverage that you have in place.
- Delays and/or omissions can in some circumstances lead to issues with acceptance of a claim in part or in full. It is therefore important that you reply to any requests and supply the information required at your earliest opportunity, in order to assist with progressing



your claim.

- Should you not understand or wish to query any request from your insurer or their agent, it is recommended that you call them at the earliest opportunity to discuss and seek clarity from them.
- Insurers will look to agree with you what the next steps may be relating to any repair, replacement, defence, or interim actions required.
- Interim payments can sometimes be agreed, particularly on large claims or where the claim creates cash-flow issues. Where appropriate you should ask insurers whether this is a possibility.

Step 3 Conclusion/Resolution of Claim

- Once insurers have received sufficient supporting documentation and assessed them against the policy coverage in place, we will advise you regarding what a resolution of your claim may look like.
- Payments to be made (in part or in full) should be clearly explained by insurers, including their calculation.
- If for any reason the claim will not be met (in part or in full), insurers should clearly explain the reason why and provide evidence, where appropriate.
- Excess – Any settlement agreed will be subject to the deduction of the applicable policy excess. This can be verified by referring to your policy documents.
- VAT – If the policyholder is VAT registered or able to recover VAT for the costs claimed under their insurance policy, in the majority of situations the policyholder will be responsible for the VAT element of any invoice relating to the claim. This can include the VAT element of suppliers appointed by the insurer, such as solicitors costs.

Exceptions - Assistance and Complaints

- Escalations and complaints regarding services provided by the insurer should, in the first instance, be directed to the appropriate insurers as soon as the issue arises or is identified.
- Each insurer will have a formal escalation and complaint protocol in place, the details of which will be contained within your policy wording, which should give you suitable guidance.
- If however you encounter any difficulties identifying the appropriate process and/or insurer contact details, you can contact our Claims Team on 02382 547123 or email communityclaims@ajg.com, to assist you with ensuring that your issue or complaint reaches the appropriate insurer contact.

Examples of where we may be able to assist include:

- If you are having difficulty making contact with your insurer.
- Your insurers are unable to trace your policy.
- You require additional clarification regarding the claims process.
- Your insurers are failing to provide you with the appropriate level of service.



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In line with our standard internal review processes, we have made some changes to our Terms of Business Agreement (TOBA), the document which governs the supply of our services to you, as a direct customer of one of the Gallagher entities.

Please find attached the updated version (the “New TOBA”) which replaces the previous TOBA.

Generally, the material changes we make to our TOBA, can apply for any of the following reasons:

- to meet changing regulatory and / or legal requirements;
- providing more clarity around the basis of our relationship with you;
- add to the information about our organisation that we provide to you; or
- improve how we conduct business.

The more important changes are highlighted as follows:

- The sections entitled “How Do We Maintain Your Privacy” and “Confidential Information” have been merged into one section now entitled “Confidentiality and Data Protection” in order to clarify the use and disclosure of Confidential Information and Personal Data that you provide us in connection with the TOBA and the scope of business covered by it as well as addressing cross border transfers of such data.
 - Under the ‘Data Protection’ sub-section, we have expanded the circumstances where Personal Data may be processed, to align with our Privacy Notice.
 - The sub-section entitled ‘Confidentiality’ now includes a clearer definition of Confidential Information.
- For some clients there is a change to the “Limitation of Liability” provision that limits the liability that Gallagher would incur in the event of an error or omission on our part that leads to a client loss. This is now limited to £10m as standard in TOBAs issued to our client population. This is in line with our insurance industry peers and other similar professional services sectors, who employ such provisions to ensure prudent risk management and actively manage enterprise risk.

Please notify your usual Gallagher contact as soon as possible if you have any queries about the changes contained within the New TOBA or if there is anything in it that you do not understand or accept, as otherwise, we shall proceed on the basis that we have your deemed consent to the terms of the New TOBA.

Please retain this document and your New TOBA which supersedes any other TOBA we have sent to you in the past.

Terms of Business Agreement

Arthur J. Gallagher Insurance Brokers Limited

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Scope and application

This agreement, together with any separate written agreement between you and Arthur J. Gallagher Insurance Brokers Limited ('AJGIBL'), sets out the terms on which we agree to act for you when we are instructed to provide services by you.

In this agreement 'we', 'us' and 'our' means AJGIBL. References to 'insurers' include insurers, underwriters, managing agents or, where applicable, reinsurers with whom we place business. As appropriate, references to 'insurance' or 'insured' include reinsurance and reinsured respectively. Additionally, any reference to 'policy' shall mean an insurance or reinsurance policy, as appropriate.

It is important that you read this agreement carefully as it contains details of our statutory and regulatory responsibilities and your contractual obligations, on which we intend to rely. If there is anything you do not understand in this agreement you should inform us otherwise we will assume you are providing your informed consent to this agreement.

We specifically draw your attention to the following sections:

- a) What do we do?
- b) How are we paid for our services?
- c) How do we handle your money?
- d) Your obligations
- e) Conflicts of interest
- f) Complaints
- g) Limitation of Liability

Where your business is operated through an incorporated company, trust, limited liability partnership or partnership, we are entitled to assume that the recipient of this agreement has obtained authorisation or is entitled to consent to these terms on your behalf.

If you are a company or other body corporate, unless otherwise expressly stated in any separate written agreement between you and AJGIBL, you agree to and accept the terms of this agreement on your own behalf and on behalf of each of your group companies (where those group companies are receiving the benefit of our services). You will ensure that each of your group companies will act on the basis that it is a party to and bound by the agreement. All references in this agreement to 'you' and 'your' mean you and each of your group companies.

If you have instructed another insurance broker to deal with us on your behalf, we will assume unless told otherwise that the broker has full authority to agree the terms of this agreement with us and to deal with us on your behalf as your agent in relation to all matters covered by this agreement.

This agreement replaces any terms of business agreement that we may have previously agreed with you. If you have a separate service level agreement in place with us then the terms of that agreement must be read together with this agreement. In the event of a conflict, the terms of your service level agreement will take precedence over this agreement.

We may change the terms of this agreement from time to time. This may be:

- a) to reflect changes in our services or in market practice
- b) to reflect legal or regulatory developments, or
- c) to improve the clarity of this agreement.

We will tell you if we have materially changed these terms for any of these reasons and, in any event we will inform you of such changes before your policy is due to renew.

This agreement replaces any terms of business agreement that we may have previously agreed with you. If you have a separate service level agreement in place with us then the terms of that agreement must be read together with this agreement. In the event of a conflict, the terms of your service level agreement will take precedence over this agreement.

We may change the terms of this agreement from time to time. This may be:

- d) to reflect changes in our services or in market practice
- e) to reflect legal or regulatory developments, or
- f) to improve the clarity of this agreement.

We will tell you if we have materially changed these terms for any of these reasons and, in any event we will inform you of such changes before your policy is due to renew.

We may also change the terms of this agreement for other reasons, but if we do, we will notify you in advance and you will have the right to terminate this agreement within 30 days of such notification.

Who are we?

AJGIBL is a company incorporated and registered in Scotland with company number SC108909 whose registered office is at Spectrum Building, 55 Blythswood Street, Glasgow, G2 7AT. You can find out more about us at www.ajg.com/uk/.

We are an insurance intermediary, risk management and consulting firm authorised and regulated by the Financial Conduct Authority ('FCA'). Our FCA firm reference number is 311786. We are permitted by the FCA to act as a general insurance intermediary, to arrange credit and collect payments. You can check these details by visiting the FCA's website (www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768 (+44 20 7066 1000 from overseas).

What do we do?

As an insurance intermediary, we usually act for you. We offer access to general insurance products and services provided by a wide range of UK and international insurers, including Lloyd's.

Our services include advising you on your insurance needs, arranging insurance policies with insurers in order to meet those needs, provide associated risk management services and any other insurance related services. We will also help you to make changes to your insurance policy if required and will remind you when your policy is due for renewal as appropriate. Unless your policy states otherwise, or we agree, we will provide you with assistance in submitting a claim and with obtaining reimbursement from insurers.

In certain circumstances, we may act for your insurer, for example, where we have delegated underwriting authority and/or claims settlement authority, or where we have entered into a managing general agency agreement with one or more insurers. In cases where we are acting on behalf of the insurer, we will be acting as their agent. Please see the section headed Conflicts of interest for more information about how we manage these arrangements.

We cannot arrange insurance for you until we have received complete instructions from you. Your insurance cover is not in place until we have confirmed it to you in writing or we have issued evidence of cover. Where we receive your instruction or a firm order after normal office hours, placement of your insurance will be subject to further confirmation by us as soon as reasonably possible the following business day.

We do not offer advice in relation to tax, accounting, regulatory or legal matters (including sanctions) and you should take separate advice as you consider necessary regarding such matters.

Additionally, when we are appointed to service insurance policies other than at their inception or renewal and which were originally arranged via another party, we shall not be liable during the current insurance period for any loss arising from any errors or omissions or gaps in your insurance cover or advice not supplied by us. Should you have any concerns in respect of a policy, which has been transferred to us, or if you require an immediate review of your insurance arrangements, you must notify us immediately. Otherwise we shall review your insurance arrangements and advise accordingly as each policy falls due for renewal.

Which insurers do we use?

In finding an insurance solution that meets your demands and needs, we may either conduct a market analysis of potential insurers, or we may only consider a specific product from a single insurer, or products from a panel of insurers. In certain circumstances we may act for the insurers, or use services of other of our group companies - please see the "Conflicts of Interest" section.

We use publicly available information, including information produced by credit rating agencies, to identify insurers with whom we will consider placing your business. We do not guarantee the financial status of any insurer. You may require us to use an insurer that we would not ordinarily recommend due to their credit rating. In the event of an insurer experiencing financial difficulties, you may still have a liability to pay any outstanding premium and we are not responsible for any shortfall in amounts due to you in respect of any claims.

We are available to discuss with you any concerns you have with the insurer you have chosen for your insurance policy(ies).

How are we paid for our services?

Payment in respect a service that we provide to you in respect of any single contract of insurance may be made up of one or more of the following:

a fee paid by you; details of this, or the basis of calculation, will be declared to you in advance of this being incurred; brokerage/commission, which is a percentage of the total annual insurance premium paid by you and given to us by the insurers with whom we place your business; and administration charges, in addition to any insurance premiums, for administration of your policy, including amending and cancelling any policy: these apply on most placements (even where a) and / or b) apply), and details of these charges, will be provided to you in advance of them being incurred.

Please note that where we have not agreed a fee (a) payable by you in respect of any contract of insurance, our remuneration will be by way of commission (b). There may be instances where we have agreed a fee (a) with you, and for subsequent, additional policies, we also earn a commission.

If we charge you a fee (a) in relation to any contract of insurance, and either also receive commission payments in respect of that contract of insurance, or will do so in relation to any subsequent contracts, then we will inform you of that fact prior to the fee being incurred.

Please note that for commission (b), we do not intend to earn commission from the taxation element of any insurance premium tax.

We may receive additional payments such as a profit share or profit commission from insurers, for instance, from insurers payable under a delegated underwriting authority or other facility or individual contract in recognition of overall profitability.

We may also earn income from insurers or other sources in other ways. For example, we may receive income from insurers for ancillary services provided solely on their behalf.

Upon request, we will be pleased to provide details of any income we are due or have received as a result of placing your business. Unless we specifically agree otherwise, brokerage/commission and fees are earned when we arrange an insurance policy for you, or in the case of any other service when we commence providing that service to you.

However in respect of any payment made to us this will only be recognised as payment for the service when we have reconciled your payment. We will be entitled to retain all fees and brokerage in respect of the full period of contract(s) of insurance arranged by us including in circumstances where your policy has been terminated and your insurers have returned pro-rated net premium. Consistent with long established market practice, we will deduct our brokerage and other commissions from the premium once received.

If you decide to terminate our appointment in relation to policies we have placed on your behalf and where, (i) the policy or policies have not expired, and (ii) premium is due on the policy or those policies, we are entitled to any brokerage/commission originally due on the policy or policies and you will ensure the broker subsequently appointed to administrate the policy or policies agrees and accepts to collect the brokerage/commission and remit to us in good time.

Confidentiality and Data Protection

Confidentiality

During the course of this agreement or during discussions between the parties regarding potential services under this agreement (such as a request for proposal), each party may be provided with or given access to Confidential Information from or on behalf of the other party and each party agrees to treat such information as confidential and will not disclose it to any third party, except as stated in this agreement.

Confidential Information means all data received from or on behalf of the other party that is non-public, confidential or proprietary in nature, including, without limitation, non-personal, commercial data. Confidential Information does not include (i) Personal Data (as defined below); or (ii) information that (a) was previously known to a party without an obligation not to disclose such information, (b) was independently developed by or for the party, (c) was acquired from a third party without an obligation not to disclose such information, or (d) is or becomes publicly available through no breach of this agreement.

Data Protection

Each party agrees to comply with its respective obligations under applicable data protection laws with respect to Personal Data processed under this agreement. Personal Data means any information relating to an identified or identifiable natural person and for the avoidance of doubt does not include aggregate and anonymous data. Each party shall implement appropriate measures to maintain the availability, integrity, confidentiality and security of Personal Data processed under this agreement to protect it from unauthorized or illegal access, destruction, use, modification or disclosure.

We are the data controller of any Personal Data you provide to us or that we receive in connection with this agreement. Please review our Privacy Notice for details on how we collect, use, share, secure and retain data, and the rights an individual has in relation to Personal Data. Our Privacy Notice can be found at <https://www.ajg.com/uk/privacy-policy/>. From time to time we will update our Privacy Notice, which may impact the ways in which we handle data. Please review our Privacy Notice periodically to ensure you are aware of any changes.

If you will be providing us with Personal Data of other individuals in connection with this agreement (such as your employees), you shall ensure that those individuals have received appropriate data privacy notices and that you have obtained all required consents to enable you to process and transfer the Personal Data as described in this agreement. You will only share Personal Data with us that is necessary for us to provide the services, reliable for its intended use, and accurate, complete and current. You agree to notify us if you become aware that the information is inaccurate, incomplete or out-of-date. You will also provide us with reasonable assistance, upon request, in dealing with any requests, inquiries or complaints that we receive from individuals and/or local data protection regulators in relation to any Personal Data processed under this agreement.

Use and Disclosure of Confidential Information and Personal Data

You agree and acknowledge, respectively, that we may use Confidential Information and Personal Data provided to us:

- (i) to provide the services and fulfil our obligations under the agreement in accordance with applicable laws, regulations and our Privacy Notice;
- (ii) to share such information with (re)insurers, other brokers, surveyors, loss adjusters, loss assessors, third party claims administrators, service providers, premium finance providers and other similar third parties either to the extent necessary to provide our services to you or in accordance with normal (re)insurance broking practices;
- (iii) to conduct data analytics, surveys, benchmarking and risk modelling to understand risk exposures and experience, for purposes of creating industry or sector-wide reports to share with our group companies and third parties provided reports shared with third parties will only be on an aggregate, anonymised or de-identified basis, unless we have obtained your consent;
- (iv) to improve and develop systems and algorithms for purposes of delivering services to you and other clients, conducting data analytics, developing sales and marketing strategies and otherwise improving our services and products; and
- (v) to collect and use your risk, loss, reserve and claims data in the creation, marketing and commercial use of loss databases, analytical or statistical reports, models and tools, (re)insurance and capital markets products, any of which may be used in the services provided to you or third parties, except any services provided to third parties would only include aggregate, anonymised or de-identified data.

Without limitation to any other provisions contained herein, either party may disclose Confidential Information and Personal Data that it has received from the other or been given access to under this agreement:

- (i) to its group companies, professional advisors, actuaries, auditors, insurers, sub-contractors, (sub) processors and other similar third parties to the extent necessary to perform a party's rights or obligations under this agreement or to ensure the effective management, administration, and operation of its businesses, provided such persons are under a duty of confidentiality;
- (ii) to the extent required by law or regulations, where requested or required to do so by a court of competent jurisdiction, tribunal, arbitration body, law enforcement, administrative agency or regulator, or to exercise or defend its rights in a legal dispute related to this agreement; and
- (iii) for fraud detection and financial management and prevention (including but not limited to disclosure to credit reference agencies or fraud prevention agencies).

In order for us to operate as a global business and provide the services described above, we may transfer Confidential Information and Personal Data as contemplated herein across borders.

Any such transfers will comply with applicable law and be subject to suitable safeguards to ensure an adequate level of protection, including, where required, the use of standard contractual clauses approved by the local data protection regulator, that require each party to ensure that the Personal Data receives an adequate and consistent level of protection.

How do we handle your money?

In our role as an intermediary between you and your insurers we may hold money:

- paid by you to be passed on to insurers
- paid to us by your insurers, to be passed on to you
- paid by you to us for our services, but which we have not yet reconciled.

For your protection, the way that we handle your money is designed to protect your interests in the event of our financial failure.

We may take payment from you when your policy next renews using payment card information you have shared with us and which we will retain. If we intend to do this, we will confirm this to you in your renewal invitation prior to your next policy renewal. You may opt-out of automatic renewal at any time by contacting us.

Insurer Money (money we hold as agent of an insurer):

Where we have an agreement with your insurer to hold money as their agent, any premiums you pay to us are treated as having been received by the insurer as soon as they are received by us. Claims payments and/or premium refunds are treated as received by you when they are actually paid to you.

Where we receive monies as agent of your insurer, we can only deal with that money in accordance with the instructions of the insurer. This means that, for example, if you want us to return such monies to you, we can only do so with the agreement of the insurer.

Client Money (money we hold as your agent):

Where we do not have an agreement with your insurer to hold money as their agent, we will hold premiums you pay to us as your agent. Money we receive from your insurer which is payable to you will be your property whilst we hold it.

We may also hold money as your agent where you have paid this to us in respect of our fee for a service, until such time as we have reconciled the payment against the relevant service. Money we hold as your agent is referred to as 'Client Money'.

FCA rules require us to keep Client Money separate from our own money. We hold Client Money with an approved bank, segregated in a client account subject to a Non-Statutory Trust ('NST'). The aim of the NST is to protect you in the event of our financial failure. If such an account is held outside the United Kingdom, it may be subject to different laws and regulations, which may mean that the Client Money held in that account is not protected to the same extent as it would be if it were held in the United Kingdom, or at all. Please tell us if you do not wish us to hold any money for you in a particular jurisdiction.

We may use Client Money held in the NST on behalf of one client ('Client A') to pay another client's premium ('Client B') before we receive such premium from Client B. We may also make claims payments/ premium refunds to other clients before monies are received from the insurer.

Although there may be occasions when we do this, it is not our policy to routinely cross-fund in this way. For the avoidance of doubt, we may not use Client Money to pay ourselves commissions before we receive the relevant premium from you.

We may invest Client Money held in the NST in accordance with FCA rules relating to Client Money. If we do invest money in this way, we will be responsible for meeting any shortfall in the value of the investments at the time of their realisation. Any interest or profits earned on Client Money held by us will be retained by us for our own use, rather than paid to you.

Holding both insurer and Client Money

We may hold both insurer and Client Money together in the NST. When this happens, your interests as our client will continue to be protected.

Payment to third parties:

We may transfer Client Money to another person, such as another broker or settlement agent, for the purpose of carrying out a transaction on your behalf through that person. This may include brokers and settlement agents outside the UK. The legal and regulatory regime applying to a broker or settlement agent outside the UK may be different from that of the UK. This means that, in the event of a failure of the broker or settlement agent, this money may be treated in a different manner from that which would apply if the money were held by a broker or settlement agent in the UK. You may notify us if you do not wish us to pass your money to a person in a particular jurisdiction.

We may also transfer Client Money to a professional services firm such as a loss adjuster, surveyor or valuer unless you instruct us otherwise.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme ('FSCS'). You may be entitled to compensation from the FSCS if we cannot meet our financial obligations to you. This depends on the type of insurance contract that we have arranged for you, certain eligibility criteria and the circumstances of the claim.

Further details regarding the FSCS are available online at www.fscs.org.uk or by calling 0800 678 1100 (+44 20 7741 4100 from overseas).

Separately, your insurer and/or you may be covered by a different compensation scheme.

Your obligations

You will not instruct us to provide services which would cause us, nor use our services in any way, to violate applicable laws including without limitation bribery, anti-corruption, money laundering sanctions, or data protection laws.

You are required to make a fair presentation of the risk to an insurer which discloses every material circumstance which you know or ought to know relating to the risk to be insured. This includes information known by your senior management and those responsible for arranging your insurance as well as information which would reasonably have been revealed by a reasonable search of information available to you.

A circumstance is material if it would influence the judgment of a prudent insurer in determining whether to provide insurance for the risk and, if so, on what terms. Disclosure must be reasonably clear and accessible to a prudent insurer. Material representations of fact must be substantially correct and material representations of expectation/belief must be made in good faith. Failure to comply

questionnaire that covers the particular point. If you are in any doubt as to whether information is material, you should disclose it.

Anti-bribery, corruption and financial crime

You agree that you will ensure that at all times you comply with all laws, statutes and regulations that apply to you relating to anti-bribery and corruption, including the UK Bribery Act 2010 and (if it applies to you or any of your group companies) the US Foreign and Corrupt Practices Act 1977. Accordingly, if you accept gifts or hospitality offered to you by us or any of our group of companies, we will deem the acceptance to be in accordance with any gifts & hospitality policy/ies you may have.

Please be aware that we are required to obtain adequate 'Know Your Client' information about you. In order to prevent bribery, corruption, fraud or other financial crime, we may take further steps, including notification to the relevant authorities, carrying out status and credit checks using credit reference agencies, and other screening background checking as appropriate.

Policies may include clauses on financial and trade sanctions, anti-money laundering and export controls, ('Sanctions'). How you comply with Sanctions is specific to your business: you should take legal advice where necessary and pay special attention to relevant policy clauses.

To comply with financial crime or Sanctions requirements, we may be prohibited from providing broking or risk consulting services, including placement and claims handling services; may be required to take actions such as freezing the funds in which parties subject to Sanctions have an interest; or may make regulatory notifications or licence applications as required or appropriate in accordance with Sanctions. Your insurers and other third parties we deal with, such as financial institutions, may also apply their own policies or restrictions.

You acknowledge and agree that we reserve the right to take steps to comply with financial crime or Sanctions (and we will not be liable to you for this or for similar steps taken by third parties).

You should advise us of all of the countries connected to the (re)insurance you require. We reserve the right not to perform obligations under this agreement to the extent that this would be contrary to our commercial risk appetite or where performance would be impracticable including because of bank policies restricting the processing of premiums, claims funds or fees related to such countries or related parties.

Please be aware that we are generally restricted from providing broking, claims handling or other services that relate to Cuba and Iran- including because of significant difficulties in processing payments and other commercial and reputational considerations.

Your premium payment obligations

Insurers require you to pay premium at or before the start date of each policy, or as otherwise specified under the policy terms. You must pay all monies due in cleared funds in accordance with the amounts and on or before the dates specified in our invoice(s). If you do not make payment within that period, insurers may cancel your policy and may also require that you pay a premium in relation to the time that you have been on risk. It is therefore very important that you meet all payment dates.

Where you have instructed us to obtain insurance on your behalf, to the extent that we are required to meet your premium payment obligations, we reserve the right to recover those monies from you.

Use of Premium Finance Companies:

You may be able to pay premium payments by instalments through a credit scheme operated by a third party premium finance company

with the duty of fair presentation could mean that your policy of insurance is void or that insurers are not liable to pay all or part of your claim(s).

The above duty of disclosure is the applicable duty under the laws of England, Wales, Scotland and Northern Ireland. You may have different obligations if your policy of insurance is subject to a different law. As a minimum, we expect you to disclose your information in accordance with the duty set out above.

For certain types of insurance covers you may be required to complete and sign a proposal form or questionnaire. Take care to ensure that the information you provide is complete and accurate. Note that if you are aware of anything that you feel may be material to the proposed policy of insurance you should disclose it, even if there does not appear to be a question on the proposal form or

Please note that we do not recommend any particular credit provider. If you wish to pay premium by instalments, we are able to introduce you to credit providers (which may include a third party premium finance company or an insurer). There may be other credit providers (including insurers) able to offer better credit terms than those that made available to you by a party we have introduced you to.

Where you decide to enter into a credit scheme for the payment of premium, you will receive separate terms and conditions from the relevant premium finance company or insurer which will govern that arrangement. You agree that, in accordance with the terms of any such credit scheme or otherwise, we may instruct your insurer to cancel your policy if you are in default under the credit scheme and that any return premium or other payment due from the insurer may be applied to discharge your liability or liability we have assumed on your behalf under the credit scheme without further reference to you.

Your policy documents

You will receive written terms and conditions of any insurance policy we arrange for you. Please check these documents and advise us as soon as reasonably practicable if the terms of the cover arranged are not in accordance with your requirements. Please pay special attention to the claims notification provisions and to any warranties and conditions (including as to the payment of premium) as any failure to comply with these terms may invalidate your cover.

The documents relating to your insurance will confirm the basis of the cover from the relevant insurer(s) and provide their details and if applicable, the insurer's agent. It is therefore important that you keep all of your policy documents in a safe place. It is our current practice to retain client information for at least six years or such other period required under relevant law or regulations.

Making a claim

Your insurance policy will usually require you to notify all claims and/or circumstances that may give rise to a claim as soon as possible. If you are unsure whether a matter needs to be notified please contact us and we will endeavor to assist you.

Where we have agreed to handle claims on your behalf, we will do so fairly and promptly. If we receive claims payments for you, we will remit them to you as soon as reasonably practicable after receipt.

As part of paying your claim, your insurer may require us to deduct the value of sums due (such as premiums or instalments under a credit scheme) before sending the balance of any claims payment to you.

We reserve the right to charge an additional or separate fee

or insurer. Please note that we can only pay premium to insurers on your behalf once we have cleared funds from you or the premium finance company.

We may act as agent of an insurer under a delegated underwriting authority and/or delegated claims settlement authority. In these instances, where we act as your agent for your insurance needs we will always act in your best interests when arranging your policy.

As part of paying your claim, your insurer may require us to deduct the value of sums due (such as premiums or instalments under a credit scheme) before sending the balance of any claims payment to you.

We follow our own conflict management policies and procedures (for example, using information barriers). These are designed to prevent any conflicts of interest adversely affecting or compromising your interests. However, in some cases, where we cannot be reasonably confident that we can prevent the risk of damage to your interests, we will discuss this with you. If you have any concerns in relation to conflicts of interests, please contact us.

Complaints

We value our relationship with you and we welcome feedback on the service you receive from us. Please tell us if you are dissatisfied with part of our service so that we can improve our products or services. Our aim is that you should benefit from a high quality service using our experience and breadth of insurance broking expertise. We always try to provide a high standard of service but if you ever have cause to complain, please do so by contacting your usual AJG representative by whatever means is convenient to you.

If you wish to deal with someone wholly independent of the branch or division that has been servicing your business, please contact:

Address: Complaints Management Team
Spectrum Building 55 Blythswood Street Glasgow
G2 7AT
Email: commercialcomplaintsuk@ajg.com

We will acknowledge written complaints promptly. Our complaints procedure is available on request.

If you feel that we have not been able to resolve the matter to your satisfaction, after this process you may have the right (subject to eligibility) to refer your complaint to the Financial Ombudsman Service; this address is:

The Financial Ombudsman Service Exchange Tower
London E14 9SR

Telephone: 0800 0234 567 (from landline)
Telephone: 0300 123 9 123 (from mobile)

Email: complaint.info@financial-ombudsman.org.uk

Website: <http://www.financial-ombudsman.org.uk>

Whether or not you make a complaint to us and/or refer your complaint to the Financial Ombudsman Service, your right to take legal action will not be affected.

Other territories

Other territories may also offer complaints and dispute resolution arrangements that we are required to follow where we are held to be doing business there.

Right of set-off

(based on the nature of the work and duration and agreed with you in advance) to negotiate a large or complex claim on your behalf.

Conflicts of interest

Circumstances may arise where we have a conflict of interest between us (including our managers, employees or agents) or another of our group companies and you, or between you and another of our clients. We always aim to treat you fairly and avoid conflicts of interest. We never deliberately put ourselves in a position where our interests, or our duty to another party, prevent us from discharging our duty to you.

We may arrange insurance for you through another company in the Arthur J. Gallagher group which acts on behalf of one or more insurers. An example may include a placement with a separate underwriting team within Arthur J. Gallagher Insurance Brokers Limited, Pen Underwriting Limited or Arthur J. Gallagher UK Limited.

In arranging an insurance solution that meets your demands and needs, we will ensure that our duty to you does not conflict with the duties that an Arthur J. Gallagher group company owes to the insurers that it represents.

Intellectual property rights

We (or our licensors) will retain all ownership, title, copyright and other intellectual property rights in all materials developed, designed or created by us before or during the provision of services to you including systems, methodologies, software, know-how and working papers. We will also retain all ownership, title, copyright and other intellectual property rights in all reports, written advice or other materials provided by us to you. We grant you a royalty - free licence to use those materials, but only for the purposes for which they were created under this agreement and only for as long as this agreement remains in force.

Termination

Without prejudice to any rights that have accrued under this agreement or any other rights or remedies, either party may terminate the services contemplated under this agreement by giving not less than 30 days' notice in writing to the other.

If our appointment as your broker is terminated or not renewed, we reserve the right to charge an additional or separate fee, agreed with you in advance, for any ongoing services performed from the date on which our appointment terminates. The terms of this agreement will continue to apply in relation to those ongoing services.

Notwithstanding anything else contained in this agreement, we are not required to act for you, or to continue to act for you, if we reasonably consider that to do so would put us in breach of, or would expose us or our affiliates to fines, penalties or sanctions under, any laws, regulations or professional rules. In such circumstances, we will be entitled to terminate our existing relationship with you with immediate effect and will not be responsible or liable to you for any direct or indirect loss which you or any other party may suffer as a result.

Cancellation of your policy

Your insurance contract may include a cancellation clause. For more details, please refer to your insurer's policy documents. If you wish to cancel a policy please let us know. If your policy is cancelled, the insurer will determine any return premium in relation to policies placed by us.

Please see the section above 'How are we paid for our services?' in relation to our rights to payment of brokerage/commission and

If you are a business, we may at any time, without notice to you, set off any liability of yours to us against any liability of us to you, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this agreement.

If the liabilities to be set off are expressed in different currencies, we may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by us of our rights under this clause will not limit or affect any other rights or remedies available to us under this agreement or otherwise..

Third party rights

A person who is not party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term contained in this agreement.

Circumstances outside of the parties' control

Neither party will be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. In that event, the affected party will notify the other as soon as reasonably practicable

Unexpected acts or events

Neither party will be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. In that event, the affected party will notify the other as soon as reasonably practicable.

Transfer of this agreement

Neither party can transfer their rights nor obligations under this agreement in whole or in part to anyone else, except that:

- a) we may transfer all or some of our rights and/or obligations to one or more other members of the Arthur J Gallagher group of companies; and

either party may transfer all or some of our rights and/or obligations to someone else with the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

Governing law and jurisdiction

The law of England and Wales will apply to this agreement

The parties irrevocably agree that the courts of England and Wales will have the necessary jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter.

fees in the event of policy termination.

Currency conversion

We may have to convert funds to another currency in order to settle amounts due to insurers. If a repayment of funds is due to you or is requested by you after the currency is converted, then any such payment will be made in the currency to which the funds have been converted. Any shortfall arising from exchange differences remains your liability. If you pay a premium in a different currency or to a bank account in a different currency from that requested, we may, at our discretion, either return the funds to you or convert the money to the required currency. In the latter case, the converted funds will be applied against the amount due with any shortfall arising from exchange differences remaining your liability.

Severability

The invalidity, illegality or unenforceability of any of the provisions of this agreement will not affect the validity, legality or enforceability of the remaining provisions in this agreement.

Notices

If notice is given to us under or in connection with this agreement, except as expressly provided in this agreement, it must be in writing and sent to our registered address. We are entitled to give you a notice under or in connection with this agreement at your registered address (if a company or limited liability partnership) or at your last known address (in any other case).

Ms Sarah Vergette

Horsford Parish Council

3 Rosebery Road
Great Plumstead
Norwich
Norfolk
NR13 5EA

20 April 2026

Quote Reference: LC1U9-EPQ3-V8Y6

Dear Ms Vergette,

LOCAL COUNCIL INSURANCE QUOTATION

We have pleasure in enclosing your quotation and terms for your Local Councils Insurance policy, together with a Schedule of Insurance and Statement of Fact. It is important that you review all the documentation, ensuring the information is correct and cover meets your requirements. If any of the information is incorrect, or you would like to make a change to your cover level(s) please contact our team.

Policy Type:	Local Councils
Insurer:	Ecclesiastical Insurance Office plc
Inception Date:	01 June 2026
Premium:	£3,099.84 including Insurance Premium Tax (IPT) at the current rate
Arrangement Fee:	£55.00 non-refundable in the event of cancellation
TOTAL PREMIUM	£3,154.84

Please note the premium quoted is based on the information you have provided, should any information change or be incorrect the premium may be subject to change.

IMPORTANT DOCUMENTS: Please read the following documents carefully.

- **Quotation Schedule:** This is an outline of the cover provided under the policy including cover levels, and relevant sums insured, excesses and exclusions.
- **Statement of Fact:** This is an outline of the information you have provided to Clear Councils and the insurer.
- **Summary of Cover:** This is an outline of the information you have provided to Clear Councils and the insurer.
- **Policy Wording:** This sets out the cover provided and the terms, conditions and exclusions which apply.
- **Your Risk Presentation Details:** This is a copy of the risk questions we have asked and the answers you have provided.
- **Clear Councils Cyber Policy Information:** A summary of an additional Cyber Insurance policy Clear Councils can arrange for you.
- **Terms of Business:** Clear Insurance Management Ltd.'s Terms and Conditions, which explain how we will manage your policy.
- **Premium Finance Information:** This provides important information regarding Premium Finance arrangements with Premium Credit Limited (PCL).

Quotation details for any other insurance policies arranged through Clear Insurance Management (CIM) alongside your Local Councils Insurance will be issued under a separate communication.

Is This Policy Suitable for You?

This policy is designed for Local Town and Parish Councils domiciled in the UK who require insurance cover:

- as an employer against damages and legal costs made against them by employees for injury or disease arising out of their employment
- for claims made against them by third parties for injury, disease or damage to property during the policy term
- for claims made against them by third parties for injury, disease or damage to property caused by or in connection with products sold during the policy term.
- require cover against theft of the council's own money, securities or property by an employee, partner, contractor or volunteer.
- require cover for money which is lost or stolen.
- requires cover against the cost of compensation claims made against your business's directors and key managers (officers) for alleged wrongful acts.
- Requires cover against libel and slander for certain events.

- require assistance with legal expenses incurred for certain events. (This element of cover is optional and can be removed if not required.)

Our understanding of your insurance requirements in relation to the renewal is based upon the information that you have provided to us.

We have established your needs as detailed on the enclosed **Local Councils Insurance Quotation Schedule and Statement of Fact**. Please check the statements and answers that are shown on these documents and let us know if anything is incorrect, as any inaccuracies or omissions may invalidate your cover. Should any alterations be required then please contact our Local Councils Team on 0330 013 0036.

It is important that you check the levels of cover and sums insured noted on the enclosed documents are correct and reflective of current valuations, and that you are not under insured.

What is Underinsurance?

This refers to inadequate insurance coverage which could leave you unable to claim for your full loss, and making you susceptible to the average rule, reducing your claim further. We recommend you obtain professional valuations for the reinstatement of your Buildings, every three years, to ensure your sum insured is set at the right level, avoiding the potentially damaging effects of underinsurance.

Index Linking

Certain Sums Insured on this policy are Index Linked, which means they will be adjusted annually according to recognised UK price indices. These indices measure the effect of inflation on such things as the price of raw materials and goods and the cost of labour. Each year, the relevant sums insured are automatically uplifted by your insurers. The revised values will be shown on your policy schedule at each renewal and the appropriate revised proportional premiums are charged accordingly. If your policy is subject to a Long-Term Agreement (see below), index linking will continue to be applied annually, and your premiums will therefore fluctuate proportionally, according to the revised values noted in your renewal invitation schedules. These rates fluctuate monthly, according to the most recent recommendations from the selected indices. Typically, different index linked rates may be applied to Buildings, Contents, Machinery, Plant and Equipment. These annual fluctuations are designed to help your sums insured to keep pace with the effects of inflation, however, you remain responsible for ensuring that your declared values and sums insured represent the correct replacement and/or reinstatement values of the items insured, at all times. Further information and explanation on this subject is available on request from Clear Councils.

Market Selection

We have approached a Single Insurer. You should also be aware that in sourcing and placing business with Ecclesiastical Insurance Office plc that we have acted as agent of the insurer. We act as your agent in the event of a claim

Significant Endorsements, Exclusions, Limitations, Warranties and Subjectivities

Please refer to the enclosed Policy Schedule, Policy Summary and Policy Wording which outline all conditions and exclusions applicable to your policy.

Additional endorsements applied to your policy are listed below:

- [CCLC090426] - Maintenance of Playgrounds Condition
- [CCLI01] - Skateboard/BMX Parks
- [CCPD01] - Amendment to Contents definition
- [CCPD02] - Tenant's improvements definition

Full details of these endorsements can be found on the enclosed Policy Schedule. It is important that you read and understand these endorsements, exclusions, limitations and other conditions and warranties. Please contact the Clear Councils Team if you require any further explanation or assistance.

Failure to adhere to any significant endorsements, exclusions, limitations and other conditions and warranties can invalidate your policy, compromise your cover and result in claims not being paid. It is therefore vital that you are clear on your responsibilities. Please refer to the enclosed Policy Schedule and Policy Wording documents for further information.

The **Policy Wording** will include conditions that you must meet so cover applies if a claim is made. The insurer can refuse to pay out if all the policy's conditions are not met.

The policy may also include warranties. A **warranty** is a condition you must comply with precisely; if a warranty is not fulfilled, the insurer can suspend cover or cancel it.

Your insurer can refuse to pay out if you don't meet all its conditions. The proposal from the insurer can contain conditions called subjectivities. A **subjectivity** is something the insurer will want you to carry out within a standard timescale. For example, you could be asked to fill in a proposal form, provide details of your claims history, or undertake risk improvement measures.

Excesses

All excesses are detailed in your Policy Schedule, please ensure you familiarise yourself with these.

Failure to adhere to any significant endorsements, exclusions, limitations and other conditions and warranties can invalidate your policy, compromise your cover and result in claims not being paid. It is therefore vital that you are clear on your responsibilities. Please refer to

the enclosed Policy Schedule and Policy Wording documents for further information.

The insurer may also add an excess or exclusions. An **excess** is the amount paid, or the insurer holds back in the event of a claim (excess details are noted below). An **exclusion** is a clause in the policy that states which risks the insurance won't cover.

Important Information

Please refer to the enclosed **Important Information & Notices** document.

This policy is renewable.

Duty of Fair Presentation

It is your responsibility to provide a fair presentation of the insurance risk by carrying out a reasonable search for information, including obtaining information from senior managers or other parties within your organisation or anybody who your business outsources any tasks to.

You must disclose every material circumstance which you know or ought to know or failing that disclose sufficient information to put your insurer on notice that it needs to make further enquiries. You must ensure that any information you provide is correct to the best of your knowledge and representations that you make in expectation or belief must be made in good faith.

To ensure that your business is adequately covered, you have an ongoing responsibility to share all material circumstances about your business are accurate and in good faith. Details about your business, its activities and how it is managed must be reported to your insurers. This means you must disclose:

- All known material circumstances which may influence your insurer's assessment of the risk, for example:
 - Changes to your address, premises, or security
 - Contractual obligations to customers and suppliers
 - Changes to processes or your customer base
 - New products and services
 - Importing/Exporting to or from foreign markets
 - Opening offices or employing staff overseas
 - Past Convictions, County Court Judgements, Bankruptcies, or company/ individual voluntary arrangements
 - Been the subject of recovery action by HM revenue and customs
 - Been prosecuted, served prohibition, or served an important order or notice under health and safety legislation or environmental protection legislation
 - Been disqualified from being a company director
- The knowledge of your senior management team, as well as directors, middle management and staff who may have knowledge of information material to the nature of your business now or any changes which might affect the profile of your risk in the future.
- You are obliged to undertake a reasonable search of any information relating to your business held by external parties employed to advise the business, such as consultants, managing agents, accountants, solicitors, or risk managers.

Remuneration

We will charge a policy administration fee in respect of this policy (details of which can be found in the 'Premium Breakdown' section of this Information Pack). In addition, the insurer will pay us commission, which is a percentage of the total premium you pay.

For this policy, we undertake additional work on behalf of the insurer for which we receive additional income paid by the insurer.

If you make any changes to your policy after the inception or renewal date, we will charge a £25.00 Administration Fee in addition to any premium decrease/increase applied by your insurer.

Cancellation Rights

You have the right to cancel this insurance after the inception or renewal date, as described in the Insurance Product Information Document (IPID) or in your Policy Wording.

Claims

Insurers require you to notify details of claims or circumstances that may give rise to a claim against you. This Condition sets out the insurer's requirements for notifying claims and the procedures to be adopted and complied with. For example, you must not admit liability or prejudice the insurer's position and if you do, insurers could repudiate claims.

Additional Benefits

Local Council Awards Scheme (LCAS)

If you hold a Foundation, Quality or Gold Quality Award, you are entitled to a premium discount, in addition to any discounts already applied to this quotation. Simply contact the Local Councils Insurance Team on the contact number noted below, confirming your LCAS status, for us to provide an amended quotation.

Secure Your Council Insurance Renewal for 3 Years and Reduce your Premium

You have the option to reduce your premium for the next three years, by agreeing to a Fixed Rate Agreement (FRA) with Ecclesiastical Insurance Office plc, subject to meeting the terms and conditions of the agreement (enclosed). Doing so gives you the benefit of ensuring that your policy will renew based on the same underlying rates as those used for the first year's quotation and is relevant to your Property, Business Interruption and Money sections of cover only. Please be aware that premiums are adjusted proportionally, according to any revised sums insured you declare to us, for example, during the policy period, or in advance of a renewal. Premiums are also adjusted proportionally, according to fluctuations in the value of annual index linking applied at each renewal by your insurers (as explained above). Your insurers reserve the right to adjust the underlying rates and terms, where there have been claims made during the period preceding a renewal, as detailed in the agreement. Any changes to the rate of Insurance Premium Tax, in accordance with HMRC instructions, will also apply at each renewal. Should you choose to enter the Fixed Rate Agreement, you are making a commitment to maintain this insurance policy until the point of renewal in three years' time. This FRA relates solely to the abovementioned sections of this product and cannot be transferred to another policy or insurer. **Please contact the Clear Councils Insurance Team for a reduced premium option.**

Other Insurance Products

Clear Cyber for Councils

Working with Talbot Underwriting Ltd we can arrange additional cover which will help you in the event of a cyber-attack, and any liabilities that arise due to a breach of privacy legislation (GDPR).

The policy provides:

- Limit of Indemnity: £250,000
- E-Theft Extension (Social Engineering/Funds Transfer): £25,000
- 10 free device licences for award-winning endpoint protection **AVAST Antivirus Pro Plus** and cloud data backups (RRP £400 per annum) which satisfies policy conditions.

The policy also offers a range of benefits which are exclusive to the Clear Cyber for Councils policy, including:

- Free EOS Data Breach alert and monitoring service
- Small councils can work in partnership and have a joint policy with up to 3 other councils, enabling you to split the cost and share the 10 free AVAST Antivirus Pro Plus device licences
- Free 1 hour Cyber/GDPR consultation with a Compliance specialist who has experience as a councillor, to offer information and guidance. Further consultancy is available at an extra cost.

Please find further details enclosed.

What To Do Next

Please read through the enclosed documents carefully, ensuring the cover details accurately reflect your requirements

If you would like to go ahead and arrange cover, please contact us by phone or email. It is essential that we receive instructions to proceed with cover and confirmation of the new policy start date, and payment prior to the inception date.

Paying for Your Policy

Credit/Debit Card:	Please access our online Self Service Portal* or call us on 0330 013 0036 and have your card details ready. * Please refer to our recent email communications detailing the registration and access process. If you need any assistance getting started, please email, or call the team and we will be happy to help.
BACS/Automatic Transfer:	Account Name: Clear Insurance Management Ltd Account No.: 65304586 Sort Code: 60-15-03 Reference: Your quote reference (see above)
Cheque:	Please make cheques payable to Clear Insurance Management Ltd and send to, Clear Insurance Management Ltd, 7/8 Tolherst Court, Turkey Mill, Ashford Road, Maidstone, Kent ME14 5SF, quoting your quote reference (see above) on the reverse.
Monthly Instalments:	You can spread the cost of your insurance premiums and pay one regular monthly payment by direct debit. If you choose this method, we will provide your details to our third-party finance provider who will assess the application and if approved you will receive a welcome letter, payment schedule and a link to read and sign a credit agreement. Please note that Premium Credit Limited (PCL) will instigate collection of Direct Debits before receiving your signed credit agreement to ensure that payment to insurers is not delayed

Premium Options

You may be able to spread the cost of your insurance premium across regular monthly instalments; if you choose this method a Premium Finance Loan Application will be sent to you for completion.

Please note Clear Insurance Management is a credit broker and not a lender, we will not provide you with any advice regarding finance and will only approach Premium Credit Limited (PCL). Clear Insurance Management is remunerated for arranging credit

We have provided you with an instalment option to consider for the forthcoming year:

Total without Premium Financing	£3,154.84
Finance Charge	7.95%
Total Charge for Credit	£275.81
Total Client Payable	£3,430.65
Indicative APR	18.70%
Number of Instalments	10
First Instalment	£340.56
Subsequent Instalments	£365.56

Please note that the total charge for credit includes the arrangement fee of £25.00. The indicative APR based on 12 months is shown above, your loan documentation will provide you with the actual APR for the agreed terms of your loan.

The policy term is 2 months longer than the instalment plan. Financing the premium means the overall cost will be more expensive than making a single payment, as outlined in the table above.

Please refer to the **Premium Credit Information Sheet** for further information.

We look forward to receiving your instructions, however, should you have any queries in relation to the quotation please contact us.

Yours sincerely,

Your Clear Affinities Team
Email: affinities@thecleargroup.com
Phone: 0330 013 0036

Insurance provided by



Insurance arranged by



Local Councils Insurance

Our Local Councils insurance policy has been designed to meet the demands and needs of organisations wishing to insure the property and liability risks associated with running a council in the UK.

Summary of Cover

This document provides a summary of the features and benefits of the Local Councils insurance policy, together with the exclusions, limitations and your obligations.

Full details of all benefits and terms are in the policy document and schedule.

A policy document is available from your broker.

Ecclesiastical's story

We're proudly specialist, totally unique and committed to making a positive impact on society.



Over 135 years of specialist insurance



One of the most trusted insurers in our markets



Broad range of specialism
Faith, charity, heritage, leisure, office professions, education, art and private client and real estate.



A history of caring for our people and customers to deliver best-in-class expertise and guidance

[For more information on Ecclesiastical, please click here](http://www.ecclesiastical.com)
www.ecclesiastical.com

Supporting charities and communities

Part of the Benefact Group – charity owned international family of specialist, financial services businesses.

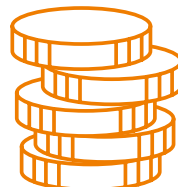
A shared ambition to donate all available profits to good causes.

Our policies



help protect what matters most to our customers

and because we give all our available profits to charity



they make lives a little brighter too.

[Learn more](http://www.benefactgroup.com)

www.benefactgroup.com

Please contact your broker if you would like this summary in large print, braille or audio format; or if you would like to receive future literature in another format.

Contents

The policy is made up of a number of sections of cover. Your quote or renewal documentation will show which sections of cover you have selected.

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Our support for Local Council customers



Award winning claims service

www.ecclesiastical.com/claims/award-winning-claims



Specialist risk management guidance

www.ecclesiastical.com/risk-management



Enterprise Risk Management assistance and training

www.ecclesiastical.com/risk-management/enterprise-risk-management



Helplines including business assistance, commercial legal advice and counselling

For further details, please refer to your policy document.

What you need to do

Your obligations

- ▶ You have a duty to present us with a fair presentation of the risks to be insured and must accurately disclose every material fact or circumstance which you know or ought to know about such risks.
- ▶ You must tell us as soon as reasonably possible if any of the details you have told us change.
- ▶ You must take reasonable steps to prevent or reduce loss or damage and maintain the property in a good state of repair.
- ▶ You must tell us as soon as you become aware of any event which may result in a claim.

Your cover

Please note this summary relates to our standard policy cover.

Please contact your broker if you have any specific needs or requirements, for example if the limits are insufficient to meet your needs.

The following sections are not available under this policy. If you feel you may need any of these covers, please contact your broker.

- ▶ Section 2 - Fine art and collections

Section 1 – Property damage

Provides 'All risks' cover for buildings and/or contents with the option to insure for subsidence, stock and personal belongings. 'All risks' means damage to insured items by any cause not specifically excluded from this section.

Buildings and contents will be covered up to the sums insured provided by you.

Sums insured must be set at the appropriate values to avoid underinsurance.

The sum insured is the amount for which you insure your buildings, items of contents and stock.

- ▶ Buildings: the sum insured should reflect the cost to rebuild including any demolition costs, professional fees, removal of debris and, where applicable, VAT. Note the market value of a property does not reflect the cost of rebuilding the property and should not be used as a guide.
- ▶ Contents: where repairs cannot be carried out, it should reflect the cost for replacement as new.
- ▶ Stock: the sum insured should be the cost to replace less an allowance for wear and tear if appropriate.

Underinsurance occurs when a sum insured is less than the actual costs of rebuilding buildings or replacing items of contents and stock.

If the sum insured for buildings, contents or stock is underinsured at the time of loss, any payments by us in respect of that claim will be reduced by the proportion of the underinsurance. This is calculated by dividing the sum insured by the actual cost. The amount of the claim is multiplied by the result. Please see the illustrative example below:

$$\frac{£100,000 \text{ (policy sum insured)}}{£200,000 \text{ (actual value at risk)}} \times £50,000 \text{ (claim amount)} = £25,000 \text{ (claim payment)}$$

Cover	Standard wording
Basis of settlement	Reinstatement
Day one	Optional
Index linking	Included
Automatic reinstatement of the sum insured	Included

Please refer to your policy document for details of how the following limits apply, e.g. in total for the period of insurance or any one claim. Any sub-limits will also be detailed there.

Extension	Standard limit
Fees	Included
Removal of debris	Included
Emergency services damage to the grounds	Included
Government and Public Authorities	15% of sum insured
Trace and access	£50,000
Loss of oil, gas or water	Metered water - £50,000 Loss of oil or gas - £5,000 Accidental discharge of LPG or oil - £5,000 Theft of oil - £5,000 Decontamination of grounds - £25,000
Sale of the building	Included
Raffle prizes and donated goods	£5,000

Extension	Standard limit
Deterioration of refrigerated stock	£20,000
Temporary storage	£25,000
Damage to the buildings by theft	Included
Lock replacement following loss or theft of keys	£5,000
Clearing of drains	£50,000
Extinguisher and alarm resetting expenses	Included
Loss avoidance measures	£10,000
Property away from the premises	Unspecified items – various limits apply Specified items – option to insure worldwide
Archaeological costs	£250,000
Green clause	£500,000
Removal of wasp, bee or hornet nests	£500
Contractors' interest	Included
Minor contract works	£100,000
Seasonal stock increase	Sums insured increased by £10,000
Capital additions	£500,000
Bequeathed property	Buildings – £250,000 Other property – £50,000
Fly tipping	£2,500
Trees	£2,500
Unauthorised use of utilities	£10,000
Office equipment	£2,500
Subsidence	Optional

Please refer to section 1 in your policy document for full details of the following exclusions.

Section exclusions

1. Gradual causes, depreciation, defective design or workmanship and changes in environment
2. Processing
3. Heat process
4. Fraud and disappearance
5. Boilers
6. Mechanical or electrical breakdown
7. Boilers requiring inspection
8. Atmospheric conditions
9. Water table level
10. Pressure waves
11. Cessation of work and confiscation
12. Self-ignition
13. Specifically insured
14. Consequential loss
15. Collapse or cracking
16. Wind turbines and solar panels cover restriction
17. Unoccupied restrictions
18. Subsidence cover restriction
19. Inflatable structures cover restriction
20. Weather restriction
21. Movable property in the open cover restrictions
22. Theft cover restriction
23. Glass cover restriction

Section 2 – Fine art and collections

Provides cover for loss or damage to your works of art, jewellery or collections on either an agreed value or market value basis (including any resultant depreciation).

Cover	Limit
Basis of settlement – Agreed value	Agreed value on schedule
Basis of settlement – Market value	Art - £30,000 any one item, pair or set Jewellery - £17,500 any one item, pair or set

Please refer to your policy document for details of how the following limits apply, e.g. in total for the period of insurance or any one claim. Any sub-limits will also be detailed there.

Extension	Standard limit
New acquisitions	10% of sum insured up to £250,000
Defective title - including legal costs	£500,000
Restoration and framing contingent cover	£1,000,000
Work in progress	£30,000
Temporary removal	Art - £5,000,000 Jewellery/watches/furs - £15,000 Items in unattended vehicles - £10,000
Emergency evacuation	Included

Please refer to section 2 in your policy document for full details of the following exclusions and conditions.

Section exclusions

- | | |
|------------------------|----------------------|
| 1. Fraud or dishonesty | 4. Disappearance |
| 2. Items in the open | 5. Excluded causes |
| 3. Unoccupied | 6. Water table level |

Section conditions

- | | |
|-----------------------|-----------------------|
| 1. Recovered property | 3. Consignment of art |
| 2. Art – loaned items | 4. Transit |

Section 3 – Business interruption

Provides insurance cover to protect your business income following a property damage loss.

Cover (one of the following)	Standard cover/Limit
Revenue	You select sum insured
Rent receivable	You select sum insured
Alternative cover Additional cost of working	You select sum insured

Sums insured must be set at the appropriate values to avoid underinsurance.

Sums insured are the amounts of revenue and rent receivable provided by you. They should be an accurate reflection of the indemnity periods selected.

Underinsurance occurs when a sum insured is less than the actual amounts of revenue and rent receivable.

If the sums insured for revenue and/or rent receivable are underinsured at the time of loss, any payments by us in respect of that claim will be reduced by the proportion of the underinsurance. This is calculated by dividing the sum insured by the actual amount. The amount of the claim is multiplied by the result. Please see the illustrative example below:

$$\frac{\text{£500,000 (policy sum insured)}}{\text{£1,000,000 (appropriate amount)}} \times \text{£250,000 (claim amount)} = \text{£125,000 (claim payment)}$$

This will not apply where the sums insured have been set on an estimated basis and instead, any amounts payable will not exceed 133⅓% of the estimated figure.

Please refer to your policy document for details of how the following limits apply, e.g. in total for the period of insurance or any one claim. Any sub-limits will also be detailed there.

Extension	Standard limit
Prevention of access – Damage	Included
Prevention of access - Non-damage	£10,000
Utilities	Included
Suppliers' extension	Specified - £100,000 Unspecified - £50,000
Storage sites	Specified - £100,000 Unspecified - £50,000
Customers' extension	Specified - £50,000 Unspecified - £15,000
Failure of supply	£25,000
Failure of telecommunication services	£10,000
Reinstatement of data	£25,000
Computers - Increased cost of working	£25,000
Exhibitions and other venues	£10,000
Book debts	£50,000
Food poisoning, defective sanitation, vermin, murder or suicide	25% of sum insured up to £250,000

Extension	Standard limit
Archaeological digs	10% of sum insured up to £500,000
Loss of attraction	£10,000
Bomb scare	£50,000

Section exclusions

Exclusions under the Property damage section apply (please refer to section 1 for full details).

Please refer to section 3 in your policy document for full details of the following conditions.

Section conditions

1. Renewal clause – Declaration-linked basis
 2. Premium adjustment clause
- ▶ Back-up records (Reinstatement of data extension)

Section 4 – Goods in transit

Provides cover for damage to insured property whilst in transit anywhere in England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

Please refer to your policy document for details of how the following limits apply, e.g. in total for the period of insurance or any one claim. Any sub-limits will also be detailed there.

Extension	Limit
Personal effects	£500 per person
Debris removal	Included

Please refer to section 4 in your policy document for full details of the following exclusions.

Section exclusions

1. Inadequate packing
2. Excluded items
3. Excluded causes
4. Open vehicles
5. Deterioration of refrigerated goods
6. Theft restrictions
7. Unexplained shortage or disappearance
8. Scratching, denting or bruising

Section 5 – Money with assault extension

Provides cover for loss of money.

Cover	Standard limit
Non-negotiable money (e.g. crossed cheques)	£250,000
Money on the premises or in a locked safe during business hours	£5,000
Money in transit	£5,000
Loss of money from a locked, specified safe in your building	Limit will depend on the make and model of the safe
Loss of money from a locked, unspecified safe outside of business hours	£1,500
Any other loss	£500

Please refer to your policy document for details of how the following limits apply, e.g. in total for the period of insurance or any one claim. Any sub-limits will also be detailed there.

Extension	Standard limit
Damage to safes	Included
Damage to clothing and personal effects	Included
Dishonesty of employee	£2,000 per person up to £5,000
Fraudulent use of credit and debit cards	£1,000 per card
Identity theft	£1,000
Fundraising events	Selected limits doubled
Business visits abroad	£500
Optional Assault extension – Hospital benefit and Medical expenses	Various benefit levels available Hospital benefit – up to £200 Medical expenses – £500

Please refer to section 5 in your policy document for full details of the following exclusions and conditions.

Section exclusions

- | | |
|---------------------------------|---|
| 1. Deception | 5. Vending or gaming machines |
| 2. Professional carrier | 6. Errors or unexplained shortage |
| 3. Transit by unregistered post | 7. Unattended and unlocked rooms |
| 4. Unattended vehicle | 8. Credit and debit card sales vouchers |

Optional Assault extension exclusions

- | | |
|-------------------|---------------|
| 1. Needless peril | 2. Age limits |
|-------------------|---------------|

Section conditions

1. Safe keys

2. Cash escort

Optional Assault extension conditions

1. Later accident

4. Discharge of liability

2. Benefit payments

5. Compensation and periodic payments

3. Same accident

Section 6 – Personal accident

The following covers are available:

Cover	Standard limit
Clerk absence	£5,000 any one period of insurance
Personal accident	A range of benefits are available
Key person	£10,000 any one period of insurance

The maximum amount we will pay in respect of all benefits for all insured persons involved in the same accident shall not exceed £2,500,000.

Extensions for Cover 2 - Personal accident	Standard limit
Hospital benefit and Medical expenses	Medical expenses - £2,500 Hospital benefit - up to £200
Clothing and personal effects	£500 per person
Disappearance	Included
Exposure	Included

Please refer to section 6 in your policy document for full details of the following exclusions and conditions.

Section exclusions

- | | |
|--|--|
| <p>1 a. Suicide, psychiatric conditions, pregnancy, childbirth, intoxication and the influence of drugs</p> <p>1 b. Pre-existing health problems</p> <p>1 c. Needless peril</p> | <p>1 d. Excluded activities</p> <p>2. Age limits</p> <p>3. Terrorism</p> <p>4. Travel against advice</p> |
|--|--|

Additional exclusions applying to Cover 3 (Key person)

- | | |
|---|---------------------------------------|
| <p>1. Pre-existing condition or illness</p> <p>2. Absence periods less than 14 days</p> | <p>3. Pandemic or epidemic</p> |
|---|---------------------------------------|

Conditions

Cover 1 (Clerk absence)

- | | |
|--------------------------------|---------------------------|
| <p>1. Absence dates</p> | <p>2. Receipts</p> |
|--------------------------------|---------------------------|

Cover 2 (Personal accident)

- | | |
|--|---|
| <p>1. Later accident</p> <p>2. Benefit payments</p> <p>3. Same accident</p> | <p>4. Discharge of liability</p> <p>5. Compensation and periodic payments</p> |
|--|---|

Cover 3 (Key person)

- | | |
|--------------------------------|---------------------------|
| <p>1. Absence dates</p> | <p>2. Receipts</p> |
|--------------------------------|---------------------------|

Section 7 - Liabilities

Employers' liability

Employers' liability cover provides an indemnity to you for your legal liability to pay damages to your employees and volunteers following injury in the workplace.

The standard limit is £10,000,000 (£5,000,000 if terrorism related) for any one event.

Extension	Standard limit
Unsatisfied court judgements	Included

Please refer to section 7, cover 1 in your policy document for full details of the following exclusion.

Employers' liability exclusion

- ▶ Road traffic legislation

Public & products liability

Public & products liability cover provides an indemnity to you for your legal liability to pay damages to third parties (not employees) for injury or damage to their property.

The standard limit is £5,000,000.

For claims arising from your activities, the standard limit applies to any one event. For products you supply, or for claims arising from pollution or contamination, the standard limit applies to any one period of insurance.

Extension	Standard limit
Cross liabilities	Included
Contingent motor liability	Included
Data protection	£1,000,000 any one period of insurance
Defective Premises Act	Included
Personal liability – residents and resident staff	Up to £5,000,000 any one event
Overseas personal liability	Up to £5,000,000 any one event
Additional clean-up costs	£1,000,000 any one period of insurance
Legionellosis	£1,000,000 any one period of insurance
Member to member liability	Included

Please refer to section 7, cover 2 in your policy document for full details of the following exclusions.

Public & products liability exclusions

- | | |
|---|--|
| <ol style="list-style-type: none"> 1. Professional services 2. Injury to employees 3. Property in your custody 4. Vehicles and crafts 5. Pollution or contamination 6. Advice 7. Product defects and recall 8. Contractual liability 9. Fines or penalties | <ol style="list-style-type: none"> 10. Premises in and Products exported to North America 11. Products incorporated in craft, vehicles and plant 12. Overseas work 13. Asbestos 14. Fear of asbestos 15. Contract clauses 16. Terrorism |
|---|--|

Liabilities section extensions and exclusion

Extension	Standard limit
Compensation for court attendance	Directors/trustees/partners - £500 per day Employees - £250 per day
Corporate manslaughter defence costs	£5,000,000 any one period of insurance
Prosecution defence costs	£500,000 any one claim

Please refer to section 7 in your policy document for full details of the following exclusion.

Liabilities section exclusion

- ▶ Cyber

Section 8 – Reputational risks

Provides cover for the following.

Cover	Standard limit
Libel and slander (by you)	£250,000 any one period of insurance
PR Crisis Communication	£25,000 any one period of insurance
Death of Patron	£25,000 any one period of insurance

Please refer to section 8 in your policy document for full details of the following exclusions.

Section exclusions

- | | |
|--|--|
| a. Other insurance | f. Fines or penalties |
| b. Liability assumed by agreement | g. Intentional directed libel or slander |
| c. Circumstances known to you | h. Legal jurisdiction |
| d. Criminal, intentional or malicious acts | i. Goods or products |
| e. Libel or slander arising from ill will | |

Section 9 – Hirers' liability

Hirers' liability covers third parties who hire out your premises. Should an event occur which leads to paying damages to a member of the public for injury or damage to property, hirers' liability will cover the third parties' legal liability.

Cover will be up to the limit you choose. A range of limits are available. The limit applies to any one event, other than for products where the limit applies to any one period of insurance.

Please refer to section 9 in your policy document for full details of the following exclusions and condition.

Section exclusions

- | | |
|---|--------------------------------------|
| a. Events away from the hired premises | h. More specific insurance |
| b. Professional catering | i. Political and business activities |
| c. Property in the hirers' custody or control | j. Injury to hirers' employees |
| d. Liability assumed by agreement | k. Pollution or contamination |
| e. Inflatables and activity equipment | l. Fines or penalties |
| f. Bonfires and fireworks | m. Terrorism |
| g. Organised sports | |

Section condition

- ▶ Children or vulnerable adults

Section 10 – Trustees' and management liability

Provides cover for claims made against trustees or your council, for wrongful acts committed while managing the council. Trustees include your officials and members of the management committee.

Cover is arranged on a 'claims made' basis which means it covers claims made against you and notified to us during the period of insurance.

Please refer to your policy document for details of the limits that apply. Any sub-limits will also be detailed there. All limits are any one period of insurance.

Extension	Standard limit
Extended reporting period	Included
Retired trustees	Included
Outside boards	Included
Emergency costs and expenses	10% of the limit of indemnity

Please refer to section 10 in your policy document for full details of the following exclusions and conditions.

Section exclusions

- | | |
|---|---|
| a. Prior and pending | j. Failure to insure |
| b. Other insurance | k. Personal guarantee or agreement |
| c. Best interests | l. Pension |
| d. Fraud and malicious acts | m. Takeover or merger |
| e. Fines or penalties | n. Breach of contract or trading losses |
| f. Legal jurisdiction | o. Injury |
| g. Property damage, Intellectual property rights and Professional service | p. Products |
| h. Pollution and asbestos | q. Employment dispute |
| i. Cyber | r. Terrorism |

Section conditions

- | | |
|-------------------------------------|-------------------|
| a. Notification of claims | c. Personal cover |
| b. Conduct and settlement of claims | d. Notices |

Section 11 - Legal expenses

To ensure an expert service, the cover under this section has been arranged through ARAG Legal Expenses Insurance Company Ltd (ARAG). We are responsible for paying any claims under this section, but ARAG manage all claim matters and correspondence on our behalf.

Access to telephone legal advice, alongside legal expenses cover for a range of legal issues that may arise, up to a limit of £250,000 for legal costs and expenses and employment compensation awards (the compensation award is further limited to a £1,000,000 limit in total for all such awards in any one period of insurance).

In all civil cases, cover is subject to a "reasonable prospects of success" clause. Reasonable prospects is a 51% or greater chance of success, as assessed by a law firm or tax expert chosen by ARAG.

In certain circumstances (with ARAG's prior agreement) you may appoint your own legal representative when legal proceedings start or if there is a conflict of interest, who will be subject to ARAG's standard terms of appointment. This includes an hourly rate not exceeding £100 per hour. Any costs that fall outside the standard terms will not be paid by us.

Cover is provided for the following legal issues:
Employment disputes and compensation awards
Legal defence
Statutory licence appeal
Contract disputes
Debt recovery
Property protection and personal injury
Tax protection

Please refer to section 11 in your policy document for full details of the following exclusions and conditions.

Section exclusions

- | | |
|---|---|
| 1. Costs ARAG have not agreed | 8. Judicial review, coroner's inquest or fatal accident inquiry |
| 2. Court awards and fines | 9. Legal action ARAG have not agreed |
| 3. Intellectual property rights | 10. Bankruptcy |
| 4. Franchise or agency agreements | 11. Defamation |
| 5. Wilful acts | 12. Litigant in person |
| 6. A dispute with us or ARAG | 13. Terrorism |
| 7. Shareholding or partnership disputes | |

Section conditions

- | | |
|---|--------------------------------|
| 1. Your representation | 6. Withdrawing cover |
| 2. Your responsibilities | 7. Expert opinion |
| 3. Offers to settle a claim | 8. Arbitration |
| 4. Assessing and recovering costs | 9. Keeping to the policy terms |
| 5. Cancelling an appointed representative's appointment | 10. Law that applies |

Section 12 - Fidelity

Provides cover for loss of your money or goods (including electronic transfer of your funds) caused by an act of fraud or dishonesty of an employee or volunteer.

Cover will be up to the limit you choose.

Extension	Standard limit
Auditor's fees and rewriting of system records	Up to the limit of indemnity
Previous insurance	Up to the limit of indemnity
Pension fund trustees	Up to the limit of indemnity
Temporary agency staff	Up to the limit of indemnity

Please refer to section 12 in your policy document for full details of the following exclusions and conditions.

Section exclusions

- | | |
|----------------------|---|
| i. Existing concerns | iii. Consequential loss or loss of interest |
| ii. Excess | iv. Unexplained shortages |

Section conditions

- | | |
|--------------------------------|------------------------------------|
| 1. Minimum standard of control | 3. Employees' money and recoveries |
| 2. Employee references | 4. Termination of service |

Section 13 - Terrorism

Provides cover for damage to your property and, if you choose, resultant loss of income that is insured under other sections of this policy following an Act of Terrorism.

Cover applies in England, Wales and Scotland but not the territorial seas adjacent as defined by the Territorial Sea Act 1987. Cover is provided up to the relevant sum insured under the Property damage or Business interruption section.

Optional cover

- ▶ Non-damage Business interruption

Please refer to section 13 in your policy document for full details of the following exclusions and condition.

Section exclusions

- | | |
|--------------------------------|---------------------------------------|
| ▶ Riot, civil commotion or war | ▶ Computer virus, hacking or phishing |
|--------------------------------|---------------------------------------|

Section condition

- ▶ Burden of proof

General exclusions

The following exclusions apply to the policy (please refer to the individual sections of cover regarding exclusions/limitations that apply to each section).

Please refer to your policy document for full details of the following exclusions.

- ▶ Excess
- ▶ Other insurances
- ▶ Radioactive contamination
- ▶ War risks
- ▶ Terrorism
- ▶ Date recognition
- ▶ Cyber (Property)
- ▶ Pollution or contamination
- ▶ Infectious or communicable disease
- ▶ Territorial exclusion (Property)

General conditions

The following conditions apply to the policy (please refer to the individual sections of cover regarding conditions/limitations that apply to each section).

Please refer to your policy document for full details of the following conditions.

- ▶ Duty of fair presentation
- ▶ Reasonable care
- ▶ Alteration of risk
- ▶ Multiple insurances
- ▶ Fraudulent claims
- ▶ Unoccupied buildings
- ▶ Security
- ▶ Fire extinguishing appliances
- ▶ Fire alarm installations
- ▶ Intruder alarms
- ▶ Arbitration
- ▶ Cancellation
- ▶ Sanctions
- ▶ Assignment
- ▶ Law applicable
- ▶ Rights of third parties

Important questions answered

Who is the policy underwritten by?

Ecclesiastical Insurance Office plc. The legal expenses section is arranged through ARAG Legal Expenses Insurance Company Ltd (ARAG).

How long will the policy run for?

Generally 12 months from the start date shown on your policy schedule.

What are the payment options?

You can either pay for your policy in full or by instalments. If you pay by instalments, you must make regular payments as detailed in your credit agreement.

Where am I covered?

In England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man or elsewhere as agreed and shown in your policy schedule and policy document.

How can the policy be cancelled?

- ▶ We have the right to cancel your policy by sending seven days' notice and a refund of the proportionate premium for the unexpired cover will be given.
- ▶ You may request to cancel the policy at any time. There is no refund of premium if you do.

There are certain circumstances, for example in the Alteration of risk, Duty of fair presentation, Fraudulent claims and Sanctions conditions, where this may vary.

What happens at renewal?

Your broker will send notice that your policy is approaching renewal before it is due. Your requirements may change over time, therefore please contact your broker if you wish to discuss your needs or any additional insurance requirements.

This policy is arranged by:

Clear Insurance Management Limited, authorised and regulated by the Financial Conduct Authority.

- ▶ Registered in England No. 3712209
- ▶ Registered Office: 1 Great Tower Street, London EC3R 5AA
- ▶ Tel: 020 7280 3450

How do I make a claim?

New claims can be reported **24 hours a day, 7 days a week**.

For enquiries about existing claims, services are available from **Monday to Friday 8am to 6pm**.

For claims (other than Legal expenses) call:

 **0345 603 8381**

For Legal expenses claims call:

ARAG Legal Expenses Insurance Company Ltd

 **0345 268 9124**

Full details of our claims conditions can be found in the policy documentation.

How do I make a complaint?

If you are unhappy with our products or service, please let us know as soon as possible.

For all complaints (other than Legal expenses complaints) you can contact:

Clear Insurance Management Limited

Or

Ecclesiastical Insurance Office plc (EIO)

 **020 7280 3450**

 **0345 777 3322**

 complaints@thecleargroup.com

 complaints@ecclesiastical.com

For Legal expenses complaints

You can contact ARAG on:

 **0344 893 9013**

Or email ARAG at:

 customerrelations@arag.co.uk

Full details of the complaints procedures can be found in the policy document.

What happens if Ecclesiastical can't meet their obligations?

Ecclesiastical Insurance Office plc contribute to the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if Ecclesiastical Insurance Office plc is unable to meet its obligations.

Further information about the compensation scheme is available at:

 www.fscs.org.uk

You can contact the FSCS by email at:

 enquiries@fscs.org.uk

Or you can call:

 **0800 678 1100** (+44 207 741 4100 from abroad)



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Insurance provided by



Insurance arranged by



Local Councils Combined Policy Wording

Our story

We're proudly specialist, totally unique, and committed to making a positive impact on society.



Over 135 years of specialist insurance



One of the most trusted insurers in our markets



Broad range of specialism
Faith, charity, heritage, leisure, office professions, education, art and private client and real estate.



A history of caring for our people and customers to deliver best in class expertise and guidance

[Download our brochure to find out more](#)

Supporting charities and communities

Part of the Benefact Group – charity owned international family of specialist, financial services businesses.

A shared ambition to donate all available profits to good causes.

Our policies



help protect what matters most to our customers

and because we give all our available profits to charity



they make lives a little brighter too.

[Learn more](#)

Please contact your broker if you would like this booklet in large print, braille or audio format; or if you would like to receive future literature in another format.

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Our support for Council insurance customers



Award-winning claims service



Specialist risk management guidance



Enterprise Risk Management assistance and training



Helplines including business assistance, commercial legal advice and counselling

How do I make a claim?

If you need to make a claim please call us as soon as you can so we can advise you of the next steps.

For new claims the services are available **24 hours a day, 7 days a week**.

For enquiries about existing claims, the services are available from **Monday to Friday 8am to 6pm**.

For claims other than legal expenses claims call:

 **0345 603 8381**

For legal expenses claims call:

ARAG Legal Expenses Insurance Company Limited

 **0345 268 9124**

Emergency glass replacement

 **0345 600 0148**

- ▶ If you suffer glass breakage you can call upon the services of our selected specialist provider who will effect a rapid repair.
- ▶ If you are covered for glass breakage under this policy they will issue two separate invoices, an invoice for you to cover the amount of any policy excess and recoverable VAT and an invoice which is sent directly to us for the remaining costs.
- ▶ If the glass is not insured you will be solely responsible for the entire cost of repairs.

For all claims

The action to be taken by the policyholder in the event of any incident which may give rise to a claim is shown in the Claims conditions.

How we settle claims - Our claims promise

When you need to make a claim, we'll look at your policy cover to see how we can best help you. We'll work swiftly, responding to queries within 1 working day, and will always deal with your claim fairly. If we can resolve your claim when you first contact us - we will.

- ▶ We give you direct access to the specialist claims handler dealing with your case and will work with our expert partners to get you all the help you need.
- ▶ We aim to keep things as simple as possible, offering you guidance and assistance throughout the life of the claim.
- ▶ We will look for cover, paying you exactly what you are entitled to, quickly and without any fuss.
- ▶ We will take a proactive approach in protecting your financial interests, legal position and reputation, and we'll always consult you before making any decisions on liability.

Policy information

The policy is divided into a number of sections. Your schedule will show which sections are in force and for how much you are insured.

Please read the policy and schedule carefully. If you have any queries or wish to change your cover, contact us immediately.

We will send you an updated schedule whenever the cover is changed and at each annual renewal date. The most recent schedule will provide the details of your current cover. Please retain this with your policy booklet, together with any special notices we send you about the policy.

Please also retain all other schedules so you may check what cover applied on any specific date should you need to do so.

If your needs change, please tell us.

General definitions

Each time any of the following words or phrases appear in this policy in bold type or capital letters in the schedule they will take the specific meaning shown below unless specifically defined in a policy section

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

Aircraft

means aircraft and other aerial devices dropped from them

Asbestos

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

Authorised Volunteers

means voluntary workers normally resident in the **Geographical Limits** acting under **Your** authority whilst engaged in **Your Business**

Business

means the business of the **Insured** as stated in the schedule

Company/We/Our/Us

means Ecclesiastical Insurance Office plc

Computer System

means any computer hardware software communications system electronic device (including but not limited to smart phone laptop tablet wearable device) server cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input output data storage device networking equipment or back-up facility

Condition Precedent to Liability

means a condition of this policy where non-compliance (provided that such non-compliance is material to the loss) shall mean the claim will not be paid and any payment on account of the claim already made by **Us** shall be repaid to **Us**

Cyber Act

means an unauthorised malicious or criminal act or series of related unauthorised malicious or criminal acts regardless of time and place or the threat or hoax thereof involving access to processing of use of or operation of any **Computer System**

Cyber Incident

means

- (a) any error or omission or series of related errors or omissions involving access to processing of use of or operation of any **Computer System** or
- (b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access process use or operate any **Computer System**

Damage

means physical loss destruction or damage

Data

means information facts concepts code or any other information of any kind that is recorded or transmitted in a form to be used accessed processed transmitted or stored by a **Computer System**

Earthquake

means earthquake including fire as a result of earthquake

Escape of Oil

means accidental escape of oil from any fixed oil fired heating installation or storage tank caused by a sudden identifiable unintended and unexpected incident which has taken place in its entirety at a specific time and place during the **Period of Insurance**

Escape of Water

means escape of water from any tank apparatus or pipe including **Damage** to any water tank apparatus or pipe itself caused by freezing of water but excludes water discharged or leaking from an installation of automatic sprinklers

Excess

means the first amount of each and every loss (after applying any adjustment for underinsurance) up to the amount set out in the schedule to this policy relevant to that loss

Fire

means fire by any cause other than **Earthquake** and includes any losses arising from lightning or explosion

Flood

means the escape of water from the normal confines of any natural or artificial water course or lake reservoir canal or dam or inundation from the sea

Geographical Limits

means England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man

Heave

means upward movement of the ground beneath the site on which the **Premises** stand as a result of the soil expanding

Impact

means impact by any road or rail vehicle or animal

Insured/You/Your

means the Insured shown in the schedule

Landslip

means downward movement of sloping ground at the site on which the **Premises** stand

Malicious Persons

means intentional and wilful **Damage** not caused by thieves

Period of insurance

means the period of insurance stated in the schedule

Premises

means all buildings and grounds for which **You** are responsible within **Your** area as defined by the Boundary Committee for England or the Local Government Boundary Commission for Wales

Restricted Peril(s)

means **Fire Earthquake Aircraft Riot Malicious Persons Storm Flood Impact Escape of Water**

Riot

means riot civil commotion strikers locked out workers or persons taking part in labour disturbances

Settlement

means downward movement as a result of the
(a) normal settlement or bedding-down of structures
(b) settlement or movement of made-up ground

Sprinkler Leakage

means accidental escape of water from any automatic sprinkler installation in the **Premises** not caused by explosion **Earthquake** or heat caused by **Fire**

Storm

means a period of violent wind rain snow or hail but excluding **Damage** caused by **Flood**

Subsidence

means downward movement of the ground beneath the site on which the **Premises** stand and includes any losses arising from **Heave** or **Landslip**

Theft

means theft or attempted theft

Unoccupied

means vacant untenanted unfurnished empty or no longer in active use for a period exceeding 30 consecutive days

Vermin

means any wild animals birds and insects (whether they have protected status or not) that are known to cause **Damage** or carry disease

Insuring clause

This policy document and the schedule including all clauses applied to the policy shall together form the policy and be considered as one document

In consideration of payment of the premium **We** will provide insurance against loss destruction damage injury or liability (as described in and subject to the terms conditions limits and exclusions of this policy or any section of this policy) occurring or arising in connection with **Your Business** during the **Period of Insurance** or any subsequent period for which **We** agree to accept a renewal premium

General exclusions

This policy does not cover the following

1 Excess

Any Excess

2 Other insurances

Property more specifically insured under another policy

3 Radioactive contamination

Loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

- (a) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- (b) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
- (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- (d) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter
Part (d) does not extend to radioactive isotopes other than nuclear fuel or nuclear waste when such isotopes are on the property insured and are being prepared stored or used in the normal course of operations by **You** for the commercial agricultural medical scientific or other similar peaceful purposes for which they were intended
- (e) any chemical biological bio-chemical or electromagnetic weapon

However this exclusion does not apply to losses arising from naturally occurring radioactive gases released from the earth such as Radon

This exclusion does not apply to

- (i) Cover 1 of the Liabilities section except in respect of liability of any principal and liability assumed by agreement
- (ii) the Personal accident section

4 War risks

Loss or damage directly or indirectly occasioned by happening through or in consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

This exclusion does not apply to Cover 1 of the Liabilities section

5 Terrorism

Definitions specific to this exclusion

Act of Terrorism

In respect of

(a) **England Wales and Scotland (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987)**

means 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 HM government in the United Kingdom or any other government de jure or de facto

(b) **all other instances**

means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) 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

Any loss damage cost or expense directly or indirectly caused by contributed to by resulting from or arising out of or in connection with any **Act of Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss

This insurance also excludes loss damage cost or expense of whatsoever nature 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**

If **We** allege that by reason of this exclusion any loss damage cost or expense is not covered by this policy the burden of proving the contrary shall be upon **You**

This exclusion does not apply to the following sections: Reputational risks Personal accident Liabilities Hirers' liability Trustees' and management liability Legal expenses and Terrorism

6 Date recognition

Definitions specific to this exclusion

Computer

means computer or other equipment media or system (or any part of them) for processing storing or retrieving data to include without limitation any microchip integrated circuit or similar device or any computer software

Any claim directly or indirectly arising from the failure or possible failure of any **Computer**

- (a) to correctly recognise any date as its true calendar date
- (b) to save and/or correctly interpret or process any data or command as a result of treating any date other than its true calendar date
- (c) to save or correctly process any data on or after any date

but this shall not exclude subsequent **Damage** or consequential loss not otherwise excluded which itself results from a **Restricted Peril** or **Theft**

For the purposes of this exclusion **Theft** means theft or attempted theft involving entry to or exit from the buildings of the **Premises** by forcible and violent means or following actual or threatened assault or violence

This exclusion does not apply to the following sections: Reputational risks The assault extension of the Money section Personal accident Liabilities Hirers' liability Trustees' and management liability Legal expenses and Terrorism

7 Cyber (property)

Definition specific to this exclusion

Time Element Loss

means business interruption contingent business interruption or any other consequential losses

Any loss damage liability cost or expense of whatsoever nature directly or indirectly caused by contributed to by or resulting from arising out of or in any connection with

- a. any unauthorised access to or loss of alteration of or damage to or a reduction in the functionality availability or operation of a **Computer System** or any unauthorised access to or modification of **Data**

Notwithstanding the provisions of this sub-paragraph a. and subject to all other terms and conditions and exclusions contained in this policy this policy will provide cover for physical loss of or physical damage to property insured under this policy (not including **Data**) and any **Time Element Loss** directly resulting therefrom where such physical loss or physical damage is directly occasioned by any of the following perils provided always that such perils are otherwise insured by this policy

- i. Fire lightning or explosion
- ii. Impact by aircraft or vehicle or animal or falling objects
- iii. Wind storm hail tornado cyclone hurricane earthquake volcano tsunami flood freeze or weight of snow
- iv. Escape of water or oil
- v. Riot or civil commotion
- vi. Subsidence heave or landslip
- vii. Theft or loss of insured property caused by persons physically present at both the time and location of such theft or loss
- viii. Vandalism or malicious acts causing physical damage to insured property caused by persons physically present at both the time and location of such damage
- ix. Accidental damage to insured property caused by persons physically present at both the time and location of such damage

- b. any loss of use reduction in functionality repair replacement restoration or reproduction of any **Data** including any amount pertaining to the value of such **Data**

Notwithstanding the provisions of this sub-paragraph b. in the event that hardware or the data storage device of a **Computer System** insured under this policy sustains physical damage caused by a peril described in the proviso to paragraph a. above which results in damage to or loss of **Data** stored on that hardware or the data storage device then the damage to or loss of such **Data** shall be recoverable hereunder and the basis of valuation for the recovery of the damaged or lost **Data** under this policy shall be limited to the cost of reproducing **Data** provided that such costs are otherwise indemnifiable under this policy

Such costs shall include all reasonable and necessary expenses incurred in re-creating gathering and assembling such **Data** but shall not include the value of the **Data** whether to the **Insured** or any other party even if such **Data** cannot be recreated gathered or assembled

- c. any
 - i. unauthorised appropriation of **Data**
 - ii. unauthorised transmission of **Data** to any third party
 - iii. misrepresentation or use or mis-use of **Data**
 - iv. operator error in respect of **Data**
- d. any threat to carry out or perpetrate a hoax in respect of anything described in sub-paragraphs a. – c. above
- e. any action taken or failure to take action to prevent control limit or respond to anything described in sub-paragraphs a. – d. above

This exclusion applies to all cover sections of this policy except those covers (where available and insured by this policy) noted below

- (i) Personal accident
- (ii) Employers' liability
- (iii) Public liability
- (iv) Reputational risks
- (v) Hirers' liability
- (vi) Trustees' and management liability
- (vii) Legal expenses
- (viii) Fidelity
- (ix) Terrorism

8 Pollution or contamination

Damage caused by pollution or contamination but this shall not exclude **Damage**

- (a) to the property insured caused by pollution or contamination which itself results from a **Restricted Peril** or **Theft** or **Escape of Oil**
- (b) to the property insured caused by a **Restricted Peril** or **Theft** or **Escape of Oil** which itself results from pollution or contamination
- (c) as insured under the Loss of oil gas or water extension of the Property damage section

For the purposes of this exclusion **Theft** means theft or attempted theft involving entry to or exit from the buildings of the **Premises** by forcible and violent means or following actual or threatened assault or violence

This exclusion does not apply to the following sections: Reputational risks Money with assault extension Personal accident Liabilities Hirers' liability Trustees' and management liability Legal expenses Fidelity and Terrorism

9 Infectious or communicable disease

Definition applicable to this exclusion

Infectious or Communicable Disease

means any disease pandemic or epidemic including but not limited to any

- virus
 - bacterium
 - parasite
 - other organism or Infectious matter
 - any mutation or variation to any of the above whether
 - living or dead
 - natural or artificial
 - officially declared an epidemic or pandemic or not
- transmitted by any direct or indirect means (whether asymptomatic or not)

Loss damage liability cost expense or any other sum of whatsoever nature directly or indirectly caused by resulting from arising out of or related to or contributed to by

- a. any **Infectious or Communicable Disease** including but not limited to
 - i. the fear of a threat (whether actual or perceived) from an **Infectious or Communicable Disease**
 - ii. contamination or fear of contamination (whether actual or perceived) of property by an **Infectious or Communicable Disease**

but this shall not exclude direct physical loss or physical damage to insured property at the **Premises** occurring during the **Period of Insurance** resulting directly or indirectly from or caused by a peril otherwise insured by this policy

- b. any action taken or failure to take action to prevent control or respond to any **Infectious or Communicable Disease**

Provided that

1. this exclusion applies regardless of any concurrent or contributory cause or event or occurrence in any sequence with any other cause or event
2. in the event of any conflict between this exclusion and any other provision of this policy this exclusion shall always apply and take precedence over any such other provision
3. where **We** apply this exclusion the burden of proving the contrary rests with the **Insured**
4. this exclusion applies to all cover sections of this policy except those covers (where available and insured by this policy) noted below
 - (a) Personal accident
 - (b) Employers' liability
 - (c) Public liability
 - (d) Reputational risks
 - (e) Hirers' liability
 - (f) Trustees' and management liability
 - (g) Legal expenses
 - (h) Fidelity
 - (i) Terrorism

10 Territorial exclusion (property)

Definition specific to this exclusion

Excluded Territory

means

- a. Belarus (Republic of Belarus) and
- b. Russian Federation and
- c. Ukraine (including the Crimean Peninsula and the Donetsk and Luhansk regions)

Notwithstanding anything to the contrary in this **Policy** this **Policy** excludes any loss damage liability cost or expense of whatsoever nature directly or indirectly arising from or in respect of any

- i. entity domiciled resident located incorporated registered or established in an **Excluded Territory**
- ii. property or asset located in an **Excluded Territory**
- iii. individual that is resident in or located in an **Excluded Territory**
- iv. claim action suit or enforcement proceeding brought or maintained in an **Excluded Territory** or
- v. payment in an **Excluded Territory**

This exclusion will not apply to any coverage or benefit required to be provided by **Us** by law or regulation applicable to **Us** however the terms of any sanctions clause will prevail

This exclusion applies to all cover sections of this policy except those covers (where available and insured by this policy) noted below:

1. Personal accident
2. Employers' liability
3. Public liability
4. Reputational risks
5. Hirers' liability
6. Trustees' and management liability
7. Legal expenses
8. Fidelity

General conditions

1 Duty of fair presentation

You must ensure that a fair presentation of the risks to be insured is made to **Us**

In the event of misrepresentation misdescription or non-disclosure of any material fact or circumstance **We** may void the policy and retain any premium paid where such misrepresentation misdescription or non-disclosure is deliberate or reckless

Where such misrepresentation misdescription or non-disclosure is not deliberate or reckless **We** may at **Our** option

- (a) void the policy and refund to **You** any premium paid if **We** would have not entered into this policy on any terms had clear representation description and disclosure been made
- (b) proportionately reduce the amount to be paid on any claim if **We** would have entered into this policy on the same terms but for a higher premium
The reduction in claim payment will represent the percentage difference between the premium **You** have paid and the premium **We** would have charged **You** had clear representation description and disclosure been made
- (c) impose additional terms on this policy if **We** would have entered into this policy on such additional terms but at the same premium had clear representation description and disclosure been made
We may apply these additional terms to **Your** policy with effect from inception

2 Reasonable care

It is a **Condition Precedent to Liability** that **You** shall

- (a) take all reasonable precautions to prevent **Damage** accident illness and disease
- (b) exercise reasonable care in seeing that all statutory and other obligations and regulations are observed and complied with
- (c) maintain the **Premises** works machinery and plant in sound condition

3 Alteration of risk

If after the commencement of this insurance

- (a) there is any alteration of risk which increases the risk of **Damage** accident or liability
- (b) the **Premises** are undergoing alterations or repairs where the contract value exceeds £100,000
- (c) **Your** interest ceases except by will or operation of law
- (d) an administrator or a liquidator or receiver is appointed or where **You** enter into a voluntary arrangement
- (e) there is any other material change in use of the **Premises**

You must give notice to **Us** as soon as is reasonably possible

Upon any alteration described above **We** shall be entitled to cancel the policy from the date of the alteration or impose special terms or charge an additional premium

This condition does not apply where buildings become **Unoccupied** as this is dealt with under the 'Unoccupied buildings' general condition

4 Multiple insurances

(a) All sections except those detailed separately below

If at the time any claim arises under this policy there is any other insurance in force whether effected by **You** or not covering the same **Damage** loss expense or liability **We** shall not be liable for more than **Our** rateable proportion

If such other insurance is subject to any condition of underinsurance this policy if not already subject to any condition of underinsurance shall be subject to that condition of underinsurance in like manner

(b) Money (excluding the assault extension) Liabilities Hirers' liability Reputational risks and Trustees' and management liability sections

If at the time of any claim arising under this policy **You** are or would but for the existence of this policy be entitled to indemnity under any other policy or policies **We** shall not be liable except in respect of any additional amount beyond the amount which would have been payable under such other policy or policies had this insurance not been effected

5 Fraudulent claims

If a claim made by **You** or anyone acting on **Your** behalf or any other person claiming to obtain benefit under this policy is fraudulent or exaggerated whether ultimately material or not or if any **Damage** is caused by **Your** wilful act or with **Your** connivance **We** may at **Our** option

- (a) repudiate the claim
 - (b) recover any payments already made by **Us** in respect of the claim
 - (c) cancel the policy from the date of the fraudulent act and retain the premium due for the unexpired period of insurance from the date of cancellation up to the renewal date
- If **We** cancel the policy **We** will notify **You** in writing by special delivery to **Your** last known address

6 Unoccupied buildings

It is a **Condition Precedent to Liability** that

- (a) when a building or part of a building insured by this policy becomes **Unoccupied** or when an **Unoccupied** building or part of a building is again occupied **You** must tell **Us** as soon as is reasonably possible

Upon any alteration as described above **We** may at **Our** option

- (i) amend the terms and conditions that apply to such buildings and charge an additional premium
 - (ii) cancel the cover for any affected buildings
 - (iii) cancel the policy in accordance with the Cancellation condition
- (b) in respect of any building or part of a building which becomes **Unoccupied**
 - (1) **You** must turn off electricity gas and water supplies at the mains and drain down all water systems other than those required to maintain intruder alarm fire alarm and sprinkler installations or other fire suppression security or other risk protection systems or devices
 - (2) **You** must remove all waste and unfixed combustible materials both internally and externally from such buildings
 - (3) **You** must maintain in full and efficient working order and keep operational all alarms sprinkler installations fire suppression systems locks and all other protective and security devices including perimeter security protection at the **Premises**

- (4) where there is a sprinkler installation **You** must maintain the central heating system to prevent freezing and
 - (i) the system should be inspected to ensure it is operating correctly whenever such buildings are inspected
 - (ii) the temperature throughout the building must be maintained at not less than 7 degrees Centigrade (45 degrees Fahrenheit)
 - (iii) the system must be serviced and maintained at least annually by an appropriately qualified engineer
- (5) **You** must undertake an internal and external inspection of such buildings at least every 7 days and rectify as soon as is reasonably possible any defects in the fabric of the building or the security or fire protection installations
A record of inspections including remedy of any defects must be maintained
- (6) **You** must permanently seal shut the letterbox
Where the letterbox cannot be sealed shut **You** must fit a metal box or cage to the inside of the letterbox aperture and remove the post from it whenever such buildings are inspected
- (7) **You** must tell **Us** as soon as is reasonably possible if such buildings are to be occupied by contractors for any alterations renovations conversions or repair
- (8) in addition to the Claims condition that requires **You** to tell **Us** as soon as **You** become aware of an incident that may result in a claim **You** must also tell **Us** as soon as **You** become aware of any illegal entry to the **Premises** whether or not any **Damage** has occurred
- (9) **You** must review and update **Your** risk assessment (including the fire risk assessment) of such buildings to reflect the change in risk

Unless otherwise agreed by **Us** in writing

7 Security

It is a **Condition Precedent to Liability** for **Damage** at or to the **Premises** caused by theft or attempted theft that all locks bolts and other protective devices fitted to the **Premises** be put into full use whenever the **Premises** are closed for business and are not attended by **You** or an authorised person for the purpose of the **Business**

Where the **Premises** are occupied by **You** for **Business** and residential purposes

- (a) the **Business** portion must be secured as outlined above outside of working hours of the **Business**
- (b) the residential portion must be secured as outlined above when this portion is unattended by **You** or **Your** family or other authorised persons

Any additional security conditions that apply will be detailed on **Your** policy schedule if applicable

8 Fire extinguishing appliances

Where **You** are required to provide fire extinguishing appliances to comply with the Regulatory Reform (Fire Safety) Order 2005 (applicable in England and Wales) or the Fire Scotland Act (2005) and/or any similar or replacement legislation or **You** have otherwise provided fire extinguishing appliances upon which others may rely **You** must have all such appliances inspected and maintained under an annual service contract with a specialist contractor or otherwise competent person

9 Fire alarm installations

It is a **Condition Precedent to Liability** that where any **Premises** is protected by an automatic fire alarm installation that

- (a) the installation (including any automatic alarm signalling) shall be maintained in full and efficient working order at all times and all reasonable steps taken to prevent damage to the installation
- (b) an undertaking shall be in force with engineers who are LPS 1014 or BAFE SP203 approved (or engineers as otherwise accepted by **Us**) to maintain the automatic fire alarm installation and written confirmation shall be obtained from them that the installation is in satisfactory working order following each inspection
- (c) the testing servicing and maintenance requirements specified by the manufacturer of the equipment/installing engineers shall be carried out and any defect revealed by the testing promptly rectified
- (d) immediate notice shall be given to **Us** if the level of response to the automatic fire alarm has been or will be reduced or delayed
- (e) where there is an external alarm signal **You** shall appoint at least two keyholders and lodge written details (which must be kept up to date) with the alarm receiving centre
- (f) in the event of notification of any activation or alarm fault of the automatic fire alarm a keyholder shall attend the **Premises** as soon as is reasonably possible
- (g) immediate notice shall be given to **Us** of any disconnection or failure of the automatic fire alarm installation (including any automatic alarm signalling) and any precautions **We** instruct **You** to take shall be acted upon
- (h) advance notice is given to **Us** if it is proposed that any part of the
 - (1) installation (including any automatic alarm signalling) is to be extended altered repaired or rendered inoperative
 - (2) **Premises** is to be extended or altered and obtain **Our** prior written agreement
- (i) records of all alarm faults disconnections tests and maintenance visits are kept and made available when required to **Our** representatives
- (j) **Our** access to the **Premises** is permitted at all reasonable times for the purpose of inspecting and witnessing the testing of the installation

Unless otherwise agreed by **Us** in writing

10 Intruder alarms

Definitions specific to this condition

Intruder Alarm System

means the component parts of the intruder alarm system including the means of communication used to transmit signals

Keyholder(s)

means **You** or any person or keyholding company authorised by **You** who is available at all times to accept notification of faults or alarm signals relating to the **Intruder Alarm System** and attend and allow access to the **Premises**

It is a **Condition Precedent to Liability** that where any **Premises** is protected by an **Intruder Alarm System** that

- (i) where **We** require an **Intruder Alarm System** it shall be installed in accordance with the specification agreed in writing by **Us** and no alteration or variation of the system or any structural alteration to the **Premises** which would affect the system shall be made without **Our** written consent
- (ii) the **Intruder Alarm System** shall be maintained in full and efficient working order at all times and be serviced under a maintenance contract approved by **Us** and immediate notice of any apparent defect in the **Intruder Alarm System** or its signalling shall be given to the maintenance contractor
- (iii) the **Intruder Alarm System** shall be tested and set whenever the alarmed portion of the **Premises** is closed for business and is not attended by **You** or any person authorised by **You** to be responsible for the security of the **Premises** provided that any detection devices and their circuits connected for continuous protection shall be fully operative at all times
- (iv) all keys including duplicate keys and notes of combination locks/electronic pass codes letters and numbers relative to the **Intruder Alarm System** shall be removed from the buildings of the **Premises** whenever they are closed for business and are left unattended provided that at such times if part of the **Premises** is occupied residentially by **You** or an authorised employee the said keys shall be removed from the business portion of the **Premises** to the part occupied residentially
- (v) immediate advice shall be given to **Us** of any notice from the police or a security organisation that **Intruder Alarm System** signals may be or will be disregarded
- (vi) **You** shall appoint at least two **Keyholders** and lodge written details (which must be kept up to date) with the alarm company and police authorities
- (vii) in the event of notification of any activation of the **Intruder Alarm System** or interruption of the means of communication during any period that the **Intruder Alarm System** is set a **Keyholder** shall attend the **Premises** as soon as is reasonably possible

Unless otherwise agreed by **Us** in writing

11 Arbitration

Provided **We** have admitted liability for a claim any dispute as to the amount to be paid shall be resolved by arbitration in accordance with the statutory provisions in force at the time by

- (a) an agreed arbitrator or if an arbitrator cannot be agreed
- (b) an arbitrator appointed by the Chartered Institute of Arbitrators following a request from either party provided they have given seven days' written notice to the other party

You must not take legal action against **Us** over the dispute before the arbitrator has reached a decision

This condition does not apply to the Legal expenses section

12 Cancellation

In circumstances other than those in the Duty of fair presentation Alteration of risk and Fraudulent claims conditions **We** may cancel the policy or any section of it by sending seven days' notice commencing from the date of posting by special delivery to **You** at **Your** last known address and shall refund to **You** the proportionate premium for the unexpired period of cover

13 Sanctions

We shall not provide any cover under this policy or be liable to pay any claim or provide any benefit to the extent that the provision of such cover payment of such claim or provision of such benefit would expose **Us** 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

If any such sanction prohibition or restriction takes effect during the **Period of Insurance You or We** may cancel that part of this policy which is affected with immediate effect by giving such notice in writing

In such circumstances **We** shall return a proportionate premium for the unexpired period of cover provided no claims have been paid or are outstanding

14 Assignment

You shall not assign any of the rights or benefits under this policy or any section of this policy without **Our** prior written consent

We will not be bound to accept or be affected by any notice of trust charge lien or purported assignment or other dealing with or relating to this policy or any section of this policy

15 Law applicable

This policy shall be governed by and construed in accordance with the law of England and Wales unless the **Insured's** habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply

16 Rights of third parties

A person or company who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act

Claims conditions

Your duties

When an incident occurs that may result in a claim it is a **Condition Precedent to Liability** that **You** shall

- (a) take all practicable steps to recover property lost and otherwise minimise the claim
- (b) tell the police as soon as is reasonably possible
 - (i) if the **Damage** is caused by thieves malicious persons vandals or as a result of **Riot**
 - (ii) for incidents under the Fidelity section
- (c) tell **Us** as soon as **You** become aware
- (d) within 30 days (7 days for **Damage by Riot**) give **Us** at **Your** expense any information **We** require and continue to provide **Us** with any information and assistance **We** require before or after **We** pay **Your** claim under the policy
- (e) not make or allow to be made on **Your** behalf any admission offer promise payment or indemnity without **Our** written consent
- (f) forward to **Us** every letter claim writ summons and process immediately upon receipt without acknowledgement and advise **Us** in writing as soon as **You** have any knowledge of any impending prosecution inquest or inquiry in connection with that event

Additional conditions apply to the Reputational risks Trustees' and management liability and Legal expenses sections which are detailed in the sections and which for the Legal expenses cover include conditions relating to **Your** legal representation

Our rights

We may

- (a) start take over defend and conduct any legal action in **Your** name
- (b) prosecute in **Your** name for **Our** benefit any claim for indemnity or damages

We will have full discretion in the conduct and settlement of any such action

- (c) enter any building where **Damage** has occurred and take and keep possession of any property insured by this policy

We will not accept property abandoned to **Us**

This policy shall be proof that **You** have authorised **Our** rights under this condition

- (d) at any time pay to **You** the relevant limit of indemnity
 - (i) in the case of claims for Employers' liability or Prosecution defence costs or Trustees' and management liability less any amount already paid or incurred
 - (ii) in the case of Public & products liability claims less any amount already paid or incurred as damages

or any lesser amount for which at **Our** discretion any claim or claims can be settled

We will then relinquish control of the claim and have no further liability except for any Public & products liability claim (other than any claim originating from within the legal jurisdiction of the United States of America or Canada) **We** will also pay any legal costs incurred prior to the date of such payment

- (e) in the case of Personal accident or Assault extension claims involving the death of an insured person have a post mortem carried out at **Our** expense

Additional conditions apply to the Fine art Legal expenses and Trustees' and management liability sections which are detailed in the sections and which for the Legal expenses cover include conditions relating to **Your** legal representation

Section 1 – Property damage

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

Definitions

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

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

Buildings

means the buildings at the **Premises** including

- (a) landlord's fixtures and fittings
- (b) outbuildings storage tanks walls gates and fences
- (c) piping ducting cables wires and associated control gear and accessories on the **Premises** and extending to the public mains but only to the extent of **Your** responsibility
- (d) aerials and satellite dishes fixed to the buildings
- (e) the following items fixed to the buildings
 - (i) wind turbines less than 10kW generating capacity
 - (ii) solar panels less than 50kW generating capacity
 - (iii) photovoltaic panels less than 50kW generating capacity
 subject to the limits shown under the Limit of liability paragraph to this section
- (f) yards car parks roads and pavements
- (g) artificial playing surfaces tennis courts swimming pools and associated apparatus
- (h) fixed glass and sanitary fixtures

Excluding

- (i) bridges land piers jetties excavations and marquees
- (ii) natural or artificial
 - (a) water courses
 - (b) confines of any body of standing water including but not limited to
 - (1) dams reservoirs culverts canals moats rivers and lakes
 - (2) any man-made elements attaching to or forming part of such structures
- (iii) property or structures in the course of construction or erection and all materials or supplies in connection with such property or structure except as specifically provided for by the Minor contract works extension

unless more specifically mentioned in this policy or its schedule

Unless stated otherwise buildings are brick stone or concrete built and roofed with slates tiles concrete metal asphalt or sheets or slabs composed of incombustible mineral ingredients

Contents

means business equipment computers plant machinery furniture fixtures and fittings tenants improvements consumable stock not for sale and all other contents belonging to **You** or for which **You** are legally responsible or which are entrusted to **You** whilst at the **Premises** and elsewhere as stated in this policy and the schedule

Contents includes the following property subject to the limits shown under the Limit of liability paragraph to this section

- (1) the cost of materials labour and computer time in reproducing
 - (a) documents manuscripts and business books
 - (b) patterns models moulds plans and designs
 - (c) computer systems records
 but not any cost in connection with producing information to be recorded or the value of the information to **You**
- (2) prints paintings drawings rare books pieces of tapestry sculptures or other works of art
- (3) jewellery precious stones or precious metals bullion furs or curiosities
- (4) the **Personal Belongings** of the following whilst at the **Premises**
 - (a) directors clerks councillors officials partners employees and **Authorised Volunteers**
 - (b) visitors and members
 - (c) other persons as shown in the schedule
- (5) personal money of those specified in (4)

Excluding

- (i) **Stock**
- (ii) landlord's fixtures and fittings
- (iii) cash or money instruments of any description whether negotiable or non-negotiable (other than personal money noted in (5) above)
- (iv) vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives rolling stock watercraft or aircraft
- (v) any living creatures
- (vi) trees shrubs plants or other vegetation (except where more specifically noted by this policy)
- (vii) explosives
- (viii) any other property more specifically insured

Item(s) Insured

means the items insured as set out in the Property damage section of the schedule to this policy

Personal Belongings

means clothing and personal articles worn used or carried about the person but excluding bankers' cards credit and debit cards and property more specifically insured

Stock

means stock (other than consumable stock not for sale) materials in trade and work in progress belonging to **You** or for which **You** are legally responsible or which are entrusted to **You** whilst at the **Premises** including its open yards and spaces and elsewhere as stated in this policy and the schedule

Cover

We will indemnify You in respect of **Damage** to the **Items Insured** at the **Premises** or elsewhere as stated in this section or the schedule by any cause not specifically excluded happening during the **Period of Insurance**

Exclusions

The cover provided by this section excludes

- (1) **Damage** caused by or consisting of
 - (i) inherent vice latent defect depreciation gradually operating causes wear and tear from its own faulty or defective design or materials faulty or defective workmanship by **You** or any of **Your** employees or operational error or omission by **You** or any of **Your** employees
But this shall not exclude subsequent **Damage** which itself results from a cause not otherwise excluded
 - (ii) corrosion dust rust wet or dry rot contamination mildew shrinkage evaporation loss of weight dampness dryness marring scratching **Vermin** change in temperature colour flavour texture or finish
- (2) **Damage** to property resulting from its undergoing any process of cleaning dyeing restoration production packing treatment testing commissioning servicing or repair
- (3) **Damage** caused by the property undergoing any heating process or any process involving the application of heat
- (4) **Damage** caused by or consisting of
 - (i) acts of fraud or dishonesty
 - (ii) disappearance unexplained or inventory shortage misfiling or misplacing of information
- (5) **Damage** caused by joint leakage failure of welds or cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam feed piping in connection therewith
- (6) **Damage** consisting of mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates
- (7)
 - (i) **Damage** in respect of and originating in any vessel machinery or apparatus or its contents belonging to **You** or under **Your** control which is required to be examined to comply with any statutory regulations unless such vessel machinery or apparatus is the subject of a contract providing the required inspection service
 - (ii) **Damage** caused by the bursting of a boiler economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to **You** or under **Your** control
- (8) **Damage** resulting from atmospheric and climatic conditions (other than **Storm** or **Flood**)
- (9) **Damage** attributable solely to change in the water table level
- (10) **Damage** occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
- (11) **Damage**
 - (i) resulting from cessation of work
 - (ii) occasioned by confiscation or destruction or requisition by order of the government or any public authority
- (12) **Damage** to any electrical plant or apparatus caused by self-ignition but this exclusion shall apply only to that part of the electrical plant or apparatus in which self-ignition occurs
- (13) property more specifically insured
- (14) consequential loss of any kind
- (15) **Damage** to any **Building** or structure caused by its own collapse or cracking unless it results from a **Restricted Peril**
- (16) **Damage** to wind turbines solar panels and photovoltaic panels unless resulting from a **Restricted Peril** or **Theft**

- (17) **Damage** to any **Building** which is **Unoccupied**
This exclusion shall not apply to **Damage** caused by **Fire Aircraft Earthquake** or **Impact**
- (18) **Damage** caused directly by or consisting of
- (i) **Subsidence** unless provided for under the Subsidence extension or caused by fire subterranean fire explosion **Earthquake** or **Escape of Water**
 - (ii) **Settlement**
 - (iii) coastal or river erosion
- (19) **Damage** caused by **Storm** to inflatable structures except where damaged by falling trees
- (20) **Damage** caused by **Flood** wind rain hail sleet or snow to
- (i) any moveable property in the open
 - (ii) fences and gates
- (21) **Damage** caused by or arising from **Malicious Persons** to moveable property in the open except for
- (i) groundsperson's equipment in the grounds of the **Premises** provided that any mechanically or electrically driven equipment is immobilised when not in use
 - (ii) to fixed or unfixed equipment garden decorations and ornaments monuments memorials statues bridges and garden furniture in the grounds of the **Premises**
 - (iii) **Your** signs and nameplates fixed to the **Buildings** or positioned outside but in the immediate vicinity of the **Premises**
- (22) **Damage** caused by or arising from **Theft**
- (i) unless
 - (a) entry to or exit from the buildings of the **Premises** is by forcible and violent means or
 - (b) following actual or threatened assault or violence
 - (ii) to the **Buildings** other than provided for under the Damage to the buildings by theft extension
 - (iii) of moveable property in the open except for
 - (a) groundsperson's equipment in the grounds of the **Premises** provided that any mechanically or electrically driven equipment is immobilised when not in use
 - (b) fixed or unfixed equipment garden decorations and ornaments monuments memorials statues bridges and garden furniture in the grounds of the **Premises**
 - (c) **Your** signs and nameplates fixed to the **Buildings** or positioned outside but in the immediate vicinity of the **Premises**
 - (iv) where **You** or any member of **Your** household or any of **Your** partners or employees are concerned as principal or accessory
- (23) **Damage** to
- (i) glass caused by scratching or chipping or whilst not fixed
 - (ii) glass caused by or traceable to alterations to the **Premises** or in the glass whereby the risk of **Damage** is increased
 - (iii) bulbs or tubes unless the signs in which they are contained are damaged at the same time
 - (iv) glass sanitary fixtures or signs already cracked chipped or scratched at the commencement of the insurance

Basis of settlement

We will pay up to the value of the **Item(s) Insured** at the time of the **Damage** or at **Our** option repair, reinstate or replace the **Item(s) Insured** in accordance with the following

1 Reinstatement

Subject to the following Special conditions the basis upon which the amount payable in respect of property insured under this section (but excluding bed linen stock and **Personal Belongings**) is to be calculated shall be the reinstatement of the property lost, destroyed or damaged

For this purpose "reinstatement" means

- (a) the rebuilding or replacement of property lost or destroyed which provided **Our** liability is not increased may be carried out
 - (i) in any manner suitable to **Your** requirements
 - (ii) upon another site
- (b) the repair or restoration of property damaged

In the case of (a) or (b) to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

Special conditions applicable to this basis of settlement

- 1 If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the property covered by any item subject to this basis of settlement exceeds its sum insured at the time of commencement of any **Damage**, **Our** liability shall not exceed that proportion of the amount of the **Damage** which the said sum insured adjusted for index-linking shall bear to the sum representing the total cost of reinstating the whole of such property at that time
- 2 **Our** liability 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
- 3 No payment beyond the amount which would have been payable in the absence of this basis of settlement shall be made
 - (a) unless reinstatement commences and proceeds without unreasonable delay
 - (b) until the cost of reinstatement shall have been actually incurred
 - (c) if the property insured at the time of its **Damage** shall be insured by any other insurance effected by **You** or on **Your** behalf which is not upon the same basis of reinstatement
- 4 **We** shall not be bound to reinstate exactly or completely any property that is the subject of a claim but only as circumstances permit and in reasonably sufficient manner
We shall not pay out in respect of any one of the **Items Insured** more than its sum insured
- 5 All the terms and conditions of the policy shall apply
 - (a) in respect of any claim payable under this basis of settlement except insofar as they are varied hereby
 - (b) where claims are payable as if this basis of settlement had not been incorporated

2 Day One Basis – non-adjustable

This applies if a Day One figure is shown against an item in the schedule

- 1 **You** have agreed the declared value incorporated in each item to which this extension applies and the premium has been calculated accordingly
“Declared value” means **Your** assessment of the cost of reinstatement of the property insured (as defined in Basis of settlement - Reinstatement) at the level of costs applying at the inception of the **Period of Insurance** (ignoring inflationary factors which may operate subsequently) together with insofar as the insurance by the item provides due allowance for
 - (a) the additional cost of reinstatement to comply with the stipulations defined in the European Union and Public Authorities (including undamaged portions) extension
 - (b) professional fees
 - (c) debris removal costs
- 2 At the inception of each period of insurance **You** shall notify **Us** of the declared value of the property insured by each of the said item(s)
In the absence of such declaration the last amount declared by **You** (adjusted to reflect index-linking) shall be taken as the declared value for the ensuing period of insurance
- 3 In respect of each item to which this extension applies the following replaces Special conditions 1 and 5 of Basis of settlement - Reinstatement
 - 1 Each item insured under this basis of settlement is declared to be separately subject to the following condition of underinsurance namely
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 paragraph 1 of the Day One memorandum) at the inception of the **Period of Insurance** then **Our** liability shall be limited to that proportion thereof which the declared value bears to such cost of reinstatement
 - 5 Where by reason of any of the above Special conditions no payment is to be made beyond the amount which would have been payable under the policy if this basis of settlement had not been incorporated the rights and liabilities of the **Company** and the **Insured** in respect of the **Damage** shall be subject to the terms of the policy including any condition of underinsurance as if this basis of settlement had not been incorporated except that the sums insured shall be increased in proportion with the additional amount charged in respect of this memorandum

3 Donated second-hand goods

The most **We** will pay in respect of **Damage** to second-hand goods is the cost to replace the goods at the time of the **Damage** with similar goods less an allowance for wear and tear

The amount payable will be based on **Your** records of the goods including invoices bills or receipts

Limit of liability

Our liability shall not exceed

- (1) (i) for each **Item Insured**
 - (a) its individual sum insured or
 - (b) any other limit of liability noted in this section or elsewhere in the policy
- (ii) in total the total sum insured for all items
- (2) for the following items the limit specified below will apply unless more specifically mentioned in the schedule

Item	Limit
(i) Groundsperson's equipment in the grounds of the Premises	
(ii) Fixtures including fixed floodlighting and external lighting security equipment fixed to the exterior of the Buildings or in the grounds of the Premises	
(iii) Fixed or unfixed equipment garden decorations and ornaments monuments memorials statues bridges and garden furniture in the grounds of the Premises (other than provided by (i) and (ii) above)	£20,000 in the aggregate for all claims in the Period of Insurance
(iv) Signs and nameplates fixed to the Buildings or positioned outside but in the immediate vicinity of the Premises	
(v) computer systems records	5% of the contents item sum insured any one claim
(vi) prints paintings drawings rare books pieces of tapestry sculptures or other works of art	£5,000 in the aggregate for all claims in the Period of Insurance
(vii) jewellery precious stones or precious metals bullion furs or curiosities	£1,000 in the aggregate for all claims in the Period of Insurance
(viii) the Personal Belongings of the following whilst at the Premises	
(a) directors clerks councillors officials partners employees and Authorised Volunteers	£2,500 per person any one claim
(b) visitors and members	£1,000 any one claim
(c) other persons as shown in the schedule	the limit shown for any one person any one claim

(ix) personal money of those specified in (viii) above	£100 per person any one claim
(x) for wind turbines less than 10kW generating capacity	£20,000 in the aggregate for all claims in the Period of Insurance
(xi) solar panels less than 50kW generating capacity	
(xii) photovoltaic panels less than 50kW generating capacity	

Provided that **Our** liability in any one period of insurance shall not exceed the sum insured for each item or the total sum insured for all items

Irrespective of the number of insured parties **Our** total liability to all the insured parties will not exceed that shown above

Any payment or payments by **Us** to any one or more insured party shall reduce the extent of **Our** liability to all parties by the amount of such payment in respect of any one event giving rise to a claim under this section

Automatic reinstatement of sum insured

The sums insured stated in the schedule will be automatically reinstated by the amount of any claim **We** pay provided that

- (a) **We** have not given **You** notice within 30 days of **You** reporting the **Damage** that **We** will not reinstate the sum insured
- (b) **You** pay any such additional premium as may be required
- (c) **You** complete any improvements to security or other measures **We** may require at the **Premises**
- (d) in respect of **Damage** by theft or attempted theft reinstatement of the sum insured will apply only once during each period of insurance

Memoranda

1 Index-linking

The sum insured by each **Item Insured** (but not extension limits) under this section will be adjusted in accordance with suitable indices selected by **Us**

The annual renewal premium will be amended accordingly

In the event of **Damage** index-linking will continue from the date of **Damage** until the resulting claim is settled but **We** will not pay for increased costs which arise due to unnecessary delay on **Your** part

2 Underinsurance

Unless otherwise shown in the schedule or elsewhere in this policy the sum insured by each **Item Insured** is subject to the following condition of underinsurance

If the property insured by any item of this section shall at the commencement of any **Damage** to such property be collectively of greater value than such sum insured as adjusted for index-linking **You** will be considered as being **Your** own insurer for the difference and shall bear a rateable proportion of the loss accordingly

3 Adjustment of premium

If any part of the premium has been calculated on estimates **You** shall within 30 days from the expiry of each period of insurance supply to **Us** such information as **We** may require

The premium for such period will be adjusted and the difference paid by or allowed to **You** subject to any minimum premium

4 Designation

For the purpose of determining where necessary the heading under which any property is insured **We** agree to accept the designation under which such property has been entered in **Your** books

5 72 hour provision

All individual losses arising out of and directly occasioned by **Storm Flood** or **Earthquake** occurring continuously or intermittently within 72 consecutive hours is deemed to be one event and one **Excess** will apply

The date and time that any such period of 72 hours shall commence shall be set by **Us**

Extensions

The insurance cover provided by this section is extended to include the following

Unless specifically stated otherwise these extensions do not increase **Our** liability as stated in the Limit of liability paragraph to this section

All claims are subject to the appropriate **Excess**

1 Non-invalidating

The cover by this section shall not be invalidated by any act omission or alteration whereby the risk of **Damage** is increased unknown to **You** or beyond **Your** control provided that on becoming aware of this **You** give notice to **Us** as soon as is reasonably possible and pay an additional premium if required

2 Other interests

The interest in the **Buildings** insured by this section of any mortgagees lessors and freeholders of the property is noted

3 Fees

If the **Buildings** are insured architects' surveyors' consulting engineers' and legal fees necessarily and reasonably incurred in the reinstatement of the property insured consequent upon its **Damage** by any cause not specifically excluded under this section but not for preparing any claim it being understood that the amount payable for such **Damage** and fees shall not exceed in the aggregate the sum insured by each item

4 Removal of debris

Costs and expenses necessarily incurred by **You** with **Our** consent in

- (a) removing debris
- (b) dismantling and/or demolishing

(c) shoring up or propping

of the portion or portions of the property insured by the said items destroyed or damaged by any cause not specifically excluded under this section it being understood that the amount payable for such **Damage** and costs incurred under (a) (b) and (c) shall not exceed in the aggregate the sum insured by each item

We will also pay the costs and expenses necessarily incurred by **You** with **Our** consent in removing fallen trees within the grounds of the **Premises**

Provided that

- (1) the trees have fallen as a result of a cause not specifically excluded under this policy and
- (2) the buildings of the **Premises** are damaged by the same cause occurring at the same time and a claim for this **Damage** has been admitted by **Us**

We will not pay for any 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 section

5 Emergency services damage to the grounds

Damage caused by the emergency services at any part of the **Premises** or to insured property for which **You** are responsible but excluding **Damage** caused by police raids

6 European Union and Public Authorities (including undamaged portions)

If the **Buildings** are insured such additional cost of reinstatement of the destroyed or damaged property and undamaged portions 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 bye-laws of any public authority
- (hereinafter referred to as "the Stipulations")

Excluding

- (i) the cost incurred in complying with the Stipulations
 - 1 in respect of **Damage** occurring prior to the granting of this extension
 - 2 in respect of **Damage** excluded or otherwise not insured by this section
 - 3 under which notice has been served upon **You** prior to the happening of the **Damage**
 - 4 for which there is an existing requirement which has to be implemented within a given period
- (ii) the additional cost that would have been required to make good the property lost destroyed or damaged to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen
- (iii) 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 of the property by reason of compliance with the Stipulations

Special conditions applicable to this extension

- 1 The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months after the **Damage** or within such further time as **We** may allow (during the said 12 months) and may be carried out upon another site (if the Stipulations so necessitate) subject to **Our** liability under this extension not being increased

- 2 If **Our** liability under the policy apart from this extension shall be reduced by the application of any of the terms and conditions of the policy then **Our** liability under this extension (in respect of any such item) shall be reduced in like proportion
- 3 The total amount recoverable under any item of the policy under this extension shall not exceed
 - (a) 15% of its sum insured or
 - (b) where the sum insured by the item applies to property at more than one premises 15% of the total amount for which **We** would have been liable had the property insured by the item at the **Premises** where **Damage** has occurred been wholly destroyed
- 4 The total amount recoverable under any item of the policy shall not exceed its sum insured
- 5 All the terms of this policy except insofar as they may be expressly varied shall apply as if they had been incorporated herein

7 Trace and access

The costs and expenses necessarily and reasonably incurred by **You** with **Our** consent in locating the source of **Damage** caused by an escape of oil or water from any fixed water or heating system in the **Buildings** and in subsequent repair of **Damage** caused by locating the source

Limit

£50,000 any one claim

8 Loss of oil gas or water

We will pay for

- (a) loss of metered water from the water or heating system after **Damage** to that system by any cause not otherwise excluded by this policy
- (b) loss of oil (other than covered by (d) below) or gas from the water or heating system after **Damage** to that system by any cause not otherwise excluded by this policy
- (c) the cost of replacing liquid petroleum gas or oil following accidental discharge from the storage container at the **Premises**
- (d) **Theft** of oil from any storage tank used for the heating system at **Your Premises**
- (e) the cost of decontaminating the grounds of **Your Premises** following accidental discharge of oil (not otherwise excluded by this policy) from any oil fired heating installation or storage tank

The most **We** will pay under (a) is £10,000 any one claim and £50,000 in the aggregate in any one period of insurance

The most **We** will pay under (b) or (c) is £5,000 any one claim

The most **We** will pay under (d) is £5,000 in any one **Period of Insurance**

The most **We** will pay under (e) is £25,000 any one claim

9 Sale of the building

If the **Buildings** are insured the interest of the purchaser in the insurance by this section for the period from the written offer and acceptance or exchange of contracts until completion of the sale is noted

Provided that

- (a) the **Buildings** are not insured elsewhere for the benefit of the purchaser
- (b) the purchaser complies with and is bound by the terms of the policy

10 Raffle prizes and donated goods

Damage by any cause not otherwise excluded by this policy to raffle prizes and donated goods to be used for fund-raising events including whilst at the home of a director trustee employee or **Authorised Volunteer**

Limit

£5,000 any one claim

£2,500 any one item

11 Deterioration of refrigerated stock

If **Contents** are insured **Damage** to the contents of chill or deep freeze food units as a result of failure of the unit failure of the electricity or gas supply or contamination from refrigerant or refrigerant fumes

In addition **We** will pay if incurred the necessary and reasonable cost of hiring temporary alternative freezing space

Excluding

- (a) **Damage** caused by **Your** failure to pay for the electricity or gas supply or the deliberate withholding or restricting of supplies by any public utility supplier
- (b) **Damage** to freezer contents where the freezer or compressor is more than 15 years old unless the refrigeration unit is the subject of a current manufacturer's guarantee or an annual maintenance contract
- (c) the **Excess** specified in the schedule

Limit

£5,000 for the contents of any unit and £20,000 in the aggregate in any one **Period of Insurance**

12 Temporary storage

The necessary and reasonable costs incurred by **You** as a tenant for the temporary storage of **Contents** following **Damage** to the buildings by any cause not otherwise excluded by this policy

Provided that there is no other insurance in force

Limit

£25,000 in any one **Period of Insurance**

13 Damage to the buildings by theft

Where **Theft** is included the insurance extends to include

- (a) repairs to the **Buildings** following **Theft** of the fabric of the **Buildings** excluding following the theft of external metal provided that the **Buildings** are insured under this section
- (b) repairs to the **Buildings** following **Theft** of external metal provided that the **Buildings** are insured under this section
- (c) **Damage** to the **Buildings** caused by **Theft** of **Contents** provided that the **Contents** are insured under this section
- (d) **Damage** to **Buildings** and **Contents** (if insured under this section) directly caused as a result of the entry of rainwater following the theft or attempted theft of the fabric of the **Buildings** including external metal

Excluding **Damage**

- (i) when scaffolding is erected at the **Premises** unless **We** have agreed in writing to continue cover
- (ii) to any building which is **Unoccupied**

14 Lock replacement following loss or theft of keys

If **Contents** are insured the reasonable costs incurred in gaining access to the **Premises** and/or replacing locks at the **Premises** including locks of safes or strongrooms in the **Premises** if keys are stolen or lost

Limit

£5,000 in any one **Period of Insurance**

15 Clearing of drains

The reasonable costs incurred by **You** for clearing or repairing drains gutters sewers and the like for which **You** are responsible incurred as a direct result of **Damage** by any cause not otherwise excluded by this policy

Limit

£50,000 any one claim

16 Extinguisher and alarm resetting expenses

The reasonable costs incurred by **You** in refilling fire extinguishing appliances replacing sprinkler heads and resetting fire or intruder alarm systems solely in consequence of their activation following **Damage** to property insured under this section

17 Loss avoidance measures

The reasonable costs incurred by **You** in taking reasonable but exceptional measures to prevent or mitigate impending **Damage** to the **Item(s) Insured** by any cause not otherwise excluded by this policy

Provided that

- (a) if **Damage** had occurred it would have resulted in a claim that would have been accepted by **Us** under this section of the policy
- (b) **We** are satisfied that **Damage** has been prevented or mitigated by means of the exceptional measures
- (c) the terms conditions and exclusions of this section and the policy apply as if **Damage** had occurred
- (d) the amount **We** will pay will be no greater than the cost of **Damage** which would have otherwise occurred

Limit

£10,000 any one occurrence or series of events arising out of one occurrence

18 Property away from the premises

- (a) **Contents** whilst temporarily removed for cleaning renovation repair or other similar purposes to any premises and in transit to or from such locations within the **Geographical Limits**
- (b) **Personal Belongings** belonging to persons detailed in part (4) of **Contents** whilst they are engaged in **Your Business** anywhere in the **Geographical Limits** (or other area if shown in the schedule) unless more specifically insured elsewhere in this section

- (c) **Contents** comprising unspecified items other than **Personal Belongings** situated anywhere in the **Geographical Limits** (or other area if shown in the schedule) unless more specifically insured elsewhere in this section

Limit

The most **We** will pay under (b) is £250 for any one item and £500 for any one person

The most **We** will pay under (c) is £1,000 for any one claim

The most **We** will pay under (b) and (c) in the aggregate in any one period of insurance is £5,000

- (d) Items specified in the schedule are covered whilst at the location stated in the schedule up to the sum insured shown for each item

The limits in respect of (d) are in addition to the **Contents** sums insured stated in the schedule

Excluding **Damage**

- (i) to a trailer or caravan whilst attached to or being towed by a motor vehicle
- (ii) by **Theft** from any unattended vehicle unless
 - (1) the vehicle is locked at all points of access
 - (2) there are visible signs of forcible and violent entry to the vehicle
 - (3) the property (unless permanently fixed in position) is out of sight

19 Archaeological costs

Definitions specific to this extension

Archaeological Rescue Work

means any archaeological exercise concerned with the recording of information which would otherwise be lost or in danger of being lost

Archaeological Research Work

means any other archaeological exercise

The on-site costs of **Archaeological Rescue Work** (including the recording of standing and collapsed fabric and damaged floor surfaces but not the excavation of below-ground deposits) necessarily and reasonably incurred with **Our** consent as a result of **Damage** to the **Buildings** by any cause not otherwise excluded by this policy

Excluding

- (i) the costs of any **Archaeological Research Work** which may be enabled or facilitated as a result of **Damage** but which is not a necessary part of the process of repair conservation or rebuilding
- (ii) the costs of analysis of data subsequent to **Archaeological Rescue Work** (except insofar as such costs are a necessary and integral part of the process of repair conservation or rebuilding)
- (iii) the costs of conservation or scientific analysis of materials or objects retrieved in the course of an archaeological exercise

Limit

£250,000 any one claim

20 Green clause

Where following **Damage** to **Buildings** by any cause not otherwise excluded by this policy **You** elect with **Our** consent to rebuild the **Premises** in a manner that aims to reduce potential harm to the environment or improve energy efficiency (beyond the minimum standard required to comply with European Community or Building or other Regulations under or framed in pursuance of any Act of Parliament or bye-laws of any public authority) **We** will pay these rebuilding costs

Provided that

- 1 this shall not include any works or materials that in **Our** view increases the risk of future **Damage** or increases the potential extent of future **Damage**
- 2 if **You** elect not to rebuild the **Premises** then this clause will not apply
- 3 if **Our** liability is reduced by the application of any terms or conditions of this policy **Our** liability under this extension will similarly be reduced

Excluding

- (i) the costs of work that prior to the **Damage**
 - (a) **You** had already planned to carry out or
 - (b) **You** had been notified to carry out by any relevant authority
- (ii) any additional costs for replacing undamaged property
- (iii) the amount of any charge tax or assessment arising out of capital appreciation arising from the works funded by this extension

Limit

Our liability under this extension shall not exceed

- (i) 10% of any one claim or
- (ii) 10% of the sum insured or
- (iii) £500,000

whichever is the lower

21 Removal of wasp bee or hornet nests

We will pay the costs incurred by **You** in removing wasp bee or hornet nests from the **Buildings**

Limit

£500 any one claim

22 Contractors' interest

Where **You** are required to insure the **Buildings** in the joint names of **You** and any contractor or sub-contractor under the terms or conditions of any contract covering works at the **Buildings** the interest of the contractor or sub-contractor is noted provided that **You** notify **Us** of any single contract valued at £100,000 or more in advance of the start date of the works and pay any additional premium **We** may require

The following extensions 23 to 26 increase the sums insured that apply but only to the extent stated

23 Minor contract works

Explanatory notes (not forming part of the policy)

- 1 *If you have decided not to include the Terrorism section under this policy then the full insurance requirements of the building contract may not be met. We may be able to extend your insurance to include Terrorism or you can ask your architect to reduce the requirements of the building contract with the agreement of all parties.*
- 2 *Please remember that if your policy is not renewed with us there will be no cover for the building works if they should continue beyond the period of cover.*

Definitions specific to this extension

All Risks

means all risks of **Damage** other than as specifically excluded by this section of the policy

Contractor(s)

shall have the meaning attached to them in the **Insured Contract**

Contract Works

means the permanent works and the temporary works executed in performance of the **Insured Contract** including all unfixed materials and goods delivered to placed on or adjacent to the permanent or temporary works and intended for incorporation in them in performance of the contract at the **Premises**

Excluding tools contractors plant and equipment site huts and other temporary accommodation and their contents

Insured Contract

means any JCT minor standard or intermediate building contract in which **You** are the employer and are required to take out a joint names policy

or

any similar contract with **Our** written agreement

Provided that

- (i) the value of the contract does not exceed £100,000
- (ii) where one project at the **Premises** comprises a series of separate contracts a limit of £100,000 applies in the aggregate to all the contracts involved

Specified Perils

means fire lightning explosion storm tempest flood escape of water from any water tanks apparatus or pipes aircraft and other aerial devices or articles dropped from them riot civil commotion and earthquake

Cover

We will include any **Contract Works** in respect of repairs alterations and extensions to existing building structures for **Specified Perils** or **All Risks** as required by the **Insured Contract**

Provided that

- (a) the **Buildings** are insured under this section against all of the **Specified Perils**
- (b) **Our** liability inclusive of all professional fees and VAT where applicable shall not exceed £100,000 in respect of the **Contract Works**

For the purposes of this extension the insurance is considered to be in the joint names of **You** and the **Contractor** but only in so far as this is required under the terms of the **Insured Contract** for

- (a) the existing structures and any **Contents** for which **You** are responsible
- (b) the **Contract Works**

Off-site storage

Cover extends to include materials or goods designated to be included in the **Contract Works** whilst temporarily held in store away from the contract site but not while they are being worked upon

Limit

£7,500 any one storage site

Excluding

- (a) **Damage to**
 - (i) deeds bonds bills of exchange promissory notes cash bank notes cheques securities for money or stamps
 - (ii) any craft designed to travel in on or through water air or space
 - (iii) any property (including that being altered or repaired) which already existed at the time of the commencement of the **Insured Contract** other than unfixed materials and goods intended for incorporation within the **Insured Contract**
 - (iv) the permanent works or any part thereof in respect of which a certificate of completion has been issued by or to the **Insured** or which has been completed and handed over to or taken into use with the permission of the **Insured** for a purpose other than for the performance of the **Insured Contract**
- (b) penalties under the **Insured Contract** for delay or non-completion or consequential loss of any nature except as specifically provided for under this extension

24 Seasonal stock increase

In respect of additional **Stock** and consumable stock not for sale **You** have purchased for any exhibition festival or fund-raising event **We** will increase the sums insured by this section in the aggregate by an additional £10,000

Provided that such increases shall not exceed a period of 60 days for any one exhibition festival or event

25 Capital additions

Under the Buildings and Contents items

- (a) alterations and additions to the property insured but not in respect of any appreciation in value
- (b) newly acquired property so far as it is not otherwise insured anywhere in the **Geographical Limits**

Provided that

- 1 at any one situation this cover shall not exceed 10% of the total sum insured on such property or £500,000 in respect of both **Buildings** and **Contents** whichever is the less
- 2 **You** undertake to give details of such extension of cover as soon as practicable and to effect specific insurance and pay any additional premium that is required from the date of the alteration addition or acquisition

26 Bequeathed property

Damage to material property anywhere in the **Geographical Limits** bequeathed to **You**

Cover is operative from the commencement date of **Your** interest in the material property

Within three months of legal title of such property passing to **You** **You** must either notify **Us** about the property and arrange for it to be specifically insured by this policy (or any other policy with **Us**) or arrange for it to be insured elsewhere

If **You** arrange to insure such property with **Us** any additional premium payable shall be calculated from the date the legal title of the property passed to **You**

Limit

- (a) For buildings shall not exceed 10% of the **Buildings** sum insured or £250,000 whichever is the less any one bequest

- (b) All other bequeathed property shall not exceed
- (i) £50,000 any one bequest
 - (ii) a single article limit of £5,000

Excluding

- (i) motor vehicles licensed for road use or their accessories trailers caravans watercraft or aircraft
- (ii) property insured under any other policy
- (iii) cash or money instruments of any description whether negotiable or non-negotiable

27 Fly tipping

Costs and expenses necessarily and reasonably incurred by **You** in clearing treating and removing anything illegally or maliciously deposited at the **Premises**

This cover will not apply in respect of any **Unoccupied Building**

Limit

£1,000 any one claim

£2,500 in the **Period of Insurance**

28 Trees

The costs of felling lopping or removing trees which represent an immediate threat to the safety of life

Provided that the threat

- (1) is due to a sudden and unforeseen event
- (2) is not as a result of a cause specifically excluded under this policy

Limit

£1,000 any one claim

£2,500 per **Premises** in any one **Period of Insurance**

29 Unauthorised use of utilities

The cost of metered water oil electricity or gas for which **You** are legally responsible arising from its unauthorised use by persons taking or keeping possession or occupying the **Buildings** without **Your** authority provided that the **Buildings** are inspected weekly by a responsible person on **Your** behalf and all practicable steps are taken to terminate such unauthorised use as soon as it is discovered

Limit

£5,000 any one claim

£10,000 in the **Period of Insurance**

30 Office equipment

If **Contents** are insured **We** will pay for **Damage** to office contents owned by **You** whilst kept at any of **Your** employees' homes within the **Geographical Limits**

Provided that no payment is made for the same claim under any other policy

Limit

£2,500 any one item

Optional extension

This extension does not increase **Our** liability as stated in the Limit of liability paragraph to this section

31 Subsidence

(only applicable if stated as insured in the schedule)

Notwithstanding exclusions 15 and 18 of this section the insurance is extended to include **Subsidence** excluding **Damage**

- (a) to bridges boundary walls gates fences piping ducting cables wires and associated control gear and accessories yards car parks roads and pavements storage tanks artificial playing surfaces and swimming pools unless also resulting in **Damage** to a building insured under this policy
- (b) to **Contents** and **Stock** unless caused by **Landslip**
- (c) caused by or consisting of
 - (i) **Settlement**
 - (ii) coastal or river erosion
- (d) caused by defective design or workmanship or the use of defective materials
- (e) caused by **Fire Earthquake** or **Escape of Water**
- (f) which originated prior to the inception of cover
- (g) resulting from
 - (i) demolition construction structural alteration or repair of any property
 - (ii) groundworks or excavationat the same **Premises**

Special condition applicable to this extension

You shall notify **Us** immediately **You** become aware of any demolition groundworks excavation or construction being carried out on any adjoining site

We shall then have the right to vary these terms or cancel this cover

Section 2 – Fine art and collections

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

Definitions

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

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

Agreed Value

means the value agreed by **You** and **Us** for the purpose of this policy

No representation is made by **Us** that those values represent the **Market Value** or any other basis of value

Art

means anything that could be bought or sold at a reputable auction house including but not limited to

- (a) paintings works on paper **Exhibits** tapestries rugs antique guns furniture sculpture ceramics gold silver or gold and silver plated items architectural features
- (b) collectibles including glass clocks barometers coins stamps medals antiques and wine

Excluding **Jewellery/Watches/Furs**

Depreciation

means the reduction in value of an item caused directly by **Damage** to the item and arrived at with reference to the full insured value of the item as per the basis of settlement and its condition prior to the **Damage**

Exhibits

means any temporary or permanent item or items held in **Your** collections as listed in the schedule

Jewellery/Watches/Furs

means jewellery watches gemstones pearls items of gold or silver or other precious or semi-precious metal and/or articles comprising them designed to be worn on the person and furs

Market Value

means the price a willing buyer would pay to a willing seller with good title at the place the item was located immediately prior to the loss after a reasonable period for marketing taking into account the state of the market for goods of that type and the size and condition of the goods

Temporary

means for a period not exceeding 90 days

Cover

We will indemnify **You** in accordance with the Basis of settlement following **Damage** to an item of **Art** and **Jewellery/Watches/Furs** as detailed in the schedule belonging to **You** or for which **You** are legally responsible or which are entrusted to **You** occurring during the **Period of Insurance** whilst at the **Premises** or whilst at other locations agreed by **Us**

Exclusions

We shall not be liable for

- (1) **Damage** or expense caused by or resulting from theft fraud or dishonesty committed by any of **Your** directors clerks councillors employees or **Authorised Volunteers** or anyone to whom **Your Art** is consigned or otherwise directly or indirectly entrusted or loaned
- (2) items kept in the open grounds of the **Premises** unless specifically declared to **Us** as such and agreed by **Us** at the applicable premium
- (3) **Damage** to the property insured whilst in any building which is **Unoccupied**
- (4) mysterious disappearance or unexplained loss
- (5) **Damage** or expense caused by or resulting from
 - (a) natural ageing gradual deterioration inherent vice latent defect rust or oxidation **Vermin** warping or shrinkage mould fungus mildew corrosion or the intrinsic nature of the subject matter insured
 - (b) smoke damage caused by smog agricultural or industrial work or any gradual cause
 - (c) aridity humidity exposure to light or extremes of temperature unless such **Damage** is caused by **Storm** frost or **Fire** or another sudden unforeseen event
 - (d) any process or alteration refurbishment repair maintenance dismantling restoration decoration heating drying cleaning washing or dyeing
 - (e) misuse of any property insured under this section
- (6) **Damage** attributable solely to change in the water table level
- (7) **Damage** to information on computer systems or other records programs or software resulting from accidental or malicious erasure loss distortion or corruption or from any unidentifiable cause or any consequential loss resulting therefrom

Basis of settlement

- (1) **Art**
 - (a) The basis of valuation for settlement of any total loss covered will be
 - (i) for **Art** individually listed the **Agreed Value** shown in the schedule
 - (ii) for **Art** not individually listed the **Market Value** immediately prior to the loss up to £30,000 for any one item pair or set
 - (iii) for **Art** loaned to **You We** will pay the value specified in the Loan Agreement
 - (b) In the event of partial **Damage** to any **Art** the amount payable will be the cost of restoration plus any resulting **Depreciation** but not exceeding the full insured value of the **Art** valued as in (1)(a) above as applicable
- (2) **Jewellery/Watches/Furs**
 - (a) The basis of valuation for settlement of any total loss covered will be
 - (i) for **Jewellery/Watches/Furs** individually listed in the schedule the value listed or the market value immediately prior to the loss whichever is the less
 - (ii) for **Jewellery/Watches/Furs** not individually listed in the schedule the **Market Value** immediately prior to loss up to £17,500 for any one item pair or set
 - (b) In the event of partial **Damage** to any **Jewellery/Watches/Furs** insured **We** will pay the cost of repair plus any resulting **Depreciation** but not exceeding the full insured value of that item as in (2)(a) above as applicable

At **Our** option **We** may arrange the repair

Any disagreements as to the **Market Value** are to be resolved in accordance with the General condition 'Arbitration'

Following **Damage** to any item which has an increased value because it forms part of a pair or set the amount **We** shall pay will take into account the loss in overall value

Limit of liability

Our liability in the **Period of Insurance** shall not exceed

- (a) the sum insured for each item shown in the schedule or
 - (b) any other limit of liability in this section
- and
- (c) in total shall not exceed the total sum insured for all items

Extensions

The insurance by this section is extended to include the following

Unless specifically stated otherwise these extensions do not increase **Our** liability as stated in the Limit of liability paragraph

1 New acquisitions

The limit provided by this extension is in addition to the sums insured stated in the schedule

New acquisitions of **Art Jewellery/Watches/Furs** acquired during the **Period of Insurance** provided that **You** notify **Us** within 60 days of the acquisition and pay any additional premium as may be required from inception of the cover

We may cancel cover for new acquisitions by notifying **You** in writing within 14 days of receiving notification and giving 7 days' notice

Limit

10% of the total sum insured on such property or £250,000 whichever is the lower any one claim

2 Defective title

The limit provided by this extension is separate from the sums insured stated in the schedule

We will indemnify **You** for claims made against **You** arising from **Your** purchase of **Art** for which the vendor had defective or no title or on which a charge or encumbrance had been placed prior to the purchase of which **You** were not aware and should not have been aware after making reasonable enquiry

Providing always that

- (i) the purchase was made after the date **You** first insured **Your Art** with **Us** under this policy
- (ii) the claim is made against **You** during the **Period of Insurance**
- (iii) **You** do not commence any litigation or other legal process without **Our** consent and **You** inform **Us** immediately upon becoming aware of any title issues and do not initiate or respond to any related letter or other communication without **Our** consent

- (iv) **We** have the right to take over the conduct of the litigation if **We** wish and settle on such terms as the lawyer instructed advises are reasonable
- (v) if **You** are required to relinquish possession of the **Art** to another party **We** will pay the amount that **You** paid to purchase the **Art**
- (vi) if **You** are required to pay damages to another party **We** will pay the amount of those damages up to the **Market Value** of the item at the time of payment

Limit

£500,000 including legal costs in the **Period of Insurance**

3 Restoration and framing

Notwithstanding exclusion 5(d) if any **Damage** occurs which is caused by a professional conservator restorer or framer **We** will pay the reasonable cost of repair and any **Depreciation** directly caused by the **Damage**

Provided that **Our** liability under this extension shall not exceed the value of the individual item and in the aggregate the sum insured for **Art**

4 Work in progress

We will cover uncompleted works of **Art** and **Jewellery/Watches/Furs** by an artist commissioned by **You** which are damaged prior to completion or which cannot be completed due to the artist's death

We will pay for the costs **You** have incurred for the materials and supplies for the artist and the contracted costs for labour

Limit

For any one claim **We** will not pay more than the amount of non-recoverable deposits or the full commission price if pre-paid

The most **We** will pay is £30,000 in the aggregate in any one **Period of Insurance**

5 Temporary removal

Art and **Jewellery/Watches/Furs** whilst away from the **Premises** for a **Temporary** period at locations shown in the schedule and in transit

Limit

- (i) for **Art** is £5,000,000 or the sum insured for **Art** whichever is the less
- (ii) for **Jewellery/Watches/Furs** is £15,000 in the aggregate in any one period of insurance
- (iii) in respect of losses from unattended vehicles for **Art** and **Jewellery/Watches/Furs** £10,000 in the aggregate in any one period of insurance provided that
 - (a) the vehicle is locked at all points of access and alarmed
 - (b) there are visible signs of forcible or violent entry to the vehicle
 - (c) the property is out of sight in a locked compartment or locked boot within the vehicle

When in transit it is a **Condition Precedent to Liability** that **You** comply with the Transit condition

6 Emergency evacuation

- (a) The reasonable cost with **Our** agreement of moving **Your Art and Jewellery/Watches/Furs** to and from and keeping them in secure storage if **Your Premises** become unoccupied due to sudden loss of or damage to **Your Premises** or
- (b) A statutory or regulatory body prohibits occupation or use of **Your Premises**

until either the loss or damage is rectified or the local authority allows **You** to occupy **Your Premises** again

Conditions

1 Recovered property

Following payment of the full amount insured for any **Art or Jewellery/Watches/Furs** title passes legally to **Us**

However if **We** recover any of **Your** property after **We** have paid a claim **We** will contact **You** and **You** can buy it back from **Us** within 60 days

We will charge

- (a) the amount **We** paid for **Your** claim plus interest and any recovery cost and expenses or
- (b) the **Market Value** of the item at the time **We** recover it

whichever is the less

2 Art – loaned items

- (a) In respect of **Art** loaned to **You** values for the purpose of this policy should be agreed between **You** and the owner before the loan is accepted and should be documented in a Loan Agreement complying with paragraph (b) below

Anything first loaned to **You** after the inception of this policy with no Loan Agreement will not be covered under this policy unless specifically agreed by **Us** in writing

- (b) Loan Agreements must incorporate the following
 - (i) the name of the owner
 - (ii) a statement specifying which party shall be responsible for any loss or damage and when risk transfers
 - (iii) a description of each item of **Art** loaned
 - (iv) the loan value of each item of **Art** consigned as agreed between **You** and the owner

3 Consignment of art

Items of **Art** loaned to **You** must not be given to any third party without the written approval of the owner of the **Art**

If there is a breach of this condition **We** will not pay any claim arising whilst the **Art** is out of **Your** possession (with the exception of specialist transporters art handlers conservators framers and specialist photographers)

4 Transit

All items must be packed securely and adequately when being transported

When property insured is being transported and the combined value of all items exceeds £10,000 then the following conditions apply

- (a) Transits by air must either
 - (i) be transported by **You** or **Your** employee as hand luggage and at all times be kept in sight or
 - (ii) be transported as air cargo with enhanced security control by the airline
- (b) Transits by road must either
 - (i) be transported by **You** or **Your** employee in a vehicle under control of **You** or **Your** employee kept out of sight at all times and all entry points of the vehicle must be locked when not in use or
 - (ii) be transported by a professional Fine Art carrier

For any other transit not detailed above **You** must inform **Us** in advance and **We** must agree in writing to the security in place during transit

Section 3 – Business interruption

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

Definitions

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

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

Adjusted

means adjusted as necessary to provide for the trend of the **Business** and any other circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred so that the adjusted figures represent as near as possible the results which would have been obtained during the relative period after the **Damage** had the **Damage** not occurred

Annual Rent Receivable or Annual Revenue

means the **Rent Receivable** or **Revenue** during the 12 months immediately before the date of the **Damage Adjusted**

Computer Equipment

means equipment that is electronic computer or other data processing equipment including all forms of electronic magnetic and optical tapes and discs for use in any electronic computer or electronic data processing equipment software and peripherals used in conjunction with such equipment belonging to **You** or for which **You** are responsible

Damage

means unless stated otherwise in the schedule destruction or damage by any cause not specifically excluded under the Property damage section

For the purpose of this section the definition of **Damage** shall also include explosion of any boiler or economiser on the **Premises**

Estimated Revenue or Estimated Rent Receivable

means **Your** estimate of or **Revenue** or **Rent Receivable** which **You** anticipate the **Business** will earn during the financial year most closely corresponding with the **Period of Insurance** (proportionately increased if the maximum indemnity period exceeds 12 months)

Indemnity Period

means the period beginning with the occurrence of the **Damage** and ending not later than the expiry of the maximum indemnity period during which the results of the **Business** are affected as a result of the **Damage**

Rent Receivable

means the amount of the rent and service charges received or receivable from the letting of the **Premises**

Revenue

means the money paid or payable to **You** for services rendered in the course of the **Business** at the **Premises** less any expenses shown as excluded on the schedule

Standard Rent Receivable or Standard Revenue

means the **Rent Receivable** or **Revenue** during the period corresponding with the **Indemnity Period** in the 12 months immediately before the date of the **Damage** proportionately increased where the maximum indemnity period exceeds 12 months **Adjusted**

Suppliers

means suppliers to **You** of goods or services other than electricity gas water or telecommunications services

Cover

If any property used by **You** at the **Premises** suffers **Damage** during the **Period of Insurance** and as a result the **Business** at the **Premises** is interrupted or interfered with **We** will pay to **You** for each item in the schedule the amount of loss as a result of the interruption or interference in accordance with the Basis of settlement

Provided that at the time of the **Damage** there is insurance in force covering **Your** interest in the property at the **Premises** against **Damage** and payment shall have been made or liability admitted under that insurance (but this proviso shall not apply if no payment is made solely due to an **Excess**)

Exclusions

We shall not be liable in respect of any loss resulting from interruption of or interference with the **Business** carried on by **You** at the **Premises** as a result of anything which is excluded under the Property damage section other than the consequential loss of any kind exclusion

Basis of settlement**Revenue or Rent receivable items**

The amount payable is limited to

- (a) loss of **Revenue** or loss of **Rent Receivable**
Your schedule will show if **Revenue** includes or excludes donations and grants
- (b) additional expenditure occurring during the **Indemnity Period** and the amount payable as indemnity shall be
 - (i) for loss of **Revenue** or **Rent Receivable** the amount by which the **Revenue** or **Rent Receivable** during the **Indemnity Period** shall as a result of the **Damage** fall short of the **Standard Revenue** or **Standard Rent Receivable**
 - (ii) additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in loss of **Revenue** or **Rent Receivable** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage** but not exceeding the amount of the reduction in **Revenue** or **Rent Receivable** avoided

less any sum saved during the **Indemnity Period** for such expenses of the **Business** payable out of **Revenue** or **Rent Receivable** which cease or are reduced as a result of the **Damage**

Provided that the amount payable shall be proportionately reduced if the sum insured by the relevant item is less than the appropriate

- (a) **Annual Revenue** or
- (b) **Annual Rent Receivable**

or a proportionately increased multiple of the above where the maximum indemnity period exceeds 12 months

If the sums insured are declaration-linked the above provision does not apply and **Our** liability for any **Estimated Revenue** or **Estimated Rent Receivable** shall not exceed 133⅓% of the estimated figure shown in the schedule

In the absence of written notice by **You** or **Us** to the contrary **Our** liability shall not be reduced by the amount of any loss provided that **You** pay the appropriate additional premium for such automatic reinstatement of cover

Additional cost of working items

The amount payable is limited to additional cost of working occurring during the **Indemnity Period** and the amount payable as indemnity shall be the additional expenditure necessarily and reasonably incurred in order to minimise any interruption or interference with the **Business** during the **Indemnity Period**

We shall not pay more than 33⅓% of the sum insured during the first quarter of the maximum indemnity period and not more than an equal proportion of the balance of the sum insured payable per month in the remainder of the maximum indemnity period

Limit of liability

Our liability shall not exceed the sum insured for each item or any other limit of liability stated in this section and in total **Our** liability shall not exceed the total sum insured for all items unless expressly varied in this section

Memoranda

1 Alternative trading clause

If during the **Indemnity Period** services are provided goods are sold or the **Business** is conducted elsewhere than at the **Premises** for the benefit of the **Business** either by **You** or by others on **Your** behalf the money paid or payable for such services sales or rent will be taken into account in arriving at the **Revenue** or **Rent Receivable** during the **Indemnity Period**

2 Professional accountants' charges

Any details contained in **Your** business books which are requested by **Us** for the purpose of dealing with **Your** claim can be produced by **Your** professional accountants and their report shall be accepted as evidence of these details

We will pay to **You** the reasonable charges payable by **You** to **Your** professional accountants for producing these details or any other information requested by **Us**

The sum of amount payable under this clause and the amount otherwise payable under this section shall not exceed the sum insured

3 Payments on account

Payments on account will be made during the **Indemnity Period**

4 Current cost accounting

Any adjustments implemented in current cost accounting shall be disregarded

5 Value Added Tax

To the extent that **You** are accountable to the tax authorities for Value Added Tax all terms in this section shall be exclusive of such tax

Extensions

The insurance cover provided by this section is extended to cover loss resulting from interruption of or interference with the **Business** carried on by **You** at the **Premises** as a result of the following

Unless specifically stated otherwise these extensions do not increase **Our** liability as stated in the Limit of liability paragraph to this section

1 Prevention of access - Damage

Access to or use of the **Premises** being prevented or hindered by **Damage** to neighbouring property

Excluding

- (a) any loss covered under the Utilities extension
- (b) any period when access to the **Premises** was not prevented or hindered

2 Prevention of access – Non-damage

The prevention of access to the **Premises** as a direct consequence of

- a. a road traffic collision
- b. a gas or water leak

Excluding any loss or any period of loss

- i. where the incident as described above is greater than 1 mile from the **Premises**
- ii. where police or fire and rescue services or a recognised utility company do not impose a cordon or restriction that prevents access
- iii. where access is hindered but not prevented
- iv. following a road traffic collision where access is prevented whilst awaiting or during highway repairs
- v. caused by consisting of contributed to by or arising from pollution or contamination
- vi. of less than 8 hours
- vii. more specifically insured by any other extension of this policy

Limit

£10,000 any one claim and in total in the **Period of Insurance**

The maximum indemnity period under this extension will not exceed 3 months

3 Utilities

Damage at any

- (a) generating station or sub-station of **Your** electricity supplier
- (b) land-based premises of **Your** gas supplier or any directly linked natural gas producer
- (c) water works or pumping station of **Your** water supplier
- (d) land-based premises of **Your** telecommunications services provider

4 Suppliers' extension

Damage at the site of the following all within the **Geographical Limits**

- (a) Any **Supplier** specified in the schedule up to the limit shown against their name
If the limit is expressed as a percentage this is a percentage of the relevant sum insured or a percentage of 133⅓ of the relevant Estimate but not exceeding £100,000 any one incident
- (b) Unspecified **Suppliers**

Limit

£50,000 any one incident

5 Storage sites

Damage at the site of the following all within the **Geographical Limits**

- (a) Any of **Your** storage sites specified in the schedule up to the limit shown against their name
If the limit is expressed as a percentage this is a percentage of the relevant sum insured or a percentage of 133⅓ of the relevant Estimate but not exceeding £100,000 any one incident
- (b) Any of **Your** unspecified storage sites

Limit

£50,000 any one incident

6 Customers' extension

Damage at the site of the following all within the **Geographical Limits**

- (a) Any of **Your** customers specified in the schedule up to the limit shown against their name
If the limit is expressed as a percentage this is a percentage of the relevant sum insured or a percentage of 133⅓ of the relevant Estimate but not exceeding £50,000 any one incident
- (b) Any of **Your** unspecified customers

Limit

£15,000 any one incident

7 Failure of supply

Failure of the supply to **Your Premises** of electricity gas or water

Excluding

- (i) the deliberate act of the supplier in withholding or restricting supply
- (ii) any restriction caused by strikes or labour disputes
- (iii) any restriction of use of less than 4 hours
- (iv) drought

- (v) other atmospheric and weather conditions unless failure is due to **Damage** caused by such conditions
- (vi) any loss resulting from **Damage** to overhead cables unless occurring within 1 mile of the **Premises**

Limit

£25,000 any one incident

8 Failure of telecommunication services

Failure of the telecommunication services at the **Premises** following **Damage** of or to telecommunications property anywhere in the **Geographical Limits**

Excluding

- (i) any restriction of use of less than 4 hours
- (ii) the failure of any telecommunication services received via satellite
- (iii) any restriction caused by strikes or labour disputes

Limit

£10,000 any one incident

9 Reinstatement of Data

Unless more specifically insured **We** will pay costs necessarily and reasonably incurred by **You** in reinstating data that is lost or damaged as a consequence of **Damage** to **Computer Equipment** at **Your Premises**

Providing that

- (a) **Our** liability is limited solely to the cost of reinstating data to any form of electronic magnetic and optical tapes and discs for use in any electronic computer or electronic data processing equipment
- (b) **We** shall not be liable for any losses discovered later than 180 days after the loss occurred
- (c) **We** shall not be liable for loss or damage to software
- (d) **We** shall not be liable under this extension for costs more specifically described under Computers - Increased Cost of Working extension

Limit

£25,000 in any one **Period of Insurance**

Special condition – Back-up records

It is a **Condition Precedent to Liability** that **You** shall maintain a minimum of 2 generations of verified back-up computer records taken at intervals no less frequently than 48 hours one copy as a minimum being held off site and take all reasonable precautions to store and maintain records in accordance with the maker's recommendations

10 Computers - Increased Cost of Working

Unless more specifically insured **We** will pay costs necessarily and reasonably incurred by **You** for the sole purpose of avoiding or diminishing interruption or interference to **Your** computer operations as a consequence of **Damage** to **Computer Equipment** at **Your Premises**

Limit

£25,000 in any one **Period of Insurance**

11 Exhibition and other venues

Damage

- (a) occurring at any premises not in **Your** occupation within the **Geographical Limits** where **You** are holding or participating in an event or exhibition
- (b) to **Your** property for use in connection with the event or exhibition whilst anywhere within the **Geographical Limits** including whilst in transit by road rail or inland waterway

Limit

£10,000 any one incident

12 Book debts

If following **Damage** to **Your** records at the **Premises You** are unable to trace outstanding debit balances owed to **You We** will indemnify **You** for such loss as follows

- (a) **We** will pay the difference between the total outstanding debit balances and the total of the amounts received or traced for such balances
- (b) **We** will pay additional expenditure incurred with **Our** previous consent in tracing and establishing customers' debit balances after the **Damage**
- (c) **We** will pay for reasonable professional accountants' charges necessarily incurred in providing any evidence required by **Us** in support of a claim

Excluding loss arising from misfiling erasure distortion deliberate falsification of business records abnormal conditions of trade or from bad debts

Limit

£50,000 (plus any additional book debts sum insured shown in the schedule) any one claim

Special condition

It is a **Condition Precedent to Liability** under this extension that **You** keep a record of the total amount outstanding in customers' accounts as at the end of each month and within 30 days of the end of each month deposit this record in a building other than that in which the original records are kept

13 Food poisoning defective sanitation vermin murder or suicide

The prevention or restriction of access to or closure of the **Premises** on the order or advice of the Police Environmental Health or other similar enforcement agency as a direct consequence of

- (a) any injury or illness sustained by any person arising from or traceable to food or drink provided at the **Premises**
- (b) any accident causing defects in drains or other sanitary arrangements at the **Premises**
- (c) any discovery of **Vermin** at the **Premises**
- (d) murder rape or suicide at the **Premises**

Provided that

- (i) **We** will only be liable for the loss arising at premises **You** occupy and which are directly affected by the occurrence discovery or accident
- (ii) extensions which deem **Damage** at other locations to be **Damage** at the **Premises** shall not apply to this cover

Excluding any costs incurred in the cleaning repair replacement recall or checking of property

Limit

Our liability under this extension in respect of any one occurrence discovery or accident shall not exceed the lesser of £250,000 or 25% of

- (a) the sum insured by the items or
- (b) the limit of **Our** liability by the items if the declaration-linked basis applies

The maximum indemnity period for this extension will not exceed three months beginning from the date on which the restrictions on the **Premises** are applied

14 Archaeological digs

If a claim is accepted by **Us** under this section and the interruption or interference which is the subject of the claim is increased by an archaeological exercise which follows discoveries made due to the occurrence of **Damage We** will pay the additional amount of loss resulting from the increased interruption or interference

The total amount **We** will pay will not exceed 10% of the sum insured by each item or £500,000 whichever is the less

15 Loss of attraction

Damage to the buildings or other property within 1 mile of the **Premises** which results in a fall in the number of customers attracted to the **Premises** provided that there is an identifiable reduction in **Your Business** solely as a consequence of the **Damage**

Excluding

- (i) loss following obstruction by **Storm Flood** or snow
- (ii) loss during the first seven days after the incident
- (iii) loss after three months from the start of the incident

Limit

£10,000 in the aggregate for all claims in the **Period of Insurance**

16 Bomb scare

The prevention of access to the **Premises** as a direct consequence of a bomb scare at or in the vicinity of the **Premises**

For the purpose of this extension the General terrorism exclusion does not apply

Excluding any loss or any period of loss

- (a) where the incident as described above is greater than 1 mile from the **Premises**
- (b) where police or fire and rescue services do not impose a cordon or restriction that prevents access
- (c) where access is hindered but not prevented
- (d) of less than 4 hours
- (e) more specifically insured by any other extension of this policy

Limit

£50,000 for any one incident

The maximum indemnity period under this extension will not exceed 7 days

Special conditions applicable to this section

1 Renewal clause - Declaration-linked basis

You shall prior to each renewal supply **Us** with the **Estimated Revenue** or **Estimated Rent Receivable** for the financial year most closely corresponding with the ensuing year of insurance

2 Premium adjustment clause

(a) Sum insured basis

If **Your Revenue** or **Rent Receivable** (or a proportionately increased multiple of it where the maximum indemnity period exceeds 12 months) as certified by **Your** auditors for the financial year of 12 months most closely corresponding with any period of insurance is less than the sum insured a pro rata return of premium not exceeding 50% of the premium paid on each sum insured for such period of insurance will be made for the difference

If any **Damage** has occurred resulting in a claim the return premium will be for the difference in **Revenue** or **Rent Receivable** which is not due to the **Damage**

(b) Declaration-linked basis

The first and annual premiums are provisional and are based on the **Estimated Revenue** or **Estimated Rent Receivable**

You shall supply **Us** within six months of the expiry of each period of insurance a declaration certified by **Your** auditors of **Your Revenue** or **Rent Receivable** for the financial year most closely corresponding with the **Period of Insurance**

If any **Damage** has occurred resulting in a claim for loss of **Revenue** or **Rent Receivable** the above-mentioned declaration will be increased by **Us** for the purpose of premium adjustment by the amount by which the **Revenue** or **Rent Receivable** was reduced during the financial year solely in consequence of the **Damage**

If the declaration (adjusted as above and proportionately increased where the maximum indemnity period exceeds 12 months) is

- (i) less than the **Estimated Revenue** or **Estimated Rent Receivable** for the relative period of insurance **We** will allow a pro rata return of premium paid on the **Estimated Revenue** or **Estimated Rent Receivable** but not exceeding 50% of such premium
- (ii) greater than the **Estimated Revenue** or **Estimated Rent Receivable** for the relative period of insurance **You** shall pay a pro rata addition to the premium paid on the **Estimated Revenue** or **Estimated Rent Receivable**

Section 4 – Goods in transit

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

Definitions

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

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

Geographical Limits

means England Scotland Wales Northern Ireland Republic of Ireland Channel Islands and Isle of Man

Insured Property

means

- (a) goods
- (b) tarpaulins sheets trailer curtains ropes chains and webbing straps and packing materials belonging to **You** or for which **You** are legally responsible or which are entrusted to **You** used in connection with the **Business**

Whilst in Transit

means

- (a) whilst being loaded on to or unloaded from the vehicle used for the transit
- (b) whilst on the vehicle in transit to and from its destination within the **Geographical Limits**
- (c) whilst on the vehicle on a vehicle ferry during direct sea transits between parts of the **Geographical Limits**

Cover

We will indemnify **You** (by payment up to the value of the **Insured Property** at the time of loss or at **Our** option by repair reinstatement or replacement) in respect of **Damage** to any part of the **Insured Property** by any cause not specifically excluded happening during the **Period of Insurance whilst in Transit** by any road vehicle operated by **You** or by road hauliers or sent by parcel post or rail as described in the schedule anywhere in the **Geographical Limits**

Exclusions

We shall not be liable for

- (1) **Damage** caused by or arising from packing inadequate to withstand normal handling during transit
- (2) **Damage** to
 - (a) money securities bills of exchange deeds manuscripts documents business books computer systems records patterns models moulds plans and designs
 - (b) bullion gold and silver articles precious metals stones jewellery and furs
 - (c) non-ferrous metals tobacco cigarettes cigars wines spirits radios television sets audio video and digital equipment discs cassettes and livestock
 - (d) explosives and other dangerous goods
unless specifically mentioned as being insured

- (3) **Damage** caused by or arising from
 - (a) inherent vice latent defect gradually operating causes wear and tear its own faulty or defective design or materials faulty or defective workmanship
 - (b) contamination corrosion rust wet or dry rot mildew shrinkage evaporation loss of weight dampness dryness marring scratching vermin insects change in temperature colour flavour texture or finish
 - (c) electrical or mechanical derangement unless caused by external means
 - (d) deterioration depreciation delay in transit loss of market or other consequential loss riot or strikes
- (4) **Damage to Insured Property** on open vehicles caused by
 - (a) the weather unless the **Insured Property** is suitably protected
 - (b) theft or attempted theft
- (5) deterioration of refrigerated goods following breakdown or failure of refrigeration equipment unless such failure or breakdown is due to an accident to the vehicle
- (6) **Damage** resulting from theft or attempted theft
 - (a) committed assisted brought about or connived at by any of **Your** directors clerks councillors employees or **Authorised Volunteers**
 - (b) from any unattended vehicle unless
 - (i) all doors windows and other points of access have been closed and locked and any security devices correctly set to operate and all keys removed from the vehicle
 - (ii) during the hours of 9pm to 6am the vehicle is housed in a securely locked building or guarded security park
- (7) **Damage** due to unexplained shortage or disappearance
- (8) **Damage** arising from or caused by scratching denting or bruising

Limit

Provided that **Our** liability shall not exceed the limits stated in the schedule

Extensions

If **We** accept a claim under this section

1 Personal effects

If not otherwise insured **We** will pay for **Damage** to the clothing and personal effects of drivers employed by **You** up to an amount of £500 per person

2 Debris removal

We will pay for costs and expenses necessarily and reasonably incurred in the removal of debris and site clearance for which **You** are responsible

Memoranda

1 Reinstatement of property

We shall not be bound to reinstate exactly or completely any property that is the subject of a claim but only as circumstances permit and in reasonably sufficient manner

We shall not pay out in respect of any one of the items insured more than its sum insured

2 Underinsurance

If the value of the **Insured Property** on or in any vehicle or consignment is at the time of the **Damage** of greater value than the appropriate limit any one vehicle or consignment shown in the schedule **You** shall be considered as being **Your** own insurer for the difference and shall bear a rateable proportion of the loss accordingly

Section 5 – Money with assault extension

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

Definitions

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

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

Bodily Injury

means bodily injury resulting directly and independently of any other cause within 24 calendar months in disablement or death

Business Hours

means any time when anyone with responsibility for **Money** is in attendance at the **Premises** for the purpose of **Your Business**

Deferment Period

means the initial period specified in the schedule following **Bodily Injury** during which the **Temporary Partial Disablement** or the **Temporary Total Disablement** benefit is not payable

Insured Person

means any employee or **Authorised Volunteer** of the **Insured**

Loss of Eye(s)

means permanent total and irrecoverable loss of sight

- (i) in both eyes resulting in the **Insured Person's** name being added to the Register of Blind Persons or
- (ii) in one eye which is assessed at 3/60 or less on the Snellen scale after correction with spectacles or contact lenses

Loss of Limb(s)

means loss by permanent physical severance at or above the ankle or of the four fingers at or above the metacarpophalangeal joints or permanent total and irrecoverable loss of use of a complete leg foot arm or hand

Medical Expenses

means the cost of medical surgical dental or other remedial attention treatment or appliances given or prescribed by a qualified medical practitioner and all hospital nursing home and ambulance charges necessarily incurred in the treatment of the **Insured Person**

Money

means current notes and coins cheques (other than pre-signed blank cheques whether crossed or uncrossed) postal orders money orders securities for money crossed banker's drafts unused postage stamps trading stamps holiday with pay stamps travellers' cheques National Savings stamps and certificates Premium Bonds National Insurance stamps and stamped National Insurance cards credit and debit card sales vouchers giro payment orders Value Added Tax purchase invoices luncheon vouchers gift tokens consumer redemption vouchers and unused credit on postal franking machines belonging to **You** or for which **You** are responsible and pertaining to the **Business**

Money in Transit

means **Money** other than **Non-negotiable Money** in transit whilst in **Personal Custody** or in a bank night safe until the bank accepts responsibility

Non-negotiable Money

means crossed cheques (other than pre-signed blank cheques) crossed postal orders crossed money orders crossed bankers drafts National Savings certificates Premium Bonds stamped National Insurance cards credit and debit card sales vouchers Value Added Tax purchase vouchers and unused credit on postal franking machines

Other Money

means **Money** other than **Non-negotiable Money**

Permanent Total Disablement

means permanent total and absolute disablement (other than by **Loss of Limb(s)** or **Loss of Eye(s)**) from engaging in their usual profession trade business or occupation for which they are suited by knowledge training and experience which shall have lasted for 104 weeks and which in all probability will last for the remainder of life

Personal Custody

means within the immediate personal control of **You** or any other responsible person authorised by **You**

Temporary Partial Disablement

means disablement from engaging in or giving attention to at least 50% of their usual profession trade business or occupation for which they are suited by knowledge training and experience for a period not exceeding 104 weeks in all from the commencement of such disablement

Temporary Total Disablement

means total disablement from engaging in or giving attention to their usual profession trade business or occupation for which they are suited by knowledge training and experience for a period not exceeding 104 weeks in all from the commencement of such disablement

Cover A – Money**Cover**

We will indemnify **You** in respect of **Damage** to **Money** happening during the **Period of Insurance** anywhere in the **Geographical Limits**

Our liability in respect of any one loss shall not exceed the amount stated in the schedule

Exclusions

We shall not be liable in respect of loss

- (1) due to dishonesty of any director clerk councillor partner employee or **Authorised Volunteer** of the **Insured** other than as provided for by the extensions for Dishonesty of employee and Fraudulent use of credit and debit cards
- (2) whilst the **Money** is in the custody or control of a professional carrier
- (3) during transit by unregistered post
- (4) from an unattended vehicle

- (5) from any gaming or vending machine in excess of £250 unless otherwise stated in the schedule
- (6) due to clerical or accounting errors depreciation in value unexplained shortage dishonoured cheques or to the use of counterfeit money
- (7) in excess of the “in any other circumstances” limit shown in the schedule of **Other Money** from any room left unattended and unlocked unless this occurs during **Business Hours** and such **Other Money** is contained in a locked safe cupboard or desk with the key held in **Personal Custody**
- (8) of completed credit or debit card sales vouchers unless a copy of each voucher is at all times kept in a secure place separate from its counterpart

Extensions

The insurance provided by Cover A is extended to include the following

1 Damage to safes

We will indemnify **You** against **Damage** to any safe strongroom or cash carrying bag belonging to **You** or for which **You** are responsible arising in connection with theft or attempted theft of insured **Money**

2 Damage to clothing and personal effects

We will indemnify **You** against **Damage** to clothing and personal effects belonging to **You** or any of **Your** directors partners clerks councillor employees **Authorised Volunteers** or representatives arising in connection with theft or attempted theft of insured **Money**

3 Dishonesty of employee

We will indemnify **You** against **Damage** to **Money** due to the dishonesty of any director clerk councillor' **Authorised Volunteer** or employee of the **Insured**

Provided that

- (i) such loss is not more specifically insured
- (ii) the loss is discovered within 28 days of the occurrence
- (iii) **Our** liability for such loss shall not exceed £2,000 per person or £5,000 in total in any one period of insurance

4 Fraudulent use of credit and debit cards

We will indemnify **You** for loss resulting from the fraudulent use of any credit or debit card ordinarily used in connection with the **Business**

Excluding

- (i) loss due to the use of any card where the terms under which it has been issued have not been fully complied with
- (ii) losses covered by a bank or card issuer
- (iii) fraudulent use by **You** or **Your** directors clerks councillors or partners

Limit

£1,000 per card in any one **Period of Insurance**

5 Identity theft

We will pay the reasonable and necessary costs incurred with **Our** consent in protecting the interests of **Your Business** following the fraudulent use of the identity of the **Business** or of **Your** directors clerks councillors partners employees or **Authorised Volunteers** by a third party for the purposes of obtaining credit

Limit

£1,000 in any one **Period of Insurance**

6 Fund-raising events

For the period from two days before until seven days after a fund-raising event the limits shown in the schedule are doubled for the following

- (a) **Money** whilst in the course of transit or in a bank night safe
- (b) **Money** whilst being counted or in the home of any employee or **Authorised Volunteer**
- (c) **Money** in a locked safe in the **Premises**

7 Business visits abroad

We will indemnify **You** against **Damage** to **Money** while in the custody and control of **Your** directors partners clerks councillors employees **Authorised Volunteers** or representatives arising in connection with business visits outside of the **Geographical Limits**

Limit

£500 any one claim

Special conditions

1 Safe keys

It is a **Condition Precedent to Liability** in respect of loss of **Money** from locked safes or locked strongrooms that all keys (except those deposited with a bank) and codes of combination locks for safes and strongrooms containing **Money** must be held in **Personal Custody**

2 Cash escort

It is a **Condition Precedent to Liability** in respect of cash in transit that the amounts shown below are escorted by at least the stated number of responsible adults or professional security firm as indicated until deposited in a secure area of **Your Premises** or at the bank

£3,000 to £6,000

2 persons

Over £6,000 but less than £15,000

3 persons

£15,000 or over

a professional security firm

Cover B – Assault extension

Cover

If during the **Period of Insurance** an **Insured Person** sustains **Bodily Injury** in the course of their employment by **You** as a direct result of robbery or hold-up or attempted robbery or hold-up **We** will pay the appropriate benefit

Scale of benefits

The level of benefits are shown in the schedule

If the benefits are expressed in units one unit provides the following

- 1 Death
£2,500
- 2 **Loss of Limb(s) or Loss of Eye(s)**
£2,500
- 3 **Permanent Total Disablement**
£2,500
- 4 **Temporary Total Disablement**
£100 per week
- 5 **Temporary Partial Disablement**
£40 per week

Exclusions

We shall not be liable for **Bodily Injury**

- (1) arising from wilful exposure to needless peril (except in an attempt to save human life)
- (2) sustained by any person before that person attains the age of 16 years or after the expiry of the **Period of Insurance** in which that person attained the age of 80 years

Extension

The insurance provided by Cover B is extended to include the following

Hospital benefit and Medical expenses

If during the **Period of Insurance** an **Insured Person** sustains **Bodily Injury** in the course of their employment by **You** as a direct result of robbery or hold-up or attempted robbery or hold-up **We** will pay

- (a) **Medical Expenses** incurred by the **Insured Person**
Limit £500
- (b) £20 a day up to £200 if as a result of the **Bodily Injury** the **Insured Person** goes into hospital for in-patient treatment

Special conditions

- 1 Benefit shall not be payable in respect of any **Insured Person** for any later accident after an accident giving rise to a claim other than for **Temporary Total Disablement** or **Temporary Partial Disablement**
- 2 Benefit for **Permanent Total Disablement** may be payable following benefit for **Temporary Total Disablement** or **Temporary Partial Disablement**
- 3 Other than 2 above one benefit only shall be payable in respect of any one **Insured Person** in connection with the same accident
- 4 A receipt given by **You** or by **Your** legal personal representatives shall be a valid discharge of **Our** liability under this section
- 5 No compensation shall become payable until the total amount shall have been ascertained and agreed except that periodic payments on account of **Temporary Total Disablement** or **Temporary Partial Disablement** may be made by **Us**

Section 6 – Personal accident

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

Definitions

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

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

Accidental Bodily Injury

means bodily injury resulting directly and independently of any other cause within 24 calendar months in disablement or death

Act of Terrorism

means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear

Clerk(s)

means clerk or Responsible Financial Officer

Deferment Period

means the initial period specified in the schedule following **Accidental Bodily Injury** during which the **Temporary Partial Disablement** or the **Temporary Total Disablement** benefit is not payable

Illness

means sickness or disease (not resulting from **Accidental Bodily Injury**) contracted anywhere in the world

Insured Person

means as specified in the schedule

Loss of Eye(s)

means permanent total and irrecoverable loss of sight

- (i) in both eyes resulting in the **Insured Person's** name being added to the Register of Blind Persons or
- (ii) in one eye which is assessed at 3/60 or less on the Snellen scale after correction with spectacles or contact lenses

Loss of Hearing

means total and irrecoverable loss of hearing in one or both ears

Loss of Limb(s)

means loss by permanent physical severance at or above the ankle or of the four fingers at or above the metacarpophalangeal joints or permanent total and irrecoverable loss of use of a complete leg foot arm or hand

Medical Expenses

means the cost of medical surgical dental or other remedial attention treatment or appliances given or prescribed by a qualified medical practitioner and all hospital nursing home and ambulance charges necessarily incurred in the treatment of the **Insured Person**

Permanent Total Disablement

- (a) In respect of an **Insured Person** who is an employee means permanent total and absolute disablement (other than by **Loss of Limb(s)** or **Loss of Eye(s)** or **Loss of Hearing**) from engaging in their usual profession trade business or occupation for which they are suited by knowledge training and experience which shall have lasted for 104 weeks and which in all probability will last for the remainder of life
- (b) In respect of an **Insured Person** who is an **Authorised Volunteer** means permanent total and absolute disablement (other than by **Loss of Limb(s)** or **Loss of Eye(s)** or **Loss of Hearing**) from gainful employment of any and every kind which shall have lasted for 104 weeks and which in all probability will last for the remainder of life

Temporary Partial Disablement

- (a) In respect of an **Insured Person** who is an employee means disablement from engaging in or giving attention to at least 50% of their usual profession trade business or occupation for which they are suited by knowledge training and experience for a period not exceeding 104 weeks in all from the commencement of such disablement
- (b) In respect of an **Insured Person** who is an **Authorised Volunteer** means disablement from engaging in or giving attention to any occupation for a period not exceeding 104 weeks in all from the commencement of such disablement

Temporary Total Disablement

- (a) In respect of an **Insured Person** who is an employee means total disablement from engaging in or giving attention to their usual profession trade business or occupation for which they are suited by knowledge training and experience for a period not exceeding 104 weeks in all from the commencement of such disablement
- (b) In respect of an **Insured Person** who is an **Authorised Volunteer** means total disablement from engaging in or giving attention to any occupation for a period not exceeding 104 weeks in all from the commencement of such disablement

Cover 1 – Clerk absence

The schedule will show if Cover 1 applies

We will indemnify **You** against death or **Permanent Total Disablement** of **Your Clerk** due to **Accidental Bodily Injury** during the **Period of Insurance**

We will pay a maximum of £500 per week for the additional costs and/or expenses necessarily and reasonably incurred solely to prevent limitation of the usual activities undertaken by the **Insured** which but for such additional costs and/or expenses would have taken place

The most **We** will pay under Cover 1 in the **Period of Insurance** is £5,000

Cover 1 – Claims conditions

In the event of a claim under Cover 1 **You** must supply **Us** with the following documentary evidence at **Your** own expense

1. Confirmation of the dates of the period of absence being claimed for including the date the absence commenced and the date the **Clerk** deputy **Clerk** grounds person or deputy grounds person resumed their duties on behalf of the **Insured**

2. Receipts and bills in whichever form **We** may require substantiating the costs of the services incurred and or the persons employed to replace the **Clerk** deputy **Clerk** grounds person or deputy grounds person during their period of absence

Cover 2 – Personal accident

The schedule will show if Cover 2 applies

If during the **Period of Insurance** an **Insured Person** sustains **Accidental Bodily Injury**

- 1 at any time if Cover A applies
- 2 arising out of and in the course of their employment by **You** if Cover B applies

We will pay the appropriate benefit

The schedule will show whether Cover A or Cover B applies

Scale of benefits

The level of benefits are shown in the schedule

If the benefits are expressed in units one unit provides the following

- 1 Death
£10,000
- 2 **Loss of Limb(s) or Loss of Eye(s) or Loss of Hearing**
£10,000
- 3 **Permanent Total Disablement**
£10,000
- 4 **Temporary Total Disablement**
£20 per week
- 5 **Temporary Partial Disablement**
£10 per week

Cover 2 – Extensions

The insurance provided by Cover 2 is extended to include the following

1 Hospital benefit and Medical expenses

If **We** accept a claim for **Accidental Bodily Injury** under Cover 2 **We** will pay

- (a) **Medical Expenses** incurred by the **Insured Person**

Limit
£2,500

- (b) £20 a day up to £200 if as a result of the **Accidental Bodily Injury** the **Insured Person** goes into hospital for in-patient treatment

2 Clothing and personal effects

If **We** accept a claim for **Accidental Bodily Injury** under Cover 2 **We** will pay for the **Insured Person's** clothing and personal effects damaged at the same time up to an amount of £500 per person

This amount is in addition to any amount recoverable under any other section of this policy

3 Disappearance

If during the **Period of Insurance** an **Insured Person** disappears and his or her body is not found within 12 months and sufficient evidence is produced that leads **Us** to the conclusion that the **Insured Person** sustained **Accidental Bodily Injury** likely to have caused death **We** shall pay the death benefit under this insurance

If the **Insured Person** is subsequently found to be alive any amount already paid will be refunded by **You** to **Us**

4 Exposure

If during the **Period of Insurance** an **Insured Person** sustains **Accidental Bodily Injury** as a result of exposure to the elements **We** will pay **You** in accordance with the death and disablement benefits stated in the schedule

Cover 2 – Special conditions

- 1 Benefit shall not be payable in respect of any **Insured Person** for any later accident after an accident giving rise to a claim other than for **Temporary Total Disablement** or **Temporary Partial Disablement**
- 2 Benefit for **Permanent Total Disablement** may be payable following benefit for **Temporary Total Disablement** or **Temporary Partial Disablement**
- 3 Other than 2 above one benefit only shall be payable in respect of any one **Insured Person** in connection with the same accident
- 4 A receipt given by **You** or by **Your** legal personal representatives shall be a valid discharge of **Our** liability under this cover
- 5 No compensation shall become payable until the total amount shall have been ascertained and agreed save that periodic payments on account of **Temporary Total Disablement** or **Temporary Partial Disablement** may be made by **Us**

Cover 3 – Key person

The schedule will show if **Cover 3** applies

We will indemnify **You** against

1. death or **Permanent Total Disablement** of **Your Clerk** deputy **Clerk** grounds person or deputy grounds person due to **Accidental Bodily Injury**
2. **Illness** of **Your Clerk** deputy **Clerk** grounds person or deputy grounds person during the **Period of Insurance**

We will pay a maximum of £500 per week for the additional costs and/or expenses necessarily and reasonably incurred solely to prevent limitation of the usual activities undertaken by the **Insured** which but for such additional costs and/or expenses would have taken place

The most **We** will pay under **Cover 3** in the **Period of Insurance** is £10,000

Cover 3 – Claims conditions

In the event of a claim under Cover 3 **You** must supply **Us** with the following documentary evidence at **Your** own expense

1. Confirmation of the dates of the period of absence being claimed for including the date the absence commenced and the date the **Clerk** deputy **Clerk** grounds person or deputy grounds person resumed their duties on behalf of the **Insured**
2. Receipts and bills in whichever form **We** may require substantiating the costs of the services incurred and or the persons employed to replace the **Clerk** deputy **Clerk** grounds person or deputy grounds person during their period of absence

Cover 3 – Exclusions

We shall not be liable for **Accidental Bodily Injury** or **Illness**

- (1) directly or indirectly caused by or resulting from any physical defect infirmity medical condition or chronic or recurring **Illness** known to the **Clerk** deputy **Clerk** grounds person or deputy grounds person at the inception date of this policy unless the defect infirmity medical condition or chronic or recurring **Illness** has been without the need for any medical advice or medical treatment during the 24 month period preceding the inception date of this policy
- (2) for any period of absence that is less than 14 days.
- (3) directly or indirectly caused by contributed to or arising from any new or ongoing pandemic or epidemic of disease whether arising pre or post inception

Section exclusions

The following exclusions apply to all covers under this section

We shall not be liable for **Accidental Bodily Injury** or **Illness**

- (1) arising from
 - (a) any consequence of suicide or deliberate self-injury intoxication sexually transmitted infections insanity pregnancy childbirth the influence of drugs unless such drugs are taken as prescribed and directed by a qualified registered medical practitioner but not for the treatment of drug addiction
 - (b) any health problem which **You** or the **Insured Person Clerk** deputy **Clerk** grounds person or deputy grounds person know of or should have known about at the start of the insurance or when it was renewed and which has not been accepted by **Us** in writing
 - (c) wilful exposure to needless peril (except in an attempt to save human life)
 - (d) any **Insured Person Clerk** deputy **Clerk** grounds person or deputy grounds person taking part in practising or training for any of the following excluded activities
 - Aqualung diving
 - Flying (except as a fare-paying passenger) hang-gliding or parachuting
 - Hunting on horseback polo showjumping or steeple chasing
 - Driving riding or sailing in any kind of race
 - Winter sports other than curling or ice-skating
 - Football (other than amateur Association) or rugby football
 - Mountaineering cliff or rock climbing abseiling subterranean or elastic rope sports or activities
 - Any pursuit or activity involving personal danger or hazard

- Playing in any sport professionally
 - Service in the armed forces
- (2) sustained by any person under the age of 16 years or to any person after the expiry of the period of insurance in which that person attained the age of 80 years
- (3) directly or indirectly caused or contributed to by an **Act of Terrorism** involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent regardless of any contributory cause
- If **We** allege that by reason of this exclusion any **Accidental Bodily Injury** is not covered by this policy the burden of proving the contrary shall be upon **You**
- (4) travel to a destination to which the Foreign and Commonwealth Office (FCO) has advised against all or all but essential travel before the journey commences

Section limit of liability

The maximum amount **We** will pay in respect of all benefits under this section in respect of all **Insured Persons Clerks** deputy **Clerks** grounds persons or deputy grounds persons involved in the same accident shall not exceed £2,500,000 unless otherwise noted in the schedule

In the event that the amount of all benefits payable exceeds the maximum accumulation limit **Our** liability in respect of each **Insured Person Clerk** deputy **Clerk** grounds person or deputy grounds person shall be proportionately reduced until the total does not exceed that limit

Section 7 – Liabilities

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

Definitions

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

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

Act of Terrorism

means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) 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

Bodily Injury

means bodily injury death disease or illness

Business

means that which has been described in the schedule and which is conducted solely from premises in the **Geographical Limits** including

- (a) the ownership repair and maintenance of **Your Premises**
- (b) the provision of catering social sports and welfare facilities for **Employed Persons** and first aid medical and ambulance services
- (c) the provision of fire and security services maintained only for the protection of premises owned or occupied by **You**
- (d) private work undertaken by an **Employed Person** with **Your** prior consent for a director trustee partner or **Employee of Yours**
- (e) participation in trade shows conferences or exhibitions worldwide
- (f) fund raising activities undertaken with the full knowledge and authority and under the control of the **Insured**

but this does not include any work undertaken **Offshore**

Employed Person

means

- (a) any **Employee**
- (b) any person supplied to or hired or borrowed by **You** or on **Your** behalf or any work experience student or youth training scheme participant while under **Your** direct control and supervision

Employee(s)

means any person under a contract of service or apprenticeship with **You** and **Authorised Volunteers**

Event(s)

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

Injury

means **Bodily Injury** wrongful arrest or false imprisonment

Legal Costs

means

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

Offshore

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

Pollution or Contamination

means **Injury** or **Damage** directly or indirectly caused by or arising out of pollution or contamination of buildings or other structures or of water land or the atmosphere

Principal

means any party (other than a director trustee partner officer committee member or **Employee** of **Yours**) on whose behalf **You** are undertaking work (excluding the sale or supply of **Products**) in connection with the **Business**

Products

means goods (including containers and packaging) not in **Your** custody or control sold supplied installed erected serviced repaired altered or treated by **You** in connection with the **Business**

Any error in the sale supply or presentation of such goods is included in this definition

Property

means material property

You/Your/Yours

means the **Insured** named in the schedule

Unless **We** specifically state otherwise **We** will also indemnify

- (a) **Your** personal representatives in respect of legal liability incurred by **You**
- (b) at **Your** request
 - (i) any **Principal**
 - (ii) any director trustee partner officer committee member or **Employed Person** of **Yours** in respect of liability for which **You** would have been entitled to indemnity had the claim been made against **You**
- (c) any officer or member of **Your** canteen social sports and welfare facilities and fire first aid ambulance and security services in their individual capacities as such
- (d) any director trustee partner officer committee member or **Employee** of **Yours** in respect of private work carried out with **Your** prior consent by an **Employed Person** for such director trustee partner officer committee member or **Employee**

We will not provide an indemnity to any medical or dental practitioner in respect of medical services provided

Cover 1 – Employers' liability

Cover

We will indemnify You against Your legal liability to pay damages and **Legal Costs** in respect of **Bodily Injury** to an **Employed Person** caused during the **Period of Insurance** and arising out of and in the course of their employment with You

- (a) within the **Geographical Limits**
or
- (b) while temporarily outside these territories
in connection with the **Business**

This insurance complies with the provisions of any law enacted in the **Geographical Limits** relating to the compulsory insurance of liability to employees

You will repay any sums paid by Us which We would not have been obliged to pay but for the provisions of such law

Employers' liability exclusion

No indemnity will be provided in respect of any liability in respect of **Bodily Injury** for which You are required to arrange motor insurance or security in accordance with any road traffic legislation within the European Union

Limit of liability

This insurance is provided on a 'Costs Inclusive' basis

This means that **Legal Costs** are included within the limit of indemnity specified below

The total amount We will pay in respect of

- (a) any one **Event** which is directly or indirectly caused by results from or is in connection with an **Act of Terrorism** shall not exceed £5,000,000
If We allege the **Bodily Injury** has resulted from an **Act of Terrorism** the burden of proving the contrary shall be upon You
- (b) any other **Event** shall not exceed the limit of indemnity shown in the schedule

Employers' liability extension

The following is subject to the terms of the policy

Unsatisfied court judgements

Where a judgement for damages has been obtained

- (a) by one of **Your Employees** or their personal representatives in respect of **Bodily Injury** caused during any period of insurance and which arises out of and in the course of their employment with You
- (b) in any court situated within the **Geographical Limits**

- (c) against any company or individual operating from premises within the **Geographical Limits**
- (d) which remains unsatisfied in whole or in part six months after the date of the judgement

We will at **Your** request pay to the **Employee** or their personal representatives the amount of damages and any awarded costs which remain unsatisfied subject to there being no appeal outstanding

Any payment under this extension is conditional upon the judgement being assigned to **Us** by the **Employee** or their personal representatives

Cover 2 – Public & products liability

Cover

We will indemnify **You** against **Your** legal liability to pay damages arising out of

- (a) accidental **Injury** of any person
- (b) accidental **Damage** to **Property**
- (c) nuisance trespass to land trespass to goods or interference with any easement right of air light water or way

We will not provide indemnity in respect of any liability which arises from any deliberate act or omission by **You** which could reasonably have been expected having regard to the nature and circumstances of such act or omission or which is a natural consequence of the ordinary conduct of **Your Business**

happening during the **Period of Insurance** and caused either in connection with the **Business** or by **Products**

We will in addition indemnify **You** against **Legal Costs** other than in respect of any claim which is brought within the legal jurisdiction of the United States of America or Canada in which circumstances **Legal Costs** shall be included within the limit of indemnity

Public & products liability exclusions

No indemnity will be provided in respect of

- (1) any liability connected with any error or omission in the provision of professional services
- (2) any liability in respect of **Bodily Injury** to any **Employed Person** arising out of and in the course of their employment with **You** in connection with the **Business**
- (3) any liability arising from **Damage** to **Property** which is owned or held in trust by **You** or which is in **Your** custody or control

Exclusion (3) will not apply in respect of

- (a) personal effects including vehicles and their contents belonging to **Employees** directors clerks councillors partners officers committee members or visitors
- (b) premises and their contents not owned by leased or rented by **You** at which **You** are undertaking work in connection with the **Business**
- (c) premises including fixtures and fittings hired by or leased rented or borrowed by **You** but **We** shall not be liable for
 - (i) the first £250 of any **Damage** other than caused by fire or explosion
 - (ii) any liability arising solely under the terms of any contract or agreement
 - (iii) any liability which arises from an agreement to maintain in force insurance against loss of or damage to the premises and their fixtures and fittings

- (4) any liability arising from ownership possession or use by **You** or on **Your** behalf of
 - (a) any mechanically propelled vehicle but (except where indemnity is provided by any motor insurance policy or in circumstances where insurance or security is required under any road traffic legislation) this exclusion will not apply in respect of
 - (i) the use of plant as a tool of trade on site
 - (ii) the use of plant at **Your** premises
 - (iii) the loading or unloading of any vehicle
 - (iv) the movement of any vehicle not belonging to **You** which is interfering with the execution of the **Business**
 - (b) any craft designed to travel in on or through water air or space but this exclusion shall not apply to any non-mechanically propelled waterborne craft of less than 9 metres in length whilst operated on inland waterways or within 3 miles of the coast
- (5) any liability arising directly or indirectly from **Pollution or Contamination** unless the **Pollution or Contamination** is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the **Period of Insurance** For the purposes of this exclusion all **Pollution or Contamination** which arises out of one incident shall be deemed to have occurred at the time such incident takes place
- (6) any liability arising from advice design or specification provided whether given for a fee or not
- (7) **Damage** to or the costs of recall removal repair alteration replacement or reinstatement of any **Product** supplied or contract work executed by **You** which is caused by
 - (a) a defect
 - (b) its unsuitability for its intended purpose
- (8) any liability arising from any contract in respect of **Products** supplied or contract work executed by **You** unless liability would have attached in the absence of that contract
- (9)
 - (a) fines or penalties
 - (b) liquidated damages
 - (c) any compensation awarded by a court of criminal jurisdiction
 - (d) multiplied aggravated exemplary or punitive damages
- (10) any liability arising from
 - (a) the ownership or use by **You** or on **Your** behalf of any premises situated in the United States of America or Canada
 - (b) **Products** sold or supplied on **Your** behalf from any premises situated in the United States of America or Canada
 - (c) **Products** exported by **You** or on **Your** behalf to the United States of America or Canada
- (11) any liability arising from
 - (a) **Products** incorporated in any craft designed to travel through air or space
 - (b) **Products** incorporated in any waterborne craft which could affect its safety navigation or propulsion
 - (c) **Products** incorporated in mechanically propelled vehicles which could affect their safety
 - (d) **Products** incorporated in gas chemical petrochemical or power generation plant which is directly connected to manufacture processing storage or power generation and which have been specifically supplied by **You** for that purpose
- (12) any liability caused by or arising from any work undertaken outside of the **Geographical Limits** but this exclusion shall not apply to
 - (a) the supervision or execution of any manual work undertaken within the European Union
 - (b) non-manual work undertaken in any country provided the Foreign Commonwealth and Development Office has not advised against all travel or all but essential travel

- (13) any liability arising directly or indirectly from mining processing manufacturing removing handling disposing of treatment of distributing or storing of **Asbestos**
 However this shall not apply where removing handling or disposing of **Asbestos** does not form part of **Your** usual business or any contract work undertaken and
- (a) **You** have complied with any legal obligations to manage **Asbestos** and
 - (b) any discovery of **Asbestos** by **You** is unintentional and accidental and
 - (c) whereupon discovery of **Asbestos** all work immediately stops and
 - (d) a HSE licensed asbestos removal contractor is employed to make safe the area in which the discovery is made as soon as is practicable and who has Employers' and Public liability insurance in force which provides limits of indemnity no less than those provided by **Your** policies and which do not exclude the work to be carried out
- (14) any liability arising directly or indirectly from fears of the consequences of exposure to or inhalation of **Asbestos**
- (15) any liability arising from damage to property where there is a requirement to arrange cover under clause 6.5 of the 2007 JCT conditions or any similar contract clause
- (16) any liability directly or indirectly caused by resulting from or in connection with an **Act of Terrorism** arising at
- (a) **Premises** of 40 storeys or more
 - (b) sports stadia or exhibition venues where attendance may exceed 15,000 people at any one time

Limit of liability

This insurance is provided on a 'Costs in Addition' basis

This means that (with the exception of claims which are brought within the legal jurisdiction of the United States of America or Canada) **Legal Costs** are payable in addition to the limit of indemnity specified below

The total amount **We** will pay in respect of damages for

1. any one **Event** (and all **Events** happening during any period of insurance caused by **Products**) which is directly or indirectly caused by or results from or is in connection with an **Act of Terrorism** or any action taken in controlling preventing suppressing or in any way relating to an **Act of Terrorism** shall not exceed the Public & products limit of indemnity as stated in the schedule or £5,000,000 whichever is the less
 If **We** allege that the **Injury** or **Damage** has resulted from an **Act of Terrorism** the burden of proving the contrary shall be upon **You**
2.
 - (a) any one **Event**
 - (b) all **Events** happening during any period of insurance caused by **Products**
 - (c) all **Events** arising from **Pollution or Contamination** which **We** deem to have occurred during any period of insurance

shall not exceed the limit of indemnity shown in the schedule

Where **We** are liable to indemnify more than one person the total amount of indemnity to all parties including **You** in respect of damages arising from one **Event** shall not exceed the limit of indemnity shown in the schedule

Public & products liability extensions

Each of the following is subject otherwise to the terms of this policy

1 Cross liabilities

If **You** consist of more than one party (and in the case of partnerships this shall mean each individual partner) **We** will indemnify each party in the terms of this policy against liability incurred to the other in the same manner and to the same extent as if a separate policy had been issued to each subject to the maximum amount payable in respect of damages arising out of one **Event** not exceeding the limit of indemnity

2 Contingent motor liability

Notwithstanding exclusion (4) regarding vehicles **We** will indemnify **You** alone in respect of legal liability for **Injury** or **Damage** arising out of the use by any **Employee** in the course of the **Business** of any mechanically propelled vehicle which is neither owned by nor provided by **You**

We will not provide an indemnity in respect of

- (a) **Damage** to such vehicle or any **Property** contained or being transported within it
- (b) **Injury** or **Damage** arising while the vehicle is being driven by **You** or any person who to **Your** knowledge does not hold a licence to drive such a vehicle (unless they have held and are not disqualified for holding or obtaining such a licence)
- (c) circumstances where **You** are entitled to indemnity under any other insurance
- (d) **Injury** or **Damage** arising outside the **Geographical Limits**

3 Data protection

Definition specific to this extension

Data Protection Legislation

means the Data Protection Act 2018 or any subsequent legislation that specifically replaces this act

We will indemnify **You** against **Your**

- (a) legal liability to pay damages and **Legal Costs** for material and non-material damage
 - (b) defence costs and prosecution costs awarded against **You**
- resulting from any breach or alleged breach of **Data Protection Legislation** happening during the **Period of Insurance** arising out of the conduct of **Your Business**

We will not provide any indemnity in respect of

- (i) the payment of fines penalties punitive or exemplary damages
- (ii) the costs of replacing reinstating rectifying erasing blocking or destroying any personal data
- (iii) liability arising from or caused by a deliberate or intentional act or omission by **You**
- (iv) liability arising out of circumstances which may give rise to a claim or prosecution which have been notified to or ought to have been notified to previous insurers or which were known to **You** at the inception of this extension
- (v) legal liability where indemnity is provided by any other insurance

In the event that any policy of insurance in force immediately prior to this extension expressly provided cover for **Data Protection Legislation** on the basis of an indemnity for claims made during the period of insurance and in the event that a claim is first made against **You** in the **Period of Insurance** in respect of **Data Protection Legislation** then the indemnity provided by this extension is extended to indemnify **You** provided that **We** shall not be liable for

- (1) claims not insured by this extension
- (2) any claim or notice notified later than twenty-eight days after receipt of such claim or notice

The total amount **We** will pay in respect of (a) & (b) shall not exceed £1,000,000 in the **Period of Insurance**

4 Defective Premises Act

We will indemnify **You** against legal liability incurred by virtue of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of **Injury** or **Damage** in connection with premises or land disposed of by **You**

No indemnity will be provided

- (a) if **You** are entitled to indemnity under any other insurance
- (b) in respect of the cost of remedying any defect or alleged defect in the premises disposed of

5 Personal liability – residents and resident staff

At **Your** request **We** will indemnify resident staff and **Your** residents against their legal liability to pay damages and **Legal Costs** arising out of accidental **Injury** or accidental **Damage** happening during the **Period of Insurance** within the **Geographical Limits** arising solely in a personal capacity

The cover provided by this extension is extended to apply anywhere in the world for a period not exceeding 60 days in any one period of insurance

No indemnity will be provided by this extension

- (i) arising out of the ownership or occupation of land or buildings
- (ii) where indemnity is provided by any other insurance
- (iii) arising from any craft designed to travel in on or through water air or space but this exclusion shall not apply to any watercraft hired or borrowed and which are less than 5 metres in length and with a maximum speed of less than 15 knots while operated on inland waterways or within 3 miles of the coast
- (iv) arising from any electrically or mechanically powered vehicle other than a battery powered wheelchair or mobility scooter or a vehicle used only as domestic gardening equipment or a golf cart trolley or buggy controlled by someone on foot

The total amount **We** will pay for damages for any one **Event** is the limit of indemnity as stated in the schedule or £5,000,000 whichever is the less

6 Overseas personal liability

We will indemnify **Employed Persons** and the families of such **Employed Persons** in respect of personal liability for **Injury** or **Damage** arising other than in connection with the **Business** or any business of the person claiming indemnity while such persons are temporarily outside the **Geographical Limits** in connection with the **Business**

No indemnity will be provided by this extension

- (i) for any liability which attaches solely because of a contract
- (ii) arising out of the ownership or occupation of land or buildings
- (iii) where indemnity is provided by any other insurance
- (iv) arising from any craft designed to travel in on or through water air or space but this exclusion shall not apply to any watercraft hired or borrowed and which are less than 5 metres in length and with a maximum speed of less than 15 knots while operated on inland waterways or within 3 miles of the coast
- (v) arising from any electrically or mechanically powered vehicle other than a battery powered wheelchair or mobility scooter or a vehicle used only as domestic gardening equipment or a golf cart trolley or buggy controlled by someone on foot

The total amount **We** will pay for damages for any one **Event** is the limit of indemnity as stated in the schedule or £5,000,000 whichever is the less

7 Additional clean up costs

Definitions specific to this extension

Environmental Legislation

means any legislation enacted within the United Kingdom governing the

- (i) prevention and control of pollution and contamination
- (ii) protection of the environment

Regulatory Authority

means any statutory authority regulator or legal body which has authority under **Environmental Legislation** to legally require or order **Remediation** or to conduct **Remediation** itself and to recover the costs of doing so from others

Remediation

means the minimum level of works or operations necessarily conducted under the provisions of the **Environmental Legislation** to investigate treat remove dispose of curtail or minimise pollution but this will not include any works or operations

- (i) to reinstate reintroduce or restore flora or fauna
- (ii) to restore natural habitats or species protected by **Environmental Legislation** or the services that those natural habitats or species perform
- (iii) which improve the state or condition of land or water in comparison with its state or condition immediately prior to the incident that caused the **Pollution or Contamination**

We will indemnify **You** against **Your** legal liability in respect of the cost of

- (a) **Remediation** which **You** are legally required or ordered to conduct by a **Regulatory Authority**
- (b) reimbursing a **Regulatory Authority** where **Remediation** has been conducted by or on behalf of the **Regulatory Authority**

arising from **Pollution or Contamination** caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific point in time and place during the **Period of Insurance** and in connection with the **Business**

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

You shall be liable for 10% of the cost of any claim giving rise to indemnity under this extension subject to a minimum contribution of £2,500

The maximum amount payable under this extension shall not exceed £1,000,000 in the aggregate in respect of all incidents occurring during the **Period of Insurance**

Exclusion

No indemnity will be provided in respect of the removal or disposal of any waste deposited by **You** or on **Your** behalf

8 Legionellosis

Definition specific to this extension

Retroactive Date

means the retroactive date for this extension which is shown on the schedule

If no retroactive date is shown on the schedule this shall be the date of inception of this extension

The insurance provided by this extension is on a claims made basis inclusive of **Legal Costs** subject to

- (a) cover being operative solely at the **Premises**
- (b) the **Retroactive Date**

We will indemnify **You** against **Your** legal liability to pay damages and **Legal Costs** in respect of accidental **Bodily Injury** caused by Legionellosis arising out of the **Business**

Provided that this indemnity only applies to

- (1) any claim which is first made in writing to **You** during the **Period of Insurance**
 - (2) any incident which has caused or alleged to have caused **Bodily Injury** or can be reasonably expected to give rise to a claim
- and which is notified to **Us** within the **Period of Insurance** or within 30 days of its expiry

The most **We** will pay in respect of any one claim and in the aggregate for all claims inclusive of **Legal Costs** in any one period of insurance is £1,000,000 (or any other limit as shown in the schedule)

All claims arising out of the same isolated repeated or continuing incidence of Legionellosis shall be deemed to be made in the period of insurance when

- (a) the first claim was first made in writing to **You** and notified to **Us**
- (b) the first notification of the circumstances was first made to **Us**

Exclusions

The indemnity will not apply to legal liability

- (i) arising out of or in connection with any **Products** supplied by **You** or contract work executed by **You**
- (ii) arising from or in connection with any advice design or specification provided by **You**
- (iii) in respect of Legionellosis which commenced prior to the **Retroactive Date**

9 Member to member liability

It is agreed that if any claim is made upon any member of the **Insured** by any other member and the claim is such that if made against **You** **You** would be entitled to indemnity under this policy **We** will in the terms of and subject to the limitations of Cover 2 Public & products liability indemnify the said member of the **Insured** in respect of such claim

Provided that

- (a) such member is not entitled to indemnity under any other policy or policies
- (b) such member shall as though he/she were the **Insured** observe fulfil and be subject to the terms conditions and exclusions of this policy so far as they can apply

Liability section extensions

If in force the covers of this section are extended for the following and are subject to the terms conditions and exclusions of the relevant cover

1 Compensation for court attendance

If **We** request any of the following categories of people to attend court as a witness in connection with a claim under this section of the policy **We** will provide **You** with the following rates of compensation for each day on which attendance is required

Any of **Your** directors trustees officers committee members or partners £500

Any **Employee** £250

2 Corporate manslaughter defence costs

We will indemnify **You** in respect of legal costs and expenses incurred with **Our** prior written consent in connection with the defence of any criminal proceedings or an appeal against conviction which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007 committed or alleged to have been committed during the **Period of Insurance** in the course of the **Business**

Provided that

- (a) **Our** liability under this extension shall not exceed the Public & products liability limit of indemnity as stated in the schedule or £5,000,000 whichever is the less in any one period of insurance
This limit will form part of and not be in addition to the limit of indemnity stated in the schedule
- (b) if this policy provides Legal expenses insurance this extension shall only operate in respect of any excess beyond the amount payable under the Legal expenses section
- (c) where **We** have already provided an indemnity in respect of any legal costs incurred in the defence of any criminal proceedings arising out of the same **Event** which has given rise to the proceedings in respect of corporate manslaughter or corporate homicide any amount already paid by **Us** will be taken into account in calculating **Our** liability under this extension
- (d) **We** must consent in writing to the appointment of any solicitor or counsel who is to act for and on **Your** behalf
- (e) any appeal can only commence if counsel has advised that it is more likely for an appeal to be successful than not

No indemnity will be provided

- (i) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this extension indemnity would have been provided by such other source or insurance
However this exclusion shall not apply in the circumstances outlined in proviso (b)
- (ii) in respect of any proceedings which result from **Your** deliberate act or omission or deliberate act or omission of any trustees managerial employees partners directors of **Yours** while acting in their corporate capacity and which could reasonably have been expected having regard to the nature and circumstances of such act or omission
- (iii) in respect of fines or penalties of any kind including the costs of remedial or publicity orders or the steps required to be taken by such orders

3 Prosecution defence costs

We will subject to the limit of indemnity indemnify **You** in respect of

- (a) legal costs and expenses incurred with **Our** written consent
- (b) costs awarded against **You**

in connection with the defence of any criminal proceedings or an appeal against a conviction arising from such proceedings brought for a breach of

- (i) the Health & Safety at Work etc. Act 1974
- (ii) Part II of the Consumer Protection Act 1987
- (iii) the Food Safety Act 1990

alleged to have been committed during the **Period of Insurance** in connection with the **Business**

We will not provide any indemnity

- (a) where indemnity is provided by any other insurance
- (b) in circumstances where **Injury** or **Damage** has occurred which may be the subject of a claim under either the employers' liability or public liability covers of this section (apart from this extension)
- (c) in respect of fines or penalties of any kind
- (d) in respect of any costs expenses or reimbursements resulting from an order made under Section 9 or resulting from any Regulation in respect of charges under Section 45 of the Food Safety Act 1990
- (e) where the proceedings have resulted from any deliberate act or omission by
 - (i) **You** or any director trustee officer committee member or partner of **Yours**
 - (ii) any **Employee** of **Yours** who has specific responsibility for compliance with the above legislation
 which could reasonably have been expected to constitute a breach of the above legislation

The total amount **We** will pay in respect of any one claim shall not exceed £500,000

Liabilities section cyber exclusion

No indemnity will be provided in respect of any loss damage liability claim cost or expense of whatsoever nature directly or indirectly caused by contributed to by resulting from arising out of or in connection with any **Cyber Act** or **Cyber Incident** including but not limited to any action taken in controlling preventing suppressing or remediating any **Cyber Act** or **Cyber Incident** regardless of any other cause or event contributing concurrently or in any other sequence thereto

This exclusion will not apply to legal liability to pay damages and **Legal Costs** resulting from

- (i) statutory liability under the Employers' Liability cover
- (ii) liability caused by or arising out of a **Cyber Act** or a **Cyber Incident** that results in **Bodily Injury** to third parties or physical damage to third party **Property**
- (iii) liability arising under the Data Protection extension

Any loss damage liability claim cost expense of whatsoever nature directly or indirectly caused by contributed to by resulting from arising out of or in connection with any loss of use reduction in functionality repair replacement restoration or reproduction of any **Data** including any amount pertaining to the value of such **Data** is not covered and is not considered as physical loss or damage for the purposes of this exclusion

Memorandum

Adjustment of premium

If any part of the premium has been calculated on estimates **You** shall within 30 days from the expiry of each **Period of Insurance** supply to **Us** such information as **We** may require

The premium for such period will be adjusted and the difference paid by or allowed to **You** subject to any minimum premium

Section 8 – Reputational risks

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

Definitions

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

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

Adverse Publicity

means any publicly available statement report comment or speculation upon any actual or alleged act omission or statement made which may result in damage to the good name standing or public opinion of the **Insured**

Legal Costs

means

- (a) claimant's costs and expenses recoverable from **You** in respect of any claim which is the subject matter of indemnity under this section of the policy
- (b) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under this section of the policy incurred with **Our** prior written consent

Revenue

means the money paid or payable to **You** for services rendered in the course of the **Business** at the **Premises**

Cover 1 – Libel and slander

Cover

Libel and slander

This insurance covers only those losses which arise from claims made against **You** during the **Period of Insurance**

We will indemnify **You** against **Your** legal liability to pay damages and **Legal Costs** arising out of or caused by

- (i) the publication or utterance by **You** or on **Your** behalf of a libel or slander
- (ii) infringement of trademark registered design copyright or patent right

Provided that a claim is first made against **You** during the **Period of Insurance**

Limit of liability

The most **We** will pay is £250,000 in any one period of insurance or the limit shown in the schedule All claims arising from a single libel slander or infringement will be deemed to have been made during the period in which the claim was accepted by **Us**

Cover 2 – PR Crisis Communication

The schedule will show whether Cover A or B applies

Cover A PR Crisis Communication - Claims related

Cover

In the event of any incident occurring during the **Period of Insurance** which results or could result in **Adverse Publicity** **We** will pay the reasonable costs necessarily incurred for the services of marketing and public relations specialists chosen by **Us** or approved by **Us** to help minimise the risk of damage to **Your** reputation or public and market confidence in **Your Business**

Provided that

- (a) the incident in **Our** opinion could result in a claim under the Liabilities or Trustees' and management liability sections of the policy
- (b) **You** take all reasonable measures to avoid or mitigate **Adverse Publicity**

Limit of liability

The maximum amount **We** will pay is £25,000 or the limit shown in the schedule any one incident and in any one period of insurance

Cover B PR Crisis Communication - Any incident

Cover

In the event of any incident occurring during the **Period of Insurance** which results or could result in **Adverse Publicity** **We** will pay the reasonable costs necessarily incurred for the services of marketing and public relations specialists chosen by **Us** or approved by **Us** to help minimise the risk of damage to **Your** reputation or public and market confidence in **Your Business**

Provided that **You** take all reasonable measures to avoid or mitigate **Adverse Publicity**

Excluding the **Excess**

Limit of liability

The maximum amount **We** will pay is the limit shown in the schedule any one incident and in any one period of insurance

Conditions applicable to Cover B

It is a **Condition Precedent to Liability** that **You**

- 1 notify **Us** within 48 hours of **You**
 - a. becoming aware of **Adverse Publicity** or circumstances which may result in a claim under this section
 - b. receiving any offer to make amends following **Adverse Publicity** and provide any details or information available
- 2 co-operate and undertake immediately any reasonable action required by the marketing or public relations specialist to mitigate any further **Adverse Publicity**
- 3 shall not make or allow to be made on **Your** behalf any agreement to any publication taking place that you know may result in **Adverse Publicity**

Note (not forming part of the policy):

In the event of a public relations (PR) crisis that may damage the reputation of, or affect public opinion about, your organisation:

- 1 It is critical that action to redress the situation is taken without any delay and that is why we require you to react so urgently under the special conditions.
- 2 You should seek advice as soon as reasonably possible through our Public Relations (PR) Crisis & Media Assistance Helpline Service - see the Helpline page of this policy for contact details. If you require more than helpline advice then this section will help towards covering expenses incurred for the services of our chosen marketing and public relations specialists.
- 3 We would suggest that a suitable person is appointed as quickly as possible to act as a 'crisis co-ordinator'. This person will have the responsibility for receiving all enquiries relating to the 'crisis' and communicating such enquiries with our chosen marketing and public relations specialists. The appointment of a crisis co-ordinator should help reduce the risk of delay in getting advice to you.

Cover 3 – Death of Patron

Cover

If the **Business** carried on by **You** at the **Premises** is interrupted or interfered with as a result of the following

- (a) death of **Your** Patron before the age of 70
- (b) **Your** Patron being subject to a criminal investigation or offending public taste during the **Period of Insurance**

Limit of liability

We will pay up to £25,000 in any one period of insurance for the amount of loss in **Revenue** as a result of the interruption or interference to **Your Business**

We will not pay for a period of more than three months during which the **Business** is interrupted or interfered with

- (i) in respect of (a) commencing from the date of the death of **Your** Patron
- (ii) in respect of (b) from the date the criminal investigation or act offending public taste became public knowledge

Section exclusions

We will not provide any indemnity

- (a) where indemnity is provided by any other insurance
- (b) in respect of liability assumed by agreement unless liability would have attached without such agreement
- (c) in respect of the consequences of any circumstances known to **You** at the commencement of this cover which may give rise to a claim
- (d) (i) for **Adverse Publicity** that results from an intentional or malicious act by any trustee director or partner of **Yours**
(ii) for criminal or intentional libel slander or infringement
- (e) for any damages costs or expenses brought about by the personal spite or ill will of **You** towards a claimant in respect of libel or slander
- (f) for fines penalties or punitive exemplary aggravated or multiplied damages
- (g) in respect of publication or utterances made at the direction of any party entitled to indemnity by this section with the knowledge of the libellous or slanderous effect thereof
- (h) in respect of any legal actions in a court of law outside the **Geographical Limits**
- (i) for any goods or products manufactured sold supplied installed recalled repaired altered or maintained by **You**

Section 9 – Hirers' liability

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

Definitions

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

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

Act of Terrorism

means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) 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

Bodily Injury

means bodily injury death disease or illness

Data

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

Event(s)

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

Hirer(s)

means any person over the age of 18 or group that enters into a contract with the **Insured** for the hire of the **Insured's Premises**

Injury

means **Bodily Injury** wrongful arrest or false imprisonment

Legal Costs

means

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

incurred with **Our** prior written consent

Pollution or Contamination

means **Injury** or **Damage** directly or indirectly caused by or arising out of pollution or contamination of buildings or other structures or of water land or the atmosphere

Products

means goods (including containers and packaging) not in the custody or control of the **Hirer** sold supplied installed erected serviced repaired altered or treated by the **Hirer**

Any error in the sale supply or presentation of such goods is included in this definition

Property

means material property but this does not include **Data**

Cover

We will indemnify **Hirers** of **Your Premises** against their legal liability to pay damages and **Legal Costs** arising out of

- (a) accidental **Injury** of any person
- (b) accidental **Damage** to **Property**
- (c) nuisance trespass to land trespass to goods or interference with any easement right of air light water or way

We will not provide indemnity in respect of any liability which arises from any deliberate act or omission by the **Hirer** which could reasonably have been expected having regard to the nature and circumstances of such act or omission or which is a natural consequence of the hire of the **Insured's Premises**

happening during the **Period of Insurance** and arising solely in connection with their hire of **Your Premises**

Exclusions

No indemnity will be provided in respect of

- (a) any liability incurred in respect of events away from the hired **Premises**
- (b) any liability arising out of food and drink supplied by a professional caterer
- (c) any liability arising from **Damage** to **Property** which is owned or held in trust by the **Hirer** or which is in the custody or control of the **Hirer** but this exclusion will not apply in respect of the **Premises** including its contents fixtures and fittings but **We** shall not be liable for
 - (i) the first £250 of any **Damage** other than caused by fire or explosion
 - (ii) any liability arising solely under the terms of any contract or agreement
 - (iii) any liability which arises from an agreement to maintain in force insurance against loss of or damage to the **Premises** and its fixtures and fittings
- (d) any liability assumed by agreement unless liability would have attached without such agreement
- (e) any liability arising out of the use of bouncy castles or other inflatables fly walls bungee equipment or any similar activity equipment
- (f) any liability arising from bonfires and fireworks
- (g) any liability arising out of any organised sports activities
- (h) any liability which is more specifically insured elsewhere under any policy in the name of the **Hirer**
- (i) any liability arising out of the use of the **Premises** for
 - (i) any political or lobbying groups or meetings
 - (ii) business activities by commercial organisations
- (j) **Injury** to any employee of the **Hirer** if such injury arises out of and in the course of the employment by the **Hirer**

- (k) any liability arising directly or indirectly from **Pollution or Contamination** unless the **Pollution or Contamination** is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the **Period of Insurance** For the purposes of this exclusion all **Pollution or Contamination** which arises out of one incident shall be deemed to have occurred at the time such incident takes place
- (l)
 - (i) fines or penalties
 - (ii) liquidated damages
 - (iii) any compensation awarded by a court of criminal jurisdiction
 - (iv) multiplied aggravated exemplary or punitive damages
- (m) any liability directly or indirectly caused by resulting from or in connection with an **Act of Terrorism** arising at
 - (i) **Premises** of 40 storeys or more
 - (ii) sports stadia or exhibition venues where attendance may exceed 15,000 people at any one time

Limit of liability

The most **We** will pay under this section inclusive of all damages and **Legal Costs** for

1. any one **Event** (and all **Events** happening during any period of insurance caused by **Products**) which is directly or indirectly caused by or results from or is in connection with an **Act of Terrorism** or any action taken in controlling preventing suppressing or in any way relating to an **Act of Terrorism** shall not exceed the Hirers' liability limit of indemnity as stated in the schedule or £5,000,000 whichever is the less
If **We** allege that the injury or **Damage** has resulted from an **Act of Terrorism** the burden of proving the contrary shall be upon **You**
2.
 - (a) any one **Event**
 - (b) all **Events** happening during any period of insurance caused by **Products**

shall not exceed the limit of indemnity shown in the schedule

Condition

You must ensure that where **Your Premises** are to be used for activities (other than private functions) involving children or vulnerable adults the potential **Hirer** has a protection policy in force and written details of this are obtained prior to entering into a contract for the hire of **Your Premises**

Section 10 – Trustees' and management liability

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

Note (not forming part of the policy)

Cover is on a 'claims made' basis, which means it covers claims made against you – and notified to us – during the period of insurance. It is therefore most important that as soon as you become aware of any claim being made against you, or any circumstances that may give rise to a claim, you notify us in writing.

Definitions

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

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

Act of Terrorism

means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) 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

Bodily Injury

means bodily injury death disease or illness

Document

means any deed will certificate plan book letter agreement or document of any type (other than any bearer bond coupon bank or currency note or other negotiable instrument) produced in any printed written or electronic format which relates to the **Organisation** or **Related Body**

Employee

means anyone employed by the **Organisation Related Body** or **Trustee** under a contract of service or apprenticeship or directly engaged by the **Organisation** or **Related Body** without payment to carry out at any time

- (a) on behalf of the **Trustee** any duty concerning the **Organisation** or **Related Body** or
- (b) any other managerial or supervisory duty concerning the **Organisation** or **Related Body** or
- (c) any other work wholly or mainly for the charitable purposes of the **Organisation**

Environmental Defence Costs

means legal costs charges and expenses reasonably incurred in obtaining advice and representation in the defence of any criminal proceedings which are initiated during the **Period of Insurance** in respect of any actual alleged or threatened seepage pollution or contamination of any kind

Investigation Costs

means legal costs charges and expenses reasonably incurred in obtaining advice and representation concerning any proceedings which are initiated during the **Period of Insurance** by any government department or agency to investigate or examine the affairs of the **Organisation** or **Related Body**

Loss

means

- (a) damages and costs which are payable to another person as a result of a claim made by that person during the **Period of Insurance**
- (b) legal costs charges and expenses reasonably incurred in defending or appealing the claim described in (a) above or other legal proceedings initiated during the **Period of Insurance**

Organisation

means the charity community interest company or other voluntary not-for-profit organisation which is named or identified in the schedule

Outside Trustee

means any **Trustee** acting in the capacity of a trustee formally appointed on the written authority and request of the **Organisation** to the board or equivalent position in any voluntary not-for-profit entity other than

- (a) the **Organisation**
- (b) any entity
 - (i) having its securities listed or traded on any US exchange or
 - (ii) possessing any tangible or intangible asset located within the United States of America

Related Body

means any trust (other than a pension or retirement fund trust) or incorporated or unincorporated company or association which

- (a) exists wholly or mainly for the charitable purposes of the **Organisation** or
- (b) is a trustee director officer or member of the management committee of the **Organisation** or any body within (a) above

Subsidiary Companies

means any company or companies that is **Your** subsidiary as defined by the Companies Act 2006

Trustee**Applicable to Cover 1**

means anyone who is at any time a trustee director officer or member of the management committee of the **Insured**

Applicable to Cover 2

means anyone who is at any time a trustee director shadow director officer or member of the management committee of the **Organisation** or the **Related Body** and who is not

- (a) a trust corporation or
- (b) the receiver administrator administrative receiver liquidator or external auditor of that **Organisation** or **Related Body**

Wrongful Act

means any actual or alleged act which is wrongfully committed or attempted by the **Trustee** when carrying out his or her duties on or after the appropriate Wrongful Act Date (if any) stated in the schedule

You/Your**Applicable to Cover 1**

means the **Insured** named in the schedule

Applicable to Cover 2

means anyone who is entitled to make a claim for indemnity under this section

Cover 1 – Trustees' liability

Cover

- (a) **We** will indemnify
- (i) the **Trustee** against all sums which the **Trustee** becomes legally liable to pay as damages and all other costs and expenses as a result of the **Wrongful Act** which gives rise to a claim made against the **Trustee** and notified to **Us** during the **Period of Insurance**
 - (ii) the **Insured** against all sums which the **Insured** is required or permitted by law to pay to or on behalf of the **Trustee** for the **Trustee's** legal liability for damages and all other costs and expenses as a result of the **Wrongful Act** which gives rise to a claim made against the **Trustee** and notified to **Us** during the **Period of Insurance**
- (b) **We** will indemnify the **Insured** or **Trustee** against all sums which the **Insured** or **Trustee** becomes legally liable to pay as damages and all other costs and expenses including reasonable costs incurred for restoration as a result of a document relating to the **Business** being subject to **Damage** which is discovered during the **Period of Insurance** and notified to **Us** within 30 days

Exclusions

We will not provide any indemnity in respect of

- (i) anything for which indemnity is provided under any other section of or extension to this policy or by any other source
- (ii) anything which was done when known to be a **Wrongful Act** or ignoring that possibility
- (iii) the consequences of any circumstances known by the **Insured** or **Trustee** at the commencement of this cover which may give rise to a claim
- (iv) liability arising from **Bodily Injury** to any person **Damage** to property (other than as provided under paragraph (b) of this cover) or infringement of intellectual property rights
- (v) liability arising from the rendering of any counselling advice or other service
- (vi) anything done in the capacity of **Trustee** or administrator of any pension fund or scheme
- (vii) any person committing or condoning any criminal dishonest or fraudulent act or omission
- (viii) liability assumed by agreement unless liability would have attached without such agreement
- (ix) liability arising from any failure to arrange or maintain insurance
- (x) any legal action brought in a court of law outside the **Geographical Limits**
- (xi) liability arising from any allegation of unfair or wrongful dismissal and any other employment dispute
- (xii) liability arising from anything manufactured sold or supplied by or on behalf of the **Insured**
- (xiii) liability arising from any **Wrongful Act** subsequent to the effective date of takeover or merger of the **Insured** by or with any other entity
- (xiv) any actual or alleged legal liability arising directly or indirectly from
 - (a) exposure to or
 - (b) inhalation of or
 - (c) fears of the consequence of exposure to or inhalation of or
 - (d) damage to property or any other loss arising from **Asbestos**
- (xv) any actual or alleged legal liability for the costs of cleaning up or removal of **Asbestos**
- (xvi)(a) the failure of any computer or other electronic processing device or of any program instruction or data for use in any computer or other electronic processing device equipment or system to function in the way expected or intended

- (b) the transmission or receipt of any virus program or code that causes loss or damage to any computer system and/or prevents or impairs its proper function or performance
 - (xvii) any loss damage cost or expense
 - (a) directly or indirectly caused by contributed to by resulting from or arising out of or in connection with any **Act of Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - (b) of whatsoever nature 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**
- If **We** allege that by reason of this exclusion any loss damage cost or expense is not covered by this policy the burden of proving the contrary shall be upon **You**
- (xviii) liability arising from any
 - (a) personal guarantee or assurance given by the **Trustee** to anyone (other than the **Trustee** giving assurance that the **Trustee** has the authority to do something) or
 - (b) agreement that the **Trustee** shall pay any penalty or fixed sum of money to anyone unless the **Trustee** would still be legally liable even if that guarantee assurance or agreement did not exist
 - (xix) the first £250 of each and every claim made under this cover

Limit

The most **We** will pay in the **Period of Insurance** in respect of paragraph (b) is £50,000 and for all other claims £100,000

All claims resulting from a single **Wrongful Act** will be deemed to have been made during the period in which the first claim was accepted by **Us**

Conditions

1 Personal cover

- (a) **We** will treat
 - (i) the application for this insurance as a separate application for cover by each **Trustee**
 - (ii) each claim made against any **Trustee** and each loss suffered by any **Trustee** as personal to that **Trustee**
 - (iii) each claim for indemnity by any **Trustee** as personal to that **Trustee** and the right of each **Trustee** to indemnity shall not be affected by the situation or conduct of anyone else
- (b) If the legal liability of the **Trustee** is imputed or transferred to the lawful spouse of the **Trustee** or any person deriving similar status in law **We** will provide to that person the personal indemnity to which the **Trustee** would be otherwise entitled under this cover
- (c) If the **Trustee** should die become insolvent or mentally incapacitated **We** will provide to the estate heirs legal representatives or assigns of the **Trustee** the personal indemnity to which the **Trustee** is entitled under this cover
- (d) If the lawful spouse of the **Trustee** or any person deriving similar status in law is entitled to any indemnity under (b) above and dies becomes insolvent or mentally incapacitated **We** will provide that person's estate heirs legal representatives or assigns the personal indemnity to which that person is so entitled

2 Special Condition

- (a) The **Insured** shall submit annual reports and accounts to their appropriate regulatory authority in accordance with prescribed timescales
In the event of **Your** auditor or independent examiner qualifying their opinion or expressing concerns about **Your** accounts accounting procedures or financial position in any of **Your** Report and Accounts notification of such qualification and subsequent action taken by **You** and **Your** regulatory authority is to be notified to **Us** as soon as reasonably possible
- (b) The cover provided is only in force if **You** have the authority to acquire this type of cover and **You** have fulfilled any requirements of **Your** Charity Regulator

Cover 2 – Trustees' and management liability

Cover

If **You** make a valid claim under any of the paragraphs (a) (b) or (c) below **We** will provide the indemnity described in that paragraph by making a payment in the manner described in Cover paragraphs (d) and (e)

If **You** have met (or will be meeting) the liability and/or cost of a valid claim **We** will reimburse **You** with a corresponding payment

- (a) Trustee liability
We will indemnify the legal liability of the
- (i) **Trustee** for **Loss** or **Environmental Defence Costs** which results from his or her **Wrongful Act** as **Trustee**
 - (ii) **Employee** for **Loss** or **Environmental Defence Costs** which results from his or her **Wrongful Act** when acting on behalf of the **Trustee**
 - (iii) **Trustee** or **Employee** for **Investigation Costs**
- (b) Organisation liability
We will indemnify the legal liability of the
- (i) **Organisation** or **Related Body** for **Loss** or **Environmental Defence Costs** which results from a **Wrongful Act** by a **Trustee**
 - (ii) **Organisation** or **Related Body** for **Loss** or **Environmental Defence Costs** which results from a **Wrongful Act** by an **Employee** when acting on behalf of the **Trustee**
 - (iii) **Organisation** or **Related Body** for **Investigation Costs**
- (c) Loss of documents
We will indemnify
- (i) the legal liability of the **Organisation Related Body** or **Trustee** for **Loss** which results from **Damage** to the **Document** provided that this **Damage**
 - (a) occurs while that **Document** is held by or is being sent to or from any of them their agent or the **Employee** and
 - (b) is discovered during the **Period of Insurance**
 - (ii) any reasonable and necessary cost incurred by that **Organisation Related Body** or **Trustee** in restoring or replacing that **Document**

- (d) Payment
- (i) If **You** are the **Organisation** or **Related Body** and **You** are required by law to indemnify the **Trustee** or **Employee** or another person for any legal liability of that **Trustee** or **Employee** which **We** cover under Cover paragraph (a) (b) or (c) above **We** will make on **Your** behalf the payment as required by law
 - (ii) If **You** are the **Organisation** or **Related Body** and **You** are permitted by law to indemnify the **Trustee** or **Employee** for any legal liability of that **Trustee** or **Employee** which **We** cover under Cover paragraph (a) (b) or (c) above **We** will make on **Your** behalf the payment **You** are permitted to make
 - (iii) If **You** are the **Trustee** or **Employee** and **You** are required by law to indemnify another person for any legal liability **You** have which **We** cover under Cover paragraph (a) (b) or (c) above **We** will make on **Your** behalf the payment as required by law
 - (iv) If none of (i) (ii) or (iii) above applies **We** will make the appropriate payment direct to the **Insured** for what **We** cover under Cover paragraph (a) (b) or (c) above
- (e) Death or incapacity
- (i) If **You** die or become insolvent or mentally incapacitated **We** will provide to **Your** estate heirs legal representatives or assigns the personal indemnity to which **You** are entitled under this section
 - (ii) If **Your** lawful spouse or any person deriving similar status in law is entitled to any indemnity under (i) above and dies or becomes insolvent or mentally incapacitated **We** will provide to that person's estate heirs legal representatives or assigns the personal indemnity to which that person is so entitled

Exclusions

No indemnity will be provided in respect of

- (a) any claim resulting from a situation which existed prior to the **Period of Insurance** and which **You** the **Organisation** **Related Body** or **Trustee** knew or should have known might result in any type of claim for indemnity hereunder
- (b) any claim where **You** are entitled to indemnity from any other source or would be entitled but for this insurance
- (c) the **Trustee's** or **Employee's**
 - (i) liability to the **Organisation** or **Related Body** or
 - (ii) costs in any proceedings in which either that **Trustee** or **Employee** is convicted of a criminal offence or such a conviction is upheld on appeal

resulting from the conduct as **Trustee** of that **Trustee** or **Employee** who either knew or must be assumed to have known that such conduct was not in the best interests of the **Organisation** or **Related Body** or did not care whether or not this was so
- (d) **Your** claim arising from something that **You** actually did which was intended to provide improper financial gain for anyone or was malicious
This exclusion shall only apply where such acts are established by a final decision of a court or tribunal or any formal admission by **You**
- (e)
 - (i) fines or penalties
 - (ii) liquidated damages
 - (iii) any compensation awarded by a court of criminal jurisdiction
 - (iv) multiplied aggravated exemplary or punitive damages other than exemplary damages awarded in an action for libel or slander

- (f) any claim for which legal action is brought outside the European Union Channel Islands or Isle of Man
- (g) any actual or alleged legal liability for
 - (i) **Damage** to or loss of use of any property (other than the **Document**) or
 - (ii) infringement of any intellectual property rights or
 - (iii) breach of any duty owed to anyone in providing any professional service
- (h) any actual or alleged legal liability
 - (i) for seepage pollution or contamination of any kind other than to the extent of the **Environmental Defence Costs** or
 - (ii) arising directly or indirectly from
 - (a) exposure to or
 - (b) inhalation of or
 - (c) fears of the consequence of exposure to or inhalation of or
 - (d) damage to property or any other loss arising from **Asbestos** or
 - (iii) for the costs of cleaning up or removal of **Asbestos**
- (i) (i) any loss damage liability claim cost or expense of whatsoever nature directly or indirectly caused by contributed to by resulting from arising out of or in connection with any **Cyber Act** or **Cyber Incident** including but not limited to any action taken in controlling preventing suppressing or remediating any **Cyber Act** or **Cyber Incident** regardless of any other cause or event contributing concurrently or in any other sequence thereto
 - (ii) any loss of use reduction in functionality repair replacement restoration or reproduction of any **Data** including any amount pertaining to the value of such **Data**

However this exclusion shall not apply to claims for legal liability under Cover 2 (a) Trustees' and management liability arising from a **Wrongful Act** of

 - (i) any **Trustee** when carrying out any duty as **Trustee** or
 - (ii) any **Employee** when acting on behalf of the **Trustee** when carrying out any duty of the **Trustee**

involving access to processing of use of or operation of any **Computer System** or **Data**
- (j) **Your** claim arising from **Your** failure to arrange or maintain insurance for the **Organisation Related Body** or **Trustee**
- (k) **Your** claim arising from any
 - (i) personal guarantee or assurance **You** give to anyone (other than **Your** assurance that **You** have authority to do something) or
 - (ii) agreement that **You** shall pay any penalty or fixed sum of money to anyone unless **You** would still be legally liable even if that guarantee assurance or agreement did not exist
- (l) any claim resulting directly or indirectly from **You** acting in the capacity as trustee or administrator of any pension or retirement fund or scheme
- (m) any claim arising from any **Wrongful Act** subsequent to the effective date of takeover or merger of the **Organisation** by or with any other entity
- (n) any claim under cover paragraph (b) (i) or (ii) arising out of any
 - (i) actual or alleged breach of any contract or agreement
 - (ii) trading losses or liabilities or debts incurred by any business managed by or carried out by the **Organisation**
- (o) any actual or alleged legal liability for anyone's **Bodily Injury** mental anguish or emotional distress
- (p) any actual or alleged legal liability for **Loss** directly resulting from anything manufactured sold or supplied by the **Organisation Related Body** or **Trustee**

- (q) any actual or alleged legal liability for **Loss** relating to any claim for unfair or wrongful dismissal or any other employment dispute
- (r) any loss damage cost or expense
 - (i) directly or indirectly caused by contributed to by resulting from or arising out of or in connection with any **Act of Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - (ii) of whatsoever nature 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**

If **We** allege that by reason of this exclusion any loss damage cost or expense is not covered by this policy the burden of proving the contrary shall be upon **You**

Limits and excess

- (a) If a particular **Wrongful Act** or other event results in more than one claim by **You** under this section **We** will treat all the claims concerned as if they were a single claim made at the time of the earliest of the corresponding
 - (i) claims made against **You** which result in **Loss** or
 - (ii) proceedings which are initiated against **You** which result in **Investigation Costs** or **Environmental Defence Costs** or
 - (iii) losses (other than **Loss Investigation Costs** or **Environmental Defence Costs**) which **You** discover **You** have suffered
- (b) Unless (c) below applies **We** will deduct from what **We** pay **You** for each single claim the amount stated in the schedule as being the **Excess** applicable to the particular Cover under which **You** make the claim
 However if that single claim involves more than one Cover and more than one **Excess** applies **We** will only deduct the largest **Excess** from the total **We** pay **You**
You must bear the amount of every **Excess** which **We** deduct
- (c) If upon conclusion of all legal proceedings (including all appeal proceedings) relating to **Your** single claim **You** are neither found to have any legal liability to pay any damages to anyone nor convicted of any offence for which **You** have been tried **We** will not deduct any **Excess** from what **We** pay **You** for that single claim
- (d) After the deduction of any **Excess** that applies the most **We** will pay **You** for the total of all **Your** claims in the **Period of Insurance**
 - (i) for **Environmental Defence Costs** is £250,000
 - (ii) under Cover paragraph (c) Loss of documents is £100,000
 - (iii) under this section is the amount stated in the schedule as the Limit of indemnity
 - (iv) for **Investigation Costs** is £250,000

Conditions

(a) Notification of claims

It is a **Condition Precedent to Liability** that **You**

- (i) give **Us** written notice of every
 - (a) situation **You** become aware of during the **Period of Insurance** which might reasonably result in any claim under this section
 - (b) loss **You** discover or claim made against **You** during the **Period of Insurance** for which there may be cover under this section

as soon as possible and always within one month of **You** becoming aware of it

If anything **You** notify under (i) (a) above does result in a claim under this section that claim will be treated as having resulted from a claim made or legal proceedings initiated against **You** within the **Period of Insurance**

- (ii) send **Us** immediately and unanswered every letter claim form summons or similar document concerning **Your** claim which **You** receive
- (iii) give **Us** as soon as possible all the information documents and assistance **We** need to deal with everything **You** notify under (a) above and **Your** claim
- (iv) do not make any admission of liability or any offer promise or payment of indemnity to anyone without **Our** consent

(b) Conduct and settlement of claims

- (i) **You** shall not have to carry on any legal proceedings or settle any claim unless counsel (whom **You** and **We** agree to appoint) considers that this is in **Your** best interests
- (ii) **We** will be entitled at any time to take over and conduct in **Your** name the defence or settlement of any claim or the pursuit for **Our** benefit of any claim **You** may have against someone else

If **We** do this **You** must give **Us** any information or assistance **We** reasonably need to carry on legal proceedings or settle claims which **We** will do in the way **We** think best

- (iii) **We** will advance legal costs charges and expenses incurred with **Our** prior written consent provided that if it is finally established that **You** are not entitled to any such advance payments of the sums advanced they shall be repaid to **Us**

(c) Personal cover

- (i) **We** will treat
 - (a) the application for this insurance as a separate application for cover by each of **You**
 - (b) each claim made against **You** and each loss suffered by **You** as personal to **You**
 - (c) each claim **You** make for indemnity as personal to **You**
 and the right of each of **You** to indemnity shall not be affected by the situation or conduct of anyone else
- (ii) **Our** liability under any and all contracts of insurance evidenced or deemed to be evidenced by this section shall be the liability so specified in this section as applicable to any one such contract and shall not (except as so specified) be varied or deemed varied because of the number or type of individuals or bodies insured by this section or their claims
- (iii) If **Your** legal liability for any **Loss Investigation Costs** or **Environmental Defence Costs** is by operation of law imputed or transferred to **Your** lawful spouse or any person deriving similar status in law **We** will provide to that person the personal indemnity to which **You** would be otherwise entitled under this section in respect of that liability

(d) Notices

- (i) **You** must send notices to **Us** at the address stated in the schedule or any other address **We** have given **You** for that purpose
- (ii) **We** will send notices to **You** at the latest address **You** have given **Us** or (if **We** do not have this address) at the latest address **We** have for the **Insured**

Extensions

1 Extended reporting period

If **We** or the **Insured** cancels or **We** refuse to offer renewal of this section of the policy and **You** do not replace the cover by any other similar policy with another insurer then **You** shall be entitled to an extension of the expiring period of cover provided by this section of

(i) 30 days or

(ii) 12 months at 50% of the latest annual premium

in respect of claims made after the effective date of such cancellation or refusal to renew provided that

- (a) written notice is given to **Us** within 15 days of the effective date of cancellation or non-renewal of this section
- (b) payment is made to **Us** within 30 days of the effective date
- (c) the claim arises from a **Wrongful Act** prior to the date of cancellation or refusal to renew

The offer by **Us** of terms conditions or limits of indemnity that differ from those of the expiring period of insurance shall not constitute a refusal to renew

This extension does not apply in the event that the policy is cancelled for non-payment of premium

2 Retired trustees

In the event that the **Insured** does not renew this section of the policy and only in respect of any **Trustee** or **Employee** who retires prior to the date of non-renewal this section of the policy will continue in force for a period of 72 months from the date of non-renewal provided that

- (a) cover will only apply to claims arising from any **Wrongful Act** prior to the date of retirement of the **Trustee** or **Employee**
- (b) the period will run concurrently with any Extended reporting period
- (c) no indemnity is provided by any other insurance

3 Outside boards

This cover shall extend to any **Wrongful Act** committed in the capacity of **Outside Trustee** but only in excess of the aggregate of any other potentially applicable cover whether or not it actually responds

4 Emergency costs and expenses

In the event **You** are unable to contact **Us** to obtain consent to authorise costs and expenses following a claim **We** agree to reimburse **You** for emergency costs and expenses for an amount of up to 10% of the limit of indemnity

For the avoidance of doubt the above is a sub-limit which does not increase the limit of indemnity

Section 11 – Legal expenses

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

Note (not forming part of the policy):

To ensure an expert service the cover under this section has been arranged through ARAG Legal Expenses Insurance Company Limited (ARAG).

We are responsible for paying any claims under this section but ARAG manage all claim matters and correspondence on our behalf.

If you wish to speak to ARAG about a legal problem or make a claim, please phone:

 **0345 268 9124**

ARAG will ask you about your legal issue and if necessary call you back at an agreed time to deal with your query.

The legal advisers will help you to understand what your legal rights are, what course of action can be taken and whether the issue could be covered under this policy. It is important that you call the legal advice service as soon as possible, as it may improve your chances of a successful outcome, or mitigate matters from progressing further.

The online information and tools are also useful in helping you to resolve your legal issue.

Reporting a claim

Please do not ask for help from a lawyer or anyone else before ARAG have agreed that you should do so. If you do, we will not pay the costs involved even if ARAG accept the claim.

To report your claim, use the online tool at www.arag.co.uk or call ARAG on **0345 268 9124**, available 24 hours a day, 7 days a week. Have your reference number TS5/6773743 ready and ARAG will ask you about your claim.

In the days after reporting the claim, ARAG will check if your claim is covered by this section of the policy, and will decide on the best course of action for you. This may include directing you to the legal advice helpline or online tools (if you have not already used them for your legal issue), submitting the claim under a different section of your policy, or perhaps registering a complaint with the person you want to claim against. If it is best to deal with the matter as a legal claim, ARAG will send it to a lawyer who specialises in your type of claim.

The lawyer will assess your case and tell you how likely it is you will win. If you are more likely than not to win, the lawyer will manage the case from start to finish.

Determining your likelihood of winning is important, in order to ensure that the court does not consider your claim to be a waste of resources and to safeguard you against having to pay damages to the other side as a result of pursuing a claim that you are likely to lose.

Please note this is an overview of the claims process for guidance purposes only. ARAG's claims handlers can answer any questions you may have when they receive your claim. Alternatively you can visit claims.araginsurance.co.uk

ARAG Legal Expenses Insurance Company Limited
 Unit 4a,
 Greenway Court,
 Bedwas,
 Caerphilly
 CF83 8DW

Registered in England and Wales, company number 103274. ARAG Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

Website: www.arag.co.uk

ARAG Data Protection

In addition to any other data processing notice provided in relation to this policy, data under this policy will be processed by ARAG Legal Expenses Insurance Company Ltd (ARAG). When you purchase and use this policy, ARAG will process personal information about you, and anyone else whose details are provided to them to provide you with a service or a claim.

ARAG will process your personal information in accordance with their Privacy Notice. You can find their Privacy Notice online at www.arag.co.uk/privacy. Alternatively, you can make a request for a printed copy to be sent to you by contacting dataprotection@arag.co.uk.

Definitions

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

Other defined words can be found in the 'Policy definitions'

Appointed Representative

means the **Preferred Law Firm** law firm tax consultancy accountant or other suitably qualified person **ARAG** appoint to act on the **Insured Person's** behalf

ARAG

means ARAG Legal Expenses Insurance Company Limited

ARAG Standard Terms of Appointment

means the terms and conditions (including the amount **We** will pay to an **Appointed Representative**) that apply to the relevant type of claim which could include a conditional fee agreement (no win no fee)

Where a law firm is acting on the **Insured's** behalf the amount **We** will pay is currently £100 per hour

This amount may vary from time to time

Charity Commission Enquiry/enquiries

means an investigation carried out by the Charity Commission into the **Insured's** business accounts

Costs and Expenses

means

1. All reasonable proportionate and necessary costs chargeable by the **Appointed Representative** and agreed by **ARAG** in accordance with the **ARAG Standard Terms of Appointment**
2. The costs incurred by opponents in civil cases if the **Insured Person** has been ordered to pay them or the **Insured Person** pays them with the agreement of **ARAG**

Countries Covered

means

For **Insured Events 2** – Legal defence (excluding 2e. – Legal defence Formal investigations and disciplinary hearings and 2f. – Legal defence Statutory notice appeals) and **Insured Event 6b.** – Property protection and personal injury Personal injury

The United Kingdom of Great Britain and Northern Ireland the European Union the Isle of Man the Channel Islands Albania Andorra Bosnia and Herzegovina Gibraltar Iceland Liechtenstein Monaco Montenegro North Macedonia Norway San Marino Serbia Switzerland and Turkey

For all other **Insured Events**

The United Kingdom of Great Britain and Northern Ireland the Isle of Man and the Channel Islands

Date of Occurrence

means

1. For civil cases (other than as specified under 3. to 8. below) the date of the event that leads to a claim
If there is more than one event arising at different times from the same originating cause the **Date of Occurrence** is the date of the first of these events
(This is the date the event happened which may be before the date the **Insured** or the **Insured Person** first became aware of it)
2. For criminal cases the date the **Insured Person** began or is alleged to have begun to break the law
3. For **Insured Event 2e.** – Legal defence Formal investigations and disciplinary hearings the date when an **Insured Person** first became aware of the investigation or disciplinary hearing against them
4. For **Insured Event 2f.** – Legal defence Statutory notice appeals the date when the **Insured Person** is issued with the relevant notice and has the right to appeal
5. For **Insured Event 3** – Statutory licence appeal the date when the **Insured** first became aware of the proposal by the relevant licensing or regulatory authority to suspend alter the terms of or refuse to renew or cancel the **Insured's** licence or mandatory registration or British Standard Certificate of Registration
6. For **Insured Event 7a.** – Tax protection for **Tax Enquiries** the date when HM Revenue & Customs or the relevant authority first notifies the **Insured** of its intention to carry out an enquiry
7. For **Insured Event 7b.** – Tax protection for **Charity Commission Enquiries** the date the **Insured** receives notification from the Charity Commission that they are to conduct an investigation
8. For **Insured Events 7c. and d.** – Tax protection for **VAT Disputes** or **Employer Compliance Disputes** the date the dispute arises during the **Period of Insurance** following the issue of an assessment written decision or notice of a civil penalty

Employer Compliance Dispute(s)

means a dispute with HM Revenue & Customs concerning the **Insured's** compliance with Pay As You Earn Social Security Construction Industry or IR35 legislation and regulations

Insured Event(s)

means the circumstances in which the insurance provided by this section will operate as described in each separate cover

Insured Person

means

1. The **Insured** and the directors trustees partners managers employees and volunteers or any other individuals declared to **ARAG** by the **Insured**
2. The estate heirs legal representatives or assigns of any person mentioned in 1. above in the event of such person dying
3. A person contracted to work for the **Insured** who works for them on the same basis as their employees and performs that work under their supervision and direction

Limit of Indemnity

means the most **We** will pay in **Costs and Expenses** and any compensation awards payable by **Us** for all claims resulting from one or more events arising at the same time or from the same originating cause

Please refer to the policy schedule for this amount

In respect of **Insured Event 1.b.** – Employment disputes and compensation awards Compensation awards the most **We** will pay for the total of all compensation awards in any one **Period of Insurance** shall not exceed £1,000,000

This total limit will form part of and not be in addition to the **Limit of Indemnity**

Period of Insurance

means the period for which **We** have agreed to cover the **Insured** and for which **We** have accepted the premium.

Preferred Law Firm

means a law firm barrister or tax expert **ARAG** choose to provide legal or other services

These specialists are chosen as they have the proven expertise to deal with the **Insured Person's** claim and must comply with **ARAG's** agreed service standard levels which they audit regularly

They are appointed according to the **ARAG Standard Terms of Appointment**

Reasonable Prospects

means

1. For civil cases the prospects that the **Insured Person** will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that **ARAG** have agreed to including an enforcement of judgment) or make a successful defence must be at least 51%
ARAG or a **Preferred Law Firm** or tax consultancy on their behalf will assess whether there are **Reasonable Prospects**
2. For criminal cases there is no requirement for there to be prospects of a successful outcome
3. For civil and criminal appeals the prospects of a successful outcome must be at least 51%

Tax Enquiry(ies)

means a written notice of enquiry issued by HM Revenue & Customs to carry out an Income Tax or Corporation Tax compliance check which either

1. includes a request to examine any aspect of the **Insured's** books and records or
2. advises of a check of the **Insured's** whole tax return

VAT Dispute(s)

means a dispute with HM Revenue & Customs following the issue of an assessment written decision or notice of a civil penalty relating to the **Insured's** VAT affairs

Cover

We will indemnify the **Insured** (or where specified the **Insured Person**) in respect of any **Insured Event** shown as included in the schedule arising in connection with the **Business** subject to the terms conditions exclusions and limitations set out in this policy provided that

1. **Reasonable Prospects** exist for the duration of the claim
2. the **Date of Occurrence** of the **Insured Event** is
 - a. during the **Period of Insurance** or
 - b. during the currency of a previous equivalent legal expenses insurance policy provided that
 - i. the previous legal expenses insurance policy required the **Insured** to report claims during its currency
 - ii. the **Insured** could not have notified a claim previously as they could not have reasonably been aware of the **Insured Event**
 - iii. cover has been continuously maintained in force
 - iv. any claim that should have been reported under a previously operative legal expenses insurance policy will not be covered by **Us** and
 - v. the available **Limit of Indemnity** shall be limited to the lesser of the sums payable under this or the **Insured's** previous policy
3. the **Insured Event** happens within the **Countries Covered**
4. any legal proceedings will be dealt with in the **Countries Covered** by
 - a. a court or
 - b. employment tribunal or employment appeal tribunal or
 - c. arbitration where parties to a dispute appoint an arbitrator to determine the evidence and issue a decision which is recognised by and enforceable through a court or
 - d. the Equality and Human Rights Commission or Equality Commission for Northern Ireland or
 - e. any other body which replaces any of the above or which **ARAG** agree to

What we will pay

We will pay an **Appointed Representative** on the **Insured's** behalf **Costs and Expenses** incurred following an **Insured Event** and any compensation awards that **ARAG** have agreed to provided that

1. the most **We** will pay for **Costs and Expenses** and compensation awards in respect of all claims resulting from one or more event arising at the same time or from the same originating cause is shown as the **Limit of Indemnity** in the policy schedule
2. the most **We** will pay in **Costs and Expenses** is no more than the amount **We** would have paid to a **Preferred Law Firm** or tax consultancy
The amount **We** will pay a law firm (where acting on the **Insured's** behalf) is currently £100 per hour - this amount may vary from time to time

3. in respect of an appeal or the defence of an appeal the **Insured** must tell **ARAG** as soon as possible and within the statutory time limits allowed that they want to appeal
Before **We** pay the **Costs and Expenses** for appeals **ARAG** must agree that **Reasonable Prospects** exist
4. in respect of an enforcement of judgment to recover money and interest due to the **Insured** after a successful claim under this section of the policy **ARAG** must agree that **Reasonable Prospects** exist
5. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages the most **We** will pay in **Costs and Expenses** is the value of the likely award and
6. in respect of **Insured Event 2g. – Legal defence Jury service and court attendance** the maximum **We** will pay is the **Insured Person's** net salary or wages for the time that they are absent from work less any amount the **Insured** court or tribunal have paid them
We will also reimburse the **Insured** for net salary or wages that they have paid the **Insured Person** for that time less any amount they have been paid by or can recover from the court or tribunal

What we will not pay

1. In the event of a claim if the **Insured** decides not to use the services of a **Preferred Law Firm** or tax consultancy the **Insured** will be responsible for any costs that fall outside the **ARAG Standard Terms of Appointment** and these will not be paid by **Us**
2. If the **Insured** is registered for VAT **We** will not pay the VAT element of any **Costs and Expenses**
3. The first £500 of any contract dispute claim where the amount in dispute exceeds £5,000 (including VAT)
If the **Insured** is using a **Preferred Law Firm** the **Insured** will be asked to pay this within 21 days of their claim having been assessed as having **Reasonable Prospects**
If the **Insured** is using their own law firm this will be within 21 days of their appointment (following confirmation the claim has **Reasonable Prospects**)
If the **Insured** does not pay this amount the cover for the claim could be withdrawn

Insured events

1 Employment disputes and compensation awards

a. Employment disputes

Costs and Expenses to defend the **Insured's** legal rights

- i. before the issue of legal proceedings in a court or tribunal
 1. following the dismissal of an employee or
 2. where an employee or ex-employee has contacted ACAS ('Advisory, Conciliation and Arbitration Service') to commence the Early Conciliation procedure
- ii. in unfair dismissal disputes under the ACAS Arbitration Scheme or
- iii. in legal proceedings in respect of any dispute relating to
 1. a contract of employment with the **Insured** or
 2. an alleged breach of the statutory rights of an employee ex-employee or prospective employee under employment legislation

Exclusions

1. Any employment dispute where the originating cause of action arises within the first 90 days of the start of this section
2. Any notice of redundancy or alleged redundancy or unfair selection for redundancy which occurs within the first 180 days of the start of this section
3. Employee internal disciplinary or grievance procedures
4. Any claim in respect of damages for personal injury or loss of or damage to property
5. Any claim arising from or relating to Transfer of Undertakings Regulations (TUPE) or the Transfer of Employment (Pension Protection) Regulations
6. Any claim relating to pursuing the **Insured's** legal rights

If a claim is made under **Insured Event** 1 a. exclusions 1. and 2. above will not be enforced if the **Insured** can provide written evidence of continuous and equivalent employment legal expenses insurance immediately prior to inception of this section

b. Compensation awards

Where **ARAG** have accepted a claim under **Insured Event** 1a. – Employment disputes and compensation awards Employment disputes **We** will pay

- i. any basic and compensatory award
and/or
- ii. an order for compensation or damages following a breach of the **Insured's** statutory duties under employment legislation

Provided that

1. in cases relating to performance and/or conduct the **Insured** has throughout the employment dispute either
 - a. followed the ACAS Code of Practice on Disciplinary and Grievance Procedures or
 - b. followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland or
 - c. sought and followed advice from **ARAG's** Legal Advice Service (0345 268 9124)
2. for an order of compensation following the **Insured's** breach of statutory duty under employment legislation the **Insured** has at all times sought and followed advice from **ARAG's** Legal Advice Service since the date when the **Insured** knew or should have known about the employment dispute (0345 268 9124)
3. for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy the **Insured** has sought and followed advice from **ARAG's** Legal Advice Service before starting any redundancy process or procedure with employees (0345 268 9124)
4. any sum of money in settlement of a dispute is awarded by a court or tribunal or through the ACAS Arbitration Scheme under a judgment made after full argument and otherwise than by consent or default or is payable under settlement approved in writing in advance by **ARAG**

Exclusions

1. Any compensation award relating to the following
 - a. Trade union activities trade union membership or non-membership
 - b. Pregnancy or maternity rights paternity parental or adoption rights
 - c. Health & Safety related dismissals brought under section 44 of the Employment Rights Act 1996
 - d. Statutory rights in relation to trustees of occupational pension schemes
2. Non-payment of money due under a contract
3. Any award ordered because the **Insured** has failed to provide relevant records to employees under National Minimum Wage legislation

4. Any compensation award or increase in a compensation award relating to failure to comply with a current or previous recommendation made by a tribunal
5. A settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure

c. Employee civil legal defence

Costs and Expenses to defend the **Insured Person's** (other than the **Insured's**) legal rights if

- i. an event arising from their work leads to civil action being taken against them under legislation for unlawful discrimination or
- ii. civil action is being taken against them as trustee of a pension fund set up for the benefit of the **Insured's** employees

We will only provide cover for an **Insured Person** (other than the **Insured**) at the **Insured's** request

d. Service occupancy

Costs and Expenses to recover possession of premises owned by or for which the **Insured** is responsible from an employee of ex-employee of the **Insured**

Exclusion

Any claim relating to defending the **Insured's** legal rights other than defending a counter-claim that is an **Insured Event** under this section of the policy

2 Legal defence

Costs and Expenses to defend the **Insured Person's** legal rights in respect of the following

a. Criminal pre-proceedings cover

Prior to the issue of legal proceedings when dealing with the Police or other body with criminal investigatory powers where it is alleged that the **Insured Person** has or may have committed a criminal offence

b. Criminal prosecution defence

Following an event which leads to the **Insured Person** being prosecuted in a court of criminal jurisdiction

Provided that for **Insured Events** 2a. – Legal defence Criminal pre-proceedings and 2b. – Legal defence Criminal prosecution defence

- i. for claims relating to the Health and Safety at Work etc Act 1974 the **Countries Covered** shall be any place where the Act applies
- ii. **We** will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the business shown in the schedule

c. Data protection

If civil action is taken against the **Insured Person** for compensation under data protection legislation when handling personal data in their capacity as a data controller and/or a data processor by

- i. An individual
We will also pay any compensation award up to the **Limit of Indemnity** in respect of such a claim
- ii. Another data controller and/or data processor which arises out of or relates to a claim made by an individual for compensation against that data controller and/or data processor
We will not pay any compensation award in respect of such a claim

Provided that in respect of 2c.i. – Legal defence Data protection any sum of money in settlement of a dispute is awarded by a court under a judgment made after full argument and otherwise than by consent or default or is payable under settlement approved in advance by **Us**

We will not cover the cost of fines imposed by the Information Commissioner or any other regulatory and/or criminal body

d. Wrongful arrest

Civil action taken against the **Insured Person** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **Period of Insurance**

e. Formal investigations and disciplinary hearings

In representing the **Insured Person**

- i. throughout a formal investigation conducted by the Equality and Human Rights Commission or Equality Commission for Northern Ireland following a complaint against an **Insured Person**
- ii. throughout a formal investigation or disciplinary hearing conducted by any other relevant business association professional or regulatory body

f. Statutory notice appeals

An appeal against the imposition or terms of any statutory notice issued under legislation affecting the **Insured's Business**

We will also pay for

g. Jury service and court attendance

An **Insured Person's** absence from work

- i. to perform jury service
- ii. to attend any court or tribunal at the request of the **Appointed Representative** in relation to a claim that is an **Insured Event** under this section of the policy

Provided that for each of the above sections of **Insured Event 2 – Legal defence** the **Insured** requests that **ARAG** provides cover for the **Insured Person**

Exclusions

1. for 2a. – Legal defence Criminal pre-proceedings any criminal investigation or enquiry by or on behalf of HM Revenue & Customs
2. for 2a. – Legal defence Criminal pre-proceedings and 2b. – Legal defence Criminal prosecution defence any claim relating to a parking offence
3. for 2c. – Legal defence Data protection any claims relating to
 - a. the loss alteration corruption or distortion of or damage to stored personal data or
 - b. a reduction in the functionality availability or operation of stored personal data where either a. or b. above have resulted from hacking (unauthorised access) malicious or negligent transfer (electronic or otherwise) of a computer program that contains any malicious or damaging code computer virus or similar mechanism
4. for 2f. – Legal defence Statutory notice appeals
 - a. any statutory notice issued by an **Insured Person's** regulatory or governing body
 - b. any appeal against the imposition or terms of any statutory notice issued in connection with an **Insured's** licence mandatory registration or British Standard Certificate of Registration
5. for 2g. – Legal defence Jury service and court attendance any claim where the **Insured** or **Insured Person's** loss cannot be proven by them

3 Statutory licence appeal

Costs and Expenses in appealing to the relevant statutory or regulatory authority court or tribunal following a decision by a licensing or regulatory authority to suspend or alter the terms of or refuse to renew or cancel the **Insured's** licence or mandatory registration or British Standard Certificate of Registration

Exclusions

1. The original application or renewal application of a statutory licence or mandatory registration or British Standard Certificate of Registration
2. Any licence appeal relating to the ownership driving or use of a motor vehicle

4 Contract disputes

Costs and Expenses in a contractual dispute arising from an agreement or an alleged agreement which has been entered into by or on behalf of the **Insured** for the purchase hire sale or provision of goods or of services

Provided that

- a. the amount in dispute exceeds £250 (including VAT)
- b. If the amount in dispute exceeds £5,000 (including VAT) the **Insured** must pay the first £500 of any claim

If the **Insured** is using a **Preferred Law Firm** the **Insured** will be asked to pay this within 21 days of the claim having been assessed as having **Reasonable Prospects** - if the **Insured** does not pay this amount cover could be withdrawn

If the **Insured** is using their own law firm this will be within 21 days of their appointment following confirmation the claim has **Reasonable Prospects**

- c. if the dispute relates to money owed to the **Insured** a claim under this section is made within 90 days of the money becoming due and payable
- d. if the amount in dispute is payable in instalments the instalments due and payable at the time of making the claim exceed £250 (including VAT)

Exclusions

1. Unless equivalent legal expenses insurance was continuously in force immediately prior to the inception of this section any dispute arising from an agreement entered into prior to the start of this section if the **Date of Occurrence** is within the first 90 days of the cover provided by this section
2. Any claim relating to the following
 - a. A dispute relating to an insurance policy other than when the **Insured's** insurer refuses a claim
 - b. The
 - i. sale
 - ii. purchase
 - iii. lease
 - iv. licence
 - v. tenancy
 of land or buildings however **We** will cover a dispute with a professional adviser in connection with these matters
 - c. A loan mortgage pension guarantee or any other financial product however **We** will cover a dispute with a professional adviser in connection with these matters
 - d. A motor vehicle owned by or hired by or leased to the **Insured** other than agreements relating to the sale of motor vehicles where the **Insured** is engaged in the business of selling motor vehicles

3. A dispute with an employee or ex-employee which arises out of or relates to a contract of employment with the **Insured**
4. A dispute which arises out of the
 - a. sale or provision of computer hardware software systems or services or
 - b. purchase or hire of computer hardware software systems or services tailored by a supplier to the **Insured's** own specification
5. The recovery of money and interest due from another party other than disputes where the other party indicates that a defence exists

5 Debt recovery

Costs and Expenses in a dispute relating to the recovery of money and interest due from the sale or provision of goods or services including enforcement of judgments

Provided that

- a. the debt exceeds £250 (including VAT)
- b. the claim is made within 90 days of the money becoming due and payable
- c. **ARAG** have the right to select the method of enforcement or to forego enforcing judgment if they are not satisfied that there are or will be sufficient assets available to satisfy judgment

Exclusions

1. Unless equivalent legal expenses insurance was continuously in force immediately prior to the inception of this section any debt arising from an agreement entered into prior to the start of this section if the debt is due within the first 90 days of the cover provided by this section
2. Any claim relating to the following
 - a. The settlement payable under an insurance policy
 - b. The
 - i. sale
 - ii. purchase
 - iii. lease
 - iv. licence
 - v. tenancy
 of land or buildings
 - c. A loan mortgage pension guarantee or any other financial product however **We** will cover a dispute with a professional adviser in connection with these matters
 - d. A motor vehicle owned by or hired by or leased to the **Insured** other than agreements relating to the sale of motor vehicles where the **Insured** is engaged in the business of selling motor vehicles
3. A dispute which arises out of the sale or provision of computer hardware software systems or services
4. The recovery of money and interest due from another party where the other party indicates that a defence exists
5. Any dispute which arises from debts the **Insured** has purchased from a third party

6 Property protection and personal injury

a. Property protection

Costs and Expenses in a civil dispute relating to physical property which is owned by or the responsibility of the **Insured** provided that the **Insured** has established the legal ownership or right to the physical property or there are reasonable prospects of establishing the **Insured** has the legal ownership or right to the physical property that is the subject of the dispute following

- i. any event which causes physical damage to such physical property
or
- ii. a legal nuisance
or
- iii. a trespass

Exclusions

Any claim relating to the following

1. A contract entered into by the **Insured**
2. Physical property which is in transit or which is lent or hired out
3. Physical property at premises other than those occupied by the **Insured** unless it is at such premises for the purpose of installations or use in work to be carried out by the **Insured**
4. Defending the **Insured's** legal rights but **We** will cover defending a counter-claim that is an **Insured Event** under this section of the policy
5. A motor vehicle owned by or used by or hired by or leased to an **Insured Person** (other than damage to motor vehicles where the **Insured** is engaged in the business of selling motor vehicles)

b. Personal injury

At the **Insured's** request **We** will pay **Costs and Expenses** for an **Insured Person's** and their family members' legal rights following a specific or sudden accident that causes the death of or bodily injury to them

Exclusions

Any claim relating to the following

1. Any illness or bodily injury that happens gradually
2. Psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury
3. Defending an **Insured Person's** or their family members' legal rights other than in defending a counter-claim
4. Clinical negligence or the failure or alleged failure to correctly diagnose an **Insured Person's** or their family members' condition

7 Tax protection

Costs and Expenses to negotiate on behalf of the **Insured** in the event that one of the following arises in direct connection with the activities of the **Business**

- a. A **Tax Enquiry**
- b. A **Charity Commission Enquiry**
- c. An **Employer Compliance Dispute**
- d. A **VAT Dispute**

Provided that the **Insured** has taken reasonable care to ensure that all returns are complete and correct and submitted within the statutory time limits allowed

Exclusions

Any claim relating to the following

1. A tax avoidance scheme
2. Any failure to register for Value Added Tax or Pay As You Earn
3. Any investigation enquiry or prosecution relating to suspected or alleged dishonesty or suspected or alleged criminal offences
4. Import or excise duties and import VAT

Conditions

1. Your representation

- a. On receiving a claim if representation is necessary **ARAG** will appoint a **Preferred Law Firm** or tax consultancy as the **Insured Person's Appointed Representative** to deal with their claim. They will try to settle the claim by negotiation without having to go to court.
- b. If the appointed **Preferred Law Firm** or tax consultancy cannot negotiate settlement of the claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest then the **Insured Person** may if they prefer choose a law firm or tax expert of their own choice to act as the **Appointed Representative**. **ARAG** will choose the **Appointed Representative** to represent the **Insured Person** in any proceedings where **We** are liable to pay a compensation award.
- c. If the **Insured Person** chooses a law firm as their **Appointed Representative** who is not a **Preferred Law Firm** or tax consultancy **ARAG** will give the **Insured Person's** choice of law firm the opportunity to act on the same terms as a **Preferred Law Firm** or tax consultancy. However if they refuse to act on this basis the most **We** will pay is the amount **We** would have paid if they had agreed to the **ARAG Standard Terms of Appointment**. The amount **We** will pay a law firm (where acting as the **Appointed Representative**) is currently £100 per hour. This amount may vary from time to time.
- d. The **Appointed Representative** must co-operate with **ARAG** at all times and must keep **ARAG** up to date with the progress of the claim.

2. Your responsibilities

An **Insured Person** must

- a. co-operate fully with **ARAG** and the **Appointed Representative**
- b. give the **Appointed Representative** any instructions that **ARAG** ask them to

3. Offers to settle a claim

- a. An **Insured Person** must tell **ARAG** if anyone offers to settle a claim and must not negotiate or agree to any settlement without expressed consent from **ARAG**.
- b. If an **Insured Person** does not accept a reasonable offer to settle a claim **We** will not pay further **Costs and Expenses**.
- c. **We** may decide to pay an **Insured Person** the reasonable value of the claim that the **Insured Person** is claiming or is being claimed against them instead of starting or continuing legal action.

In these circumstances an **Insured Person** must allow **ARAG** to take over and pursue or settle a claim in their name.

An **Insured Person** must allow **ARAG** to pursue at **Our** expense and for **Our** benefit any claim for compensation against any other person and an **Insured Person** must give **ARAG** all the information and help **ARAG** need to do so.

4. **Assessing and recovering costs**

- a. An **Insured Person** must instruct the **Appointed Representative** to have **Costs and Expenses** taxed assessed or audited if **ARAG** ask for this
- b. An **Insured Person** must take every step to recover **Costs and Expenses** and court attendance and jury service expenses that **We** have to pay and must pay **Us** any amounts that are recovered

5. **Cancelling an appointed representative's appointment**

If the **Appointed Representative** refuses to continue acting for an **Insured Person** with good reason or if an **Insured Person** dismisses the **Appointed Representative** without good reason the cover **We** provide will end at once unless **ARAG** agree to appoint another **Appointed Representative**

6. **Withdrawing cover**

- a. If an **Insured Person** settles a claim or withdraws their claim without **ARAG's** agreement or does not give suitable instructions to the **Appointed Representative** **We** can withdraw cover and will be entitled to reclaim any **Costs and Expenses** **We** have paid
- b. If during the course of a claim **Reasonable Prospects** no longer exist the cover **We** provide will end at once
We will pay any **Costs and Expenses** and compensation awards **We** have agreed to up to the date cover was withdrawn

7. **Expert opinion**

If there is a disagreement between an **Insured Person** and **ARAG** on the merits of the claim or proceedings or on a legal principle **ARAG** may suggest the **Insured Person** obtains at their own expense an opinion on the matter from an independent and appropriate expert

The expert must be approved in advance by **ARAG** and the cost expressly agreed in writing between the **Insured Person** and **ARAG**

Subject to this **We** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the **Insured Person** will recover damages (or obtain any other legal remedy that **ARAG** have agreed to) or make a successful defence

This does not affect the **Insured Person's** rights under section condition 8.

8. **Arbitration**

If there is a disagreement about the handling of a claim and it is not resolved through **ARAG's** internal complaints procedure the Financial Ombudsman Service may be able to help

This is a free complaint resolution service for eligible complaints. (Details available from www.financial-ombudsman.org.uk)

Alternatively there is a separate arbitration process available that can be used to settle any dispute with **ARAG**

The arbitrator will be a jointly agreed barrister solicitor or other suitably qualified person

If there is a disagreement over the choice of arbitrator **ARAG** will ask the Chartered Institute of Arbitrators to decide

The arbitrator will decide who will pay the costs of the arbitration

For example costs may be split between the parties or one party may pay all the costs

9. **Keeping to the policy terms**

An **Insured Person** must

- a. keep to the terms and conditions of this policy
- b. take reasonable steps to avoid and prevent claims
- c. take reasonable steps to avoid incurring unnecessary costs
- d. send everything **ARAG** ask for in writing
- e. report to **ARAG** full and factual details of any claim as soon as possible and give them any information they need

10. Law that applies

This section is governed by the law that applies in the part of the United Kingdom Channel Islands or Isle of Man where the **Insured's Business** is registered

Otherwise the law of England and Wales applies

All Acts of Parliament mentioned in this section of the policy include equivalent laws in Scotland Northern Ireland the Isle of Man and the Channel Islands as appropriate

Exclusions

1. Costs ARAG have not agreed

Costs and Expenses incurred before **ARAG's** expressed acceptance

2. Court awards and fines

Fines penalties compensation or damages which the **Insured Person** is ordered to pay by a court or other authority other than compensation awards as covered under **Insured Event 1b.** –

Employment disputes and compensation awards Compensation awards and **Insured Event 2c.**

– Legal defence Data protection

3. Intellectual property rights

Any claim relating to patents copyrights trademarks merchandise marks registered designs intellectual property secrecy and confidentiality agreements

4. Franchise or agency agreements

Any claim relating to rights under a franchise or agency agreement entered into by the **Insured**

5. Wilful acts

Any wilful act or omission of an **Insured Person** deliberately intended to cause a claim under this section of the policy

6. A dispute with Us or ARAG

Any claim under this section of the policy for a dispute with **Us** or **ARAG**

For disagreements with **ARAG** about the handling of a claim under this section of the policy refer to section condition 8

7. Shareholding or partnership disputes

Any claim relating to a shareholding or partnership share in the **Insured's** business

8. Judicial review Coroner's inquest or fatal accident inquiry

Costs and Expenses arising from or relating to judicial review coroner's inquest or fatal accident inquiry

This exclusion does not apply to **Insured Event 6b.** – Property protection and personal injury

Personal injury

9. Legal action ARAG have not agreed

Any legal action an **Insured Person** takes which **ARAG** or the **Appointed Representative** have not agreed to or where the **Insured Person** does anything that hinders **ARAG** or the **Appointed**

Representative

10. Bankruptcy

Any claim where either at the start of or during the course of a claim

a. the **Insured** is declared bankrupt

b. the **Insured** has filed a bankruptcy petition

c. the **Insured** has filed a winding-up petition

d. the **Insured** has made an arrangement with their creditors

e. the **Insured** has entered into a deed of arrangement

f. the **Insured** is in liquidation

g. part or all of the **Insured's** affairs or property are in the care or control of a receiver or administrator

11. **Defamation**

Any defamation claim brought by or against the **Insured** or an **Insured Person**

12. **Litigant in person**

Any claim where an **Insured Person** is not represented by a law firm barrister or tax expert

13. **Terrorism**

Any claim caused by contributed to by or arising from any act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000

Section 12 – Fidelity

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

Definitions

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

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

Acting in Collusion

means all circumstances where two or more **Employees** are concerned or implicated together or materially assist each other in an act of **Theft**

Commencement Date

means the operative date of insurance cover for a named **Employee** or category of **Employees** other than as provided in relation to any superseded fidelity insurance

Electronic Instructions

means electronic instructions issued from a computer on **Your** premises to a bank or financial institution at which **You** hold an account directing them to make a payment for a fixed amount from **Your** account to the account of a third party

Employee(s)

means any person normally resident within the **Geographical Limits** who is

- (1) under a contract of service or apprenticeship with **You**
- (2) engaged as a work experience student or youth training scheme participant while under **Your** direct control and supervision
- (3) a director of **Yours** if such person
 - (i) is also employed by **You** under a contract of service and
 - (ii) controls no more than 5 per cent of the issued share capital of **Your** company
- (4) a person retired from full-time employment with **You** who is working for **You** as a consultant under **Your** control or direction
- (5) a volunteer working under **Your** control or direction provided that volunteers are specified as insured in the schedule

One Claim

means all acts of **Theft** during the periods of insurance which this section (and any substituted section or policy) shall remain in force committed by an individual **Employee** or by **Employees Acting in Collusion**

Theft

means any act of fraud or dishonesty by any **Employee** committed with the clear intent of obtaining an improper financial gain for themselves or for any other person or organisation intended by the **Employee** to receive such gain other than salaries fees commission or other employee benefit earned in the normal course of employment

Cover

We will indemnify **You** against loss of money or goods belonging to or held in trust by **You** caused directly as a result of any act of **Theft** by any **Employee** described in the schedule relating to their employment with **You** in the **Business** and committed during the currency of this section after the **Commencement Date** applicable to such **Employee**

Exclusions

We shall not be liable for

- (i) any **Theft** committed by any **Employee** subsequent to **Your** discovery of actual or suspected **Theft** by such **Employee**
- (ii) any **Excess**
- (iii) any loss of interest or consequential loss of any kind
- (iv) any unexplained shortages

Basis of settlement

We will pay up to the value of the money or goods at the time of the loss or at **Our** option the replacement or reinstatement of such goods

Limit of indemnity

Our liability under this section

- (a) in respect of any **One Claim**
 - (i) caused by one **Employee** shall not exceed the limit of indemnity stated in the schedule applicable to that **Employee**
 - (ii) caused by two or more **Employees Acting in Collusion** shall not exceed whichever of the individual limits of indemnity applicable to the **Employees** concerned is largest and in any event not exceed the aggregate limit of indemnity shown in the schedule
 - (iii) irrespective of the number of periods of insurance during which the insurance by this section (and any insurance issued in substitution thereof) shall remain in force shall not exceed the limit of indemnity stated in the schedule
- (b) in respect of any one period of insurance shall not exceed the aggregate limit of indemnity stated in the schedule

Special conditions

- 1 It is a **Condition Precedent to Liability** that **You** shall operate the following Minimum standard of control
All **Employees** with responsibility for money accounts goods computer operation or computer programming shall be instructed as to their duties and responsibilities in respect of the Minimum standard of control and be expected to comply with it

Minimum standard of control

- (i) Funds transfer
 - (a) All cheques or other bank instruments exceeding £10,000 shall require two manually applied signatures to be added after the amount has been inserted
You shall advise **Your** bankers accordingly
 No cheque or instrument shall be signed until one signatory has examined the supporting documentation
 - (b) In respect of funds transfers involving **Electronic Instructions**
 - 1 no one **Employee** shall complete a funds transfer payment from beginning to end
 - 2 all **Employees** involved will require unique passwords to access the computer or system which must be kept confidential to the user and changed at least every 30 days
 - 3 password resets will be carried out by an **Employee** who does not have access to or other involvement in the fund transfer process**You** will comply with all process and security controls agreed with the bank or other financial institution through which **Your** transfers are made
- (ii) At least quarterly and independently of persons responsible the payroll shall be checked to minimise the possibility that fictitious names and enhanced payments have been included
- (iii) **Employees** receiving cash and cheques in the course of their duties shall be required to remit all monies received and/or bank in full on the day of receipt or next banking day
- (iv) Statements of account for all amounts due will be issued at least monthly and direct to customers independently of **Employees** receiving or collecting monies
 Action by management shall be taken if an account becomes three months overdue
- (v) Independently of the responsible **Employees** bank statements receipts counterfoils and supporting documents shall be checked at least monthly against the cash book entries and the balance tested with cash and unrepresented cheques
- (vi) Cash in hand and petty cash shall be checked independently of the responsible **Employees** at least monthly and additionally without warning every six months
- (vii) There will be a physical check on all stock and materials held against verified stock records independent of the responsible **Employees** at intervals of not more than 12 months except where otherwise stated
- (viii) Different **Employees** acting independently shall be responsible for the ordering of stock and materials the recording of receipt of such and the authorising of payment for them
- (ix) Security checks will be built into all computer functions with reconciliations made as necessary
- (x) Responsibilities for
 - (a) authorisation of transaction
 - (b) processing of transactions and
 - (c) handling of output
 shall be exercised by different **Employees**
- (xi) **Your** accounts including the account of any subsidiary companies shall be examined by external auditors every 12 months
 All recommendations or alternatives acceptable to the auditors shall be implemented without unreasonable delay
- (xii) Every **Employee** who is responsible for money goods accounts computer operations or programming must take an uninterrupted break from those duties of at least two weeks in each calendar year

(xiii) All supplier/creditor accounts received for payment should be carefully and independently (of those **Employees** placing orders or settling such accounts) checked and validated directly with the supplier/creditor before payment is authorised

No instructions or requests to change any supplier's/creditor's settlement account details shall be accepted or implemented without

- (a) the supplier or creditor in question being contacted independently and directly to confirm the change
- (b) written confirmation of the change being obtained from a suitably authorised and recognised contact at the supplier/creditor
- (c) written confirmation of the change being received independently and directly from the supplier's/creditor's bank

- 2 **You** shall obtain satisfactory references to confirm the honesty of all **Employees** who are
- (a) responsible for money goods accounts computer operations or computer programming and
 - (b) engaged after the commencement of this section
 - (c) subject to an indemnity of greater than £5,000

Such references shall be obtained directly from former employers for the three years immediately preceding engagement and before the **Employee** is entrusted without supervision Reference need not be obtained in respect of **Employees** who have satisfactorily and continuously served **You** for at least one year 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 one character reference shall be obtained

The original of each written reference shall be retained by **You** and shall be made available for inspection by **Us** on request

- 3 Any money of the **Employee** held by **You** upon discovery of any loss and any money which but for the **Employee's Theft** would have been due to the **Employee** from **You** shall be deducted from the amount of the loss before a claim is made under this insurance

Any recoveries which are made by **You** less any costs incurred in recovery shall be applied in the following order

- (a) in the event that **Your** claim has exceeded the limit of indemnity first to **Your** benefit to reduce or extinguish the amount of **Your** loss (but not in respect of the amount of the **Excess**)
- (b) thereafter to **Our** benefit to the extent of the claim paid or payable
- (c) finally to **Your** benefit where an **Excess** has been deducted from the claim

- 4 Upon the termination of service of any **Employee** **You** shall take all reasonable precautions to prevent a loss as insured by this section including but not limited to

- (a) the changing of all alarm and other security codes or passwords the **Employee** had or may have had knowledge of
- (b) the deletion or invalidation of any access codes or passwords the **Employee** has to access computer or other systems

Extensions

1 Auditor's fees and rewriting of system records

As a direct result of loss of money or goods resulting in a valid claim under this section **We** will also pay for

- (a) auditor's fees incurred with **Our** written consent solely to substantiate the amount of the claim
- (b) the reasonable cost incurred with **Our** written consent of rewriting or amending the software programs or systems where such rewriting 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 which are the subject of a claim for which liability is admitted under this section

Provided that **Our** total liability including any amount payable under the provisions of this extension shall not exceed the limit of indemnity

2 Previous insurance

If this insurance immediately supersedes a fidelity insurance effected by **You** (the 'superseded insurance') **We** will indemnify **You** in respect of any loss discovered during the continuation of this insurance but committed during the continuation of the superseded insurance if the loss is not recoverable under the superseded insurance solely because the period allowed for such discovery has expired

Provided that

- (a) such insurance had been continuously in force from the time of the loss until commencement of this section
- (b) the loss would have been insured by this insurance had it been in force at the time of the loss
- (c) **Our** liability shall not exceed
 - (i) the amount recoverable under the insurance in force at the time of the loss or
 - (ii) the limit of indemnity under this insurancewhichever is the less

In any event **Our** total liability in respect of any **One Claim** continuing through both the term of the superseded insurance and the continuation of this insurance shall not exceed the limit of indemnity applicable under this section

3 Pension fund trustees

At **Your** request **We** will indemnify the Trustees of any pension fund or other **Employee** benefit scheme set up to provide benefit to **Your Employees** in respect of any loss of money or goods which the Trust may incur as a result of any act of **Theft** as otherwise insured by this section committed by an **Employee** of **Yours**

4 Temporary agency staff

The term **Employee** shall include any person provided by a staff or employment agency who by arrangement with such agency is working for **You** on a temporary or part-time basis in connection with the **Business** to perform the function and duties of an **Employee** under **Your** control or direction but excluding persons employed

- (a) as drivers
 - (b) in connection with warehouse duties
 - (c) with computer operations or computer programming
- unless specifically stated as insured in the schedule

Provided that

- (i) **We** shall not be liable for any loss caused by any such person if such loss is also covered for **Your** benefit by any insurance or guarantee held by the staff or employment agency providing the person concerned
- (ii) the amount of wages and salaries declared shall include the total amount of fees paid to staff and employment agencies in respect of temporary agency staff described above
- (iii) Special condition 2 (References) shall not apply to the temporary agency staff described above

Section 13 – Terrorism

The schedule will show if this section applies

Definitions

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

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

Act of Terrorism

means 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 HM government in the United Kingdom or any other government de jure or de facto

Business Interruption

means loss arising from interruption or interference with the **Business** carried on by **You** at the **Premises** as a result of damage to or destruction of **Property Insured** used by **You** at the **Premises** for the purpose of the **Business**

Computer Systems

means a computer or other equipment or component or system or item which processes stores transmits or receives **Data**

Data

means data of any sort whatever including without limitation tangible or intangible data and any programs or software bandwidth cryptographic keys databases documents domain names or network addresses or anything similar files interfaces metadata platforms processing capability storage media transaction gateways user credentials websites or any information whatever

Denial of Service Attack

means any actions or instructions constructed or generated with the ability to damage interfere with or otherwise affect the availability or performance of networks network services network connectivity or **Computer Systems**

Denial of service attacks include but are not limited to the generation of excess traffic into network addresses the exploitation of system or network weaknesses the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **Computer Systems**

Event

means all individual losses arising in respect of a continuous period of 72 hours of which the proximate cause is the same **Act of Terrorism**

The date and time that any such period of 72 hours shall commence shall be set by **Us**

Hacking

means unauthorised access to any **Computer System** whether **Your** property or not

Losses

means all losses arising under any operative section or extension to this policy for material damage business interruption or book debts as a result of damage to or the destruction of **Property Insured** in the **Territorial Limits** the proximate cause of which is an **Act of Terrorism**

Nuclear Installation

means any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation designed or adapted for

1. the production or use of atomic energy
2. the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations
3. the storage processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter being matter which has been produced or irradiated in the course of the production or use of nuclear fuel

Nuclear Reactor

means any plant (including any machinery equipment or appliance whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons

Phishing

means any access or attempted access to **Data** made by means of misrepresentation or deception

Property

means all property whatsoever but excluding

1. any property which is occupied as a private residence and which is
 - a. a private dwelling house or
 - b. self-contained unit insured as part of a block of units i.e. a block of flats unless such property
 - i. is not insured in the name of a private individual
 - ii. is insured in the name of a **Sole Trader** or a trustee or an executor of a will and is not occupied by such persons or by any beneficiary of the trust or will in question
 - iii. is of mixed residential and commercial usage and the commercially occupied portion of the property exceeds 20% (as defined by **Us**) of the whole of such building
2. property including fine art collections which are the subject of
 - a. a trust of any kind or
 - b. an executorship of a will
 and where the use or benefit of the property is for private domestic purposes only and enjoyed by a beneficiary or a trustee of the trust or a beneficiary or an executor of the will
3. any **Nuclear Installation** or **Nuclear Reactor** and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such **Nuclear Installation** or **Nuclear Reactor**

The noting of the interest of any lender (by including as joint insured or otherwise) shall not prejudice the definition of property as defined above

Property Insured

means **Property** which is insured under other sections of this policy

Sole Trader

means

1. a self-employed individual registered as a sole trader with HM Revenue & Customs or
2. a private individual or individuals operating as a landlord and taxed as a business or
3. a private individual or individuals who have made an active decision to become a landlord and receive or intend to receive an income from **Property Insured**

Territorial Limits

means England Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987

Virus or Similar Mechanism

means program code programming instruction or any set of instructions constructed with the purpose and ability or purposely used to damage interfere with adversely affect infiltrate or monitor computer programs **Computer Systems Data** or operations whether involving self-replication or not

This includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage interfere with adversely affect infiltrate or monitor as above

Cover

We will pay You for

1. damage to or the destruction of **Property**
2. **Business Interruption** or book debts
3. loss caused by cancellation abandonment postponement interruption curtailment or relocation of an event as a result of damage to or destruction of **Property**

as insured by any other section of this policy occasioned by or happening through or in consequence of an **Act of Terrorism** within the **Territorial Limits**

Provided always that the insurance by this section is

1. not subject to
 - a. any of the General exclusions of this policy
 - b. any long term agreement or undertaking which may otherwise apply
 - c. any terms in this policy which provide for adjustments of premium
2. subject
 - a. otherwise to all the terms provisions definitions and conditions of this policy except where expressly varied within this section
 - b. to a maximum period of insurance of 12 months from the inception or renewal date of this policy

Any subsequent period of cover provided by this section whether for 12 months or less is deemed to constitute a new period of insurance provided that

 - i. no subsequent period of insurance by this section shall extend beyond the next renewal date of this policy
 - ii. the renewal premium due in respect of this section has been received by **Us**

Basis of settlement

As described in the relevant section of this policy in respect of damage to or destruction of the **Property Insured** or **Business Interruption** or book debts or loss caused by cancellation abandonment postponement interruption curtailment or relocation of an event

The most **We** will pay for any one **Event** is the lesser of

1. the total sum insured or
2. for each item its individual sum insured or
3. any other limit of liability

as stated in the relevant section of this policy less the **Excess**

The **Excess** applicable to losses under this Terrorism section shall be equal to the **Excess** applied in respect of the risk of fire and/or explosion under the other sections of this policy

Exclusions

We will not be liable for any losses whatsoever

1. occasioned by riot civil commotion war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
2. arising under
 - a. marine aviation and transit policies
 - b. motor insurance policies
 - c. bankers blanket bond
3. directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from
 - a. damage to or the destruction of any **Computer System** or
 - b. any alteration modification distortion erasure or corruption of **Data**
 whether **Your** property or not where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack**

Extension for act of terrorism triggered by remote digital interference

Definitions specific to this extension

Property/Property Insured

means as defined in this section but also excludes for the purposes of this extension

- a. any money (including money as defined in any Money (or Money with assault) section of this policy) currency electronic cryptographic or virtual currency including Bitcoin or any similar negotiable or non-negotiable instruments financial securities or any other financial instrument of any sort whatever and
- b. any **Data**

Specific Events

means fire explosion flood escape of water from any tank apparatus or pipe (including any sprinkler system) impact of aircraft or any aerial devices or articles dropped from them impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle destruction of damage to or movement of buildings or structures plant or machinery other than any **Computer System**

Exclusion 3. will not apply to **Losses** provided that such **Losses**

1. result directly (or solely as regards 3. c. below indirectly) from **Specific Events** and
2. are not proximately caused by an **Act of Terrorism** in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by acting on behalf of or part of any de jure or de facto government of any nation country or state and
3. comprises
 - a. the cost of reinstatement replacement or repair in respect of damage to or destruction of **Property Insured** or
 - b. the amount of **Business Interruption** or book debts suffered directly by **You** by way of loss of or reduction in profits revenue or turnover or increased cost of working as a direct result of either damage to or destruction of **Property Insured** or as a direct result of denial prevention or hindrance of access to or use of the **Property Insured** by reason of an **Act of Terrorism** causing damage to or destruction of other **Property** within one mile of the **Property Insured** to which access is affected or
 - c. the amount of loss caused by the cancellation abandonment postponement interruption curtailment or relocation of an event as a result of damage to or destruction of **Property** and any additional costs or charges reasonably and necessarily paid by **You** to avoid or diminish such loss

Notwithstanding the exclusion of **Data** from **Property** and **Property Insured** to the extent that damage to or destruction of **Property** and **Property Insured** within the meaning of sub-paragraph 1. above indirectly results from any alteration modification distortion erasure or corruption of **Data** because the occurrence of one or more **Specific Events** results directly or indirectly from any alteration modification distortion erasure or corruption of **Data** that shall not prevent cost or business interruption loss directly resulting from damage to or destruction of such **Property** and **Property Insured** and otherwise falling within sub-paragraphs 1. and 3. above from being recoverable under this policy

In no other circumstances than the previous sentence however will any loss(es) directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from any alteration modification distortion erasure or corruption of **Data** be recoverable under this Terrorism section

Condition

If **We** allege that any other loss is not covered by this section the burden of proving that such loss is covered shall be upon **You**

Notwithstanding the above the burden of proof shall be upon **Us** to prove or establish all the matters referred to in sub-paragraph 2. of the Extension for act of terrorism triggered by remote digital interference

Additional services

The following are arranged by ARAG Legal Expenses Insurance Company Limited (ARAG).

Employment manual

The ARAG Employment manual offers comprehensive, up to date guidance on rapidly changing employment law.

To view it, please visit



www.arag.co.uk/customer/business-legal-expenses-insurance/employment-manual/

If you'd like notifications of when updates are made to the Employment Manual, please email ARAG at employmentmanual@arag.co.uk quoting reference number TS5/6773743.

ARAG Businesslaw

ARAG Businesslaw contains a range of regularly updated business and legal guides, document builders, interactive checklists and videos that can help you with the day-to-day running of your business, as well as helping you to manage its exposure to legal risk.

ARAG Businesslaw's document builders can help you quickly create documents such as:

- ▶ HR policies
- ▶ T&C documentation
- ▶ Privacy statements
- ▶ Copyright and trademark licences
- ▶ Data protection policy
- ▶ Employee contracts
- ▶ Debt recovery letters.

In addition, ARAG Businesslaw contains hundreds of regularly updated expert guides and videos on topics such as branding, crowdfunding, financial and tax planning, and marketing strategy to help build and grow your business.

How do I get started?

1. Visit www.aragbusinesslaw.co.uk
2. Enter **DASBECC100** into the 'voucher code' text box and press Validate Voucher.
3. Fill out your name and email address, create a password, and specify what type of business you have.
4. Validate your email address by pressing the link in the confirmation email that you receive.

Helpline services

Risk Advice Line

(provided by Ecclesiastical professionals or external specialists)

This helpline is available Monday to Friday 9am to 5pm.

 **0345 600 7531**

 risk.advice@ecclesiastical.com

Risk specialists are on hand to advise you on a range of topics, including:

- ▶ Property protection, security, business continuity planning
- ▶ Health and safety, food safety, environmental management
- ▶ Construction safety, fire safety, occupational health, water safety or asbestos

In the event of a problem, you can obtain help from any of the following helpline services. These are available 24 hours a day 365 days a year for all our policyholders.

Please make sure that you are able to give your policy number shown on your policy schedule.

Public Relations (PR) Crisis & Media assistance helpline service

 **0345 600 1861** quoting your policy number

- ▶ A dedicated PR crisis helpline.
- ▶ Specific PR legal advice to complement cover under the Legal expenses section if operative under your policy.

NOTE:

ARAG Legal Expenses Insurance Company Limited have confirmed that PR legal advice received prior to discussion with them will not invalidate any insured claim.

A PR crisis could be defined as:

“Any incident which has the potential to negatively challenge and affect the public’s or stakeholders’ confidence in an organisation and interfere with its ability to continue operating normally”.

Such incidents are likely to involve members of the public, clients or staff where a loss of life or a major threat to safety or the environment has occurred, or instances where there is an impact on general safety and/or travel arrangements.

Media types:

Broadcast: Television and radio

Online: Social media sites

Print: National newspapers and regional press.

The following are arranged by ARAG Legal Expenses Insurance Company Limited (ARAG).

You can contact ARAG’s UK-based call centre 24 hours a day, seven days a week. However, they may need to arrange to call you back depending on the enquiry. To help them check and improve their service standards, ARAG may record all calls, except those to the counselling service. When phoning, please quote reference number TS5/6773743.

ARAG will not accept responsibility if the Helpline services are unavailable for reasons they cannot control.

Business assistance

 **0345 268 9124**

In the event of an unforeseen emergency affecting your premises which causes damage or potential danger, ARAG will contact a suitable repairer or contractor and arrange assistance on your behalf.

You are responsible for paying contractors' fees, but if the damage is covered under your policy you will be able to submit a claim in the normal way.

Commercial legal advice

 **0345 268 9124**

Advice can be provided on any commercial legal problem affecting the business, under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway. Wherever possible the Legal Advice helpline aims to provide immediate advice from a qualified legal advisor. However, if this is not possible ARAG will arrange a call back at a time to suit you.

Advice on the laws of England and Wales can be provided 24 hours a day, 365 days a year. Beyond this jurisdiction or for very specialist legal matters, ARAG will refer you to one of their specialist advisors.

Specialist advice is provided 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are received outside these times, ARAG will call you back.

Tax advice (commercial)

 **0345 268 9124**

Advice can be provided on any tax matters affecting the business, under UK law.

This service is provided 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, ARAG will arrange to call you back.

Counselling

 **0345 266 9667**

ARAG will provide you and your employees (including any member of their immediate family who permanently live with them) with a confidential counselling service over the phone, if they are aged 18 or over (or aged between 16 and 18 and in full-time employment). This includes, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by ARAG.

The counselling service helpline is open 24 hours a day, seven days a week.

How do I make a complaint?

If you are unhappy with our products or service, please contact us as soon as possible.

You can complain in writing or verbally at any time to:

For all complaints other than Legal expenses complaints

Ecclesiastical Insurance Office plc
Benefact House,
2000 Pioneer Avenue,
Gloucester Business Park,
Brockworth, Gloucester,
GL3 4AW

Tel: 0345 777 3322

Email: complaints@ecclesiastical.com

For Legal expenses complaints

ARAG Legal Expenses Insurance Company Limited
Unit 4a,
Greenway Court,
Bedwas,
Caerphilly
CF83 8DW

Tel: 0344 893 9013

Email: customer-relations@arag.co.uk

Our promise to you

We will aim to resolve your complaint within one business day. For more complex issues, we may need a little longer to investigate and we may ask you for further information to help us reach a decision.

To resolve your complaint we will:

- ▶ Investigate your complaint diligently and impartially
- ▶ Keep you informed of the progress of the investigation
- ▶ Respond in writing to your complaint as soon as possible.

If you are not satisfied with our response, or if we have not completed our investigation within eight weeks, we will inform you of your right to take the complaint to:

The Financial Ombudsman Service
Exchange Tower,
London, E14 9SR

Tel: 0800 0 234 567

Email: complaint.info@financial-ombudsman.org.uk

Web: www.financial-ombudsman.org.uk

This complaints handling procedure does not affect your right to take legal proceedings.

What happens if Ecclesiastical can't meet its obligations?

The Financial Services Compensation Scheme

We are covered by The Financial Services Compensation Scheme (FSCS).

What this means for you

If we are unable to meet our obligations to you, the FSCS may be able to provide you with compensation. Limits apply depending on the product you have bought.

For further information on the scheme and the limits that apply, you can visit the website at www.fscs.org.uk or by contacting the FSCS directly on **0207 741 4100** or **0800 678 1100**.

How we use your data

Your privacy is important to us. We will process your personal data in accordance with data protection laws.

Ecclesiastical Insurance Office plc ("**we**", "**us**", "**our**") is the data controller in respect of any personal data which you provide to us or which we hold about you and any personal data which is processed in connection with the services we provide to you.

Where you provide us with personal data about a person other than yourself (such as a dependant or named person under a policy), you must inform them that you are providing their personal data to us and refer them to this notice.

To provide our insurance related services, we will collect and process your personal data such as your name, contact details, financial information and any information which is relevant to the insurance policy we are providing. In order to provide your insurance policy or when making a claim, we may also need to collect or process 'special categories of personal data' such as information relating to your health or criminal convictions or information which is likely to reveal your religious beliefs.

We process your personal data for the purposes of offering and carrying out insurance related services to you or to an organisation or other persons which you represent. Your personal data is also used for business purposes such as fraud prevention, business management, systems development and carrying out statistical and strategic analysis.

Providing our services will involve sharing your personal data with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, fraud prevention agencies, our service providers and professional advisors, or business partners and our regulators.

In some circumstances we may transfer your personal data to countries outside of the United Kingdom. We will put appropriate safeguards in place to ensure that your personal data is protected.

Where we have your consent, we may market our services to you or provide your personal data to our related companies or business partners for marketing purposes. You can opt out of marketing communications at any time by clicking on the link at the bottom of any email or by contacting us.

Fraud prevention

We need to carry out fraud and anti-money laundering checks, and this will involve sharing your personal data (such as your name, contact details and financial information) with credit reference and fraud prevention organisations such as the Claims and Underwriting Exchange, run by MIB. If you make a claim, we will share your personal data (to the extent necessary) with other companies including other insurers and anti-fraud organisations to prevent fraud. For the purposes of deciding whether to accept and pay a claim or any part of it, we may appoint loss adjusters or external investigation services to act on our behalf.

If false or inaccurate information is provided and fraud is identified, your personal data will be passed to fraud prevention agencies including the Insurance Fraud Register, run by the Insurance Fraud Bureau. Law enforcement agencies may access and use this information.

Please note that when carrying out any fraud prevention activities, we may need to process your special categories of data such as criminal offence information and share it with fraud prevention agencies.

Further information

For further information on how your personal data is used and your rights in relation to your personal data, please refer to our Privacy Policy at www.ecclesiastical.com/privacypolicy or contact our Data Protection Officer at Benefact House, 2000 Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW, United Kingdom or on **0345 6073274** or email compliance@ecclesiastical.com.

This contract is underwritten by:
Ecclesiastical Insurance Office plc.

Our FCA register number is 113848.
Our permitted business is general insurance.

You can check this on the
FCA's register by visiting the
FCA's website

www.fca.org.uk/register

or by contacting the FCA on
0800 111 6768



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Council quote pack

Your quote schedule

Proposer Name

Horsford Parish Council

Your Quote Number

LC1U9-EPQ3-V8Y6

Business Description

Local Council

Date of quote

20/04/2026

Reason for Issue

Quote valid until 19/06/2026.

Broker

Clear Insurance Management Ltd, AGM House, 3 Barton Close, Grove Park, Enderby, Leicester, LE19 1SJ

This schedule gives details of the cover you have chosen for your quote. It also gives details of your premium and excesses or clauses that apply.

What you need to do:

- **Read this schedule alongside the Clear Councils Insurance Policy Wording.** Any words or phrases which appear in **block capitals** will have either the meaning that is shown in the policy or cover section definitions part of the policy wording.
- **Contact** Clear Insurance on 0330 013 0036 or councils@thecleargroup.com if you:
 - want to make any changes or anything is incorrect
 - need a copy of the policy wording
 - wish to accept this quote

Your premium

Premium	Insurance Premium Tax (IPT)	Total Premium
£2,767.71	£332.13	£3,099.84

Your quote schedule

This summary shows which sections and cover apply to you. The details including limits and excesses follow this summary.

Your cover at a glance

The following sections of cover apply to your policy. Sections 1 to 2 are location specific

Location 1 - cover applying to	Toilet Block Horsford Village Hall Norwich Norfolk NR10 3DN
Section 1 – Property damage	✓
Section 2 – Fine art and collections	✗
General covers applying to all locations	
Section 3 – Business interruption	✓
Section 4 – Goods in transit	✓
Section 5 – Money with assault extension	✓
Section 6 – Personal accident	✓
Section 7 – Liabilities	✓
Section 8 – Reputational risks	✓
Section 9 – Hirers' liability	✗
Section 10 – Trustees' and management liability	✓
Section 11 – Legal expenses	✓
Section 12 – Fidelity	✓
Section 13 - Terrorism	✗

Details of your cover – location covers

Section 1 – Property damage

The table below shows the items which are covered by the Property damage section, and the amount they would be insured for.

Item Insured	Sum Insured	Declared/Full Value
BUILDINGS	£300,000	£250,000
CONTENTS	£108,000	£90,000
Street Furniture	£423,253	£352,711
Walls, Gates and Fences	£93,096	£77,580
Playground Equipment	£185,400	£154,500
War Memorials	£90,000	£75,000
CCTV Equipment	£0	£0
Ground Surfaces	£0	£0
Mowers and Machinery	£30,000	£25,000
Sports Equipment	£36,000	£30,000

Excesses

The table below shows the excess you will need to pay in the event of a claim unless otherwise stated elsewhere in this schedule.

Causes	Excess
RESTRICTED PERILS unless listed below	£250
SUBSIDENCE	£1,000
FIRE	£250
Deterioration of refrigerated stock	£50
All other losses	£250

Location 1 - cover applying to

Toilet Block
Horsford Village Hall
Norwich
Norfolk
NR10 3DN

Item Insured	Sum Insured	Declared/Full Value
BUILDINGS	£300,000	£250,000

Specified Property away from the PREMISES

Item	Sum Insured	Location	Excess
Regalia	£0	Anywhere within the GEOGRAPHICAL LIMITS	£250

Section 2 - Fine art and collections

Section does not apply

Details of your cover – general covers

The cover provided here applies on a general basis (excluding any premises where a section is more specifically insured). Any limits provided apply once only to the whole policy.

Section 3 - Business interruption

The table below shows the cover provided by the Business interruption section, and the amounts you would be insured for.

Item Insured	Sum Insured	Maximum Indemnity Period
REVENUE	£10,000	12 Months
RENT RECEIVABLE	£0	Not Included
Additional Cost of Working	£0	Not Included
Additional Increased Cost of Working	£10,000	12 Months

Section 4 - Goods in transit

Limit Any one vehicle	Estimated annual carrying or value	Excess
£2,500	£30,000	£100

Section 5 - Money with assault extension

The table below shows the limit of liability for any one occurrence.

Cover A - Money

Types of Money	Limit of Liability
NON-NEGOTIABLE MONEY	£250,000
OTHER MONEY	
On the premises/in a locked safe during business hours	£5,000
In transit	£5,000
In any other circumstances	£500
Money in safes out of business hours	
Unspecified safe	£1,500

Cover B - Assault extension

Number of units	10
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Section 6 - Personal accident

Cover 1 - Clerk absence	Not Insured
Cover 2 - Personal accident	Insured

Insured persons or category of persons	Cover type	Number of units insured	Deferment period
EMPLOYEES and AUTHORISED VOLUNTEERS	Cover B	10	14 Days

Type of injury	Benefit payable per unit
Death	£10,000
LOSS OF LIMB(S) or LOSS OF EYE(S) or LOSS OF HEARING	£10,000
PERMANENT TOTAL DISABLEMENT	£10,000
TEMPORARY TOTAL DISABLEMENT	£20 per week
TEMPORARY PARTIAL DISABLEMENT	£10 per week
Cover 3 – Key person	Insured

Section 7 – Liabilities

The tables below show the cover provided by the Liabilities section, and the amounts you would be insured for.

Cover 1 – Employers’ liability

Limit of indemnity

£10,000,000

Cover 2 – Public & products liability

Limit of indemnity

£10,000,000

Excess

£250 Third party property damage only

Public liability extensions

Extension	RETROACTIVE DATE
Legionellosis	Not Applicable

Section 8 – Reputational risks

The table below shows the cover provided by the Reputational risks section, and the amounts you would be insured for.

Cover	Limit of Liability
Cover 1 – Libel and slander	Insured
Cover 2 – PR Crisis Communication (Cover A Claims Related)	£25,000
Cover 3 – Death of Patron	Insured

Section 9 – Hirers’ liability

NOT INSURED

Section 10 – Trustees’ and management liability

The table below shows the cover provided by the Trustees’ and management liability section, and the amounts you would be insured for.

Cover	Limit of indemnity	Wrongful Act Date	Excess
Cover 2 – Trustees’ and management liability	£500,000	Not Applicable	£250

Section 11 – Legal expenses

Reference number: TS5/6773743

Insured Events	Population Size	Limit of indemnity
All INSURED EVENTS excluding Contract disputes and Debt recovery	Council Population Size 5,001 - 10,000	£250,000

Section 12 - Fidelity

The table below shows the cover provided by the Fidelity section, and the amounts you would be insured for.

Category	Limit of indemnity	Excess
All employees	£250,000	£250
Aggregate limit of indemnity: £250,000		

Section 13 - Terrorism

Section does not apply

Details of your cover – general covers

Clauses applying to Section 1 – Property damage

CCPD01 - Amendment to Contents definition

The Contents definition is deleted and replaced with the following:

CONTENTS

means business equipment computers plant machinery furniture fixtures and fittings consumable stock not for sale and all other contents belonging to YOU or for which YOU are legally responsible or which are entrusted to YOU whilst at the PREMISES and elsewhere as stated in the policy and the schedule

Contents includes the following property subject to the limits shown under the Limit of liability paragraph of this section

1. The cost of materials labour and computer time in reproducing
 - a. documents manuscripts and business books
 - b. patterns models moulds plans and designs
 - c. computer systems recordsbut not any cost in connection with producing information to be recorded or the value of information to YOU
2. the PERSONAL BELONGINGS of the following whilst at the PREMISES
 - a. directors trustees officials partners employees
 - b. visitors
 - c. other persons as shown in the schedule
3. personal money of those specified in (2)

Excluding

- i. STOCK
- ii. landlords fixtures or fittings
- iii. cash or money instruments of any description whether negotiable or non-negotiable (other than personal money noted in (4) above)

any living creatures

trees shrubs plants or other vegetation (except where more specifically noted by this policy)

explosives

prints paintings drawings rare books pieces of tapestry sculptures or other works of art

jewellery precious stones or precious metals bullion furs or curiosities

any other property more specifically insured

CCPD02 - Tenant's improvements definition

The following definition is added

TENANT'S IMPROVEMENTS

means improvements and decorations belonging to YOU or for which YOU are legally responsible in or on the BUILDINGS and elsewhere as stated in the policy and the schedule

Clauses applying to Section 7 - Liabilities

CCLC090426 - Maintenance of Playgrounds Condition

Applicable to Section 7 Liabilities – Cover 2 Public & products liability

It is a CONDITION PRECEDENT TO LIABILITY that in respect of any playground equipment devices and facilities including sand pits and paddling pools that

1. all playgrounds are manufactured and installed to the appropriate standard and maintained in good condition
2. all playgrounds are inspected by a competent person at least weekly and all defects or risks to health or safety immediately rectified
or
the defective equipment device or facility taken out of use
3. all playgrounds are inspected at least annually by a Royal Society for the Prevention of Accidents (ROSPA) or a Register of Play Inspectors International (RPII) approved inspector
4. YOU will erect where necessary suitable signs detailing any information that is necessary for the safe use of the facility and clearly stating any restrictions on its use
5. YOU will determine where supervision is necessary and ensure that it is provided whenever the facilities are in use

CCLI01 - Skateboard/BMX Parks

It is a CONDITION PRECEDENT TO LIABILITY that in respect of the use of skateboard or BMX parks the undernoted precautions will be complied with by YOU:

1. all structures including the skating surfaces
 - a. are manufactured and installed to the appropriate standard and maintained in good condition
 - b. are inspected by a competent person at least weekly and
 - i. all defects or risks to health or safety immediately rectified
 - or
 - ii. the structure taken out of use
2. YOU will erect where necessary suitable signs detailing any information that is necessary for the safe use of the facility and clearly stating any restrictions on its use
3. YOU will determine where supervision is necessary and ensure that it is provided whenever the facilities are in use

WE will not provide indemnity in respect of BODILY INJURY to persons taking part in activities in the skateboard or BMX parks unless arising solely from defects in the structure of the skateboard or BMX park or the defective condition of the associated premises

Your Risk Presentation Details

20/04/2026

Please find below a full record of the questions we asked and the answers you provided. This represents your presentation of relevant details of your insurance risk and your cover requirements, upon which the insurer has based your insurance quotation. It is important to review this document carefully and to let us know immediately if anything is incorrect or inaccurate. You will receive an updated copy of this information for your records, with every quotation, new policy, renewal, or mid-term adjustment.

Whilst this document does not form a part of the insurance policy itself, it is an important record of the facts presented to your insurer for the purposes of obtaining insurance.

Where this document has been delivered to you as part of a renewal invitation, or renewal confirmation, you will see that the answers to certain questions are shown as 'Rollover'. These are new questions following our recent transition from one insurer to another. The new insurers have accepted your risk based on previously asked questions only and have not required you to answer any new or additional questions at this stage. You may be required to provide answers to these new questions at some stage in future. We will contact you independently for additional information at a later date. You do not need to provide any additional information at this stage.

If you wish to amend or update any details provided here, or if you have any other questions relating to the details recorded below, please contact us. Our contact details can be found in the enclosed letter.

Client Details

Council Name	Horsford Parish Council
Address Line 1	3 Rosebery Road
Address Line 2	Great Plumstead
Town	Norwich
County	Norfolk
Postcode	NR13 5EA
Please state to which Rural Community Council (England) or County Voluntary Council (Wales) you are affiliated or in which County area your Hall is situated	Not Declared
Population Size	5,001 - 10,000
If you do not have an PAYE Reference, please confirm that you are exempt from holding one	To be confirmed
Contact Title	Ms
Contact Forename	Sarah
Contact Surname	Vergette
Contact Telephone	07786575286
Contact Email Address	clerk@horsford-pc.gov.uk
Contact Email Address Verified	Yes
Additional Email Address	
This is...	a new quotation
Current Insurer	Hiscox

Mandatory Covers

Public Liability Limit of Indemnity	£10,000,000
Employers Liability Limit of Indemnity	10,000,000
Trustees & Management Limit	500,000
Libel and Slander Limit	250,000
Money - Cash in Transit, on Premises in Business Hours, in Bank Night Safe	£2,500
Money - Cash in Safe	2,500.00
Do you require a higher Fidelity Limit than the £250,000 default offered?	No
Are you able to comply with all of the Minimum standard of control?	Yes

Additional Covers

Do you require Additional Covers, as set out below?	Yes
Do you wish to increase the standard limit for any of the above options	Yes
Contents Limit	90000
Street Furniture Limit	352711
Gates & Fences Limit	77580
Playground Equipment Limit	154500
War Memorials Limit	75000

Mowers & Machinery Limit	25000
Sports Equipment Limit	30000
Please enter Gates & Fences Limit required	77,580
Please enter Mowers & Machinery required	0
Total of Higher Values	584,791

Optional Covers

Do you require cover for Buildings Yes

Buildings Cover 1

Address Line 1	Toilet Block
Address Line 2	Horsford Village Hall
Town	Norwich
County	Norfolk
Postcode	NR10 3DN
Please state the Sum Insured	250,000
Has the Buildings Sum Insured been set according to a current professional valuation (less than 3 years old), provided by an RICS qualified source?	No
Construction Type	Standard Construction defined as being constructed of brick, stone, metal or concrete and roofed with slate, tiles, asphalt, concrete or metal (including steel containers)
Does the property have a flat felted roof with a timber (or other combustible material) sub structure?	No
Is the property a portacabin or timber shed?	No
Does the property have timber frame construction?	No
Does the property have a thatched roof?	No
Is the property lined with non LPCB approved combustible insulation panels?	No
Are the premises listed?	No
Year of build?	1990 or after
Are the Premises purpose built or converted?	Purpose Built
Please confirm Building Occupancy type	Laundry
Are the premises protected by a maintained Intruder Alarm?	No
Does the premises have a documented fire risk assessment which is reviewed annually?	Yes
Are the Premises protected by a maintained Fire Alarm?	Yes
Has an electrical inspection been carried out within the last 5 years by a NICEIC/ECA/NAPIT commercial contractor?	Yes
Did the electrical inspection result in a satisfactory grade?	Yes
Where relevant, does each location have an annual inspection of gas appliances and boilers undertaken by a GasSafe registered contractor?	Not Applicable
Please provide details, or reasons why you do not have a Gas safety certificate	N/A - No Gas
Is the premises heated by low pressure, hot water (gas or oil), oil filled radiators, fixed electric heating, overhead gas or electrical appliances and gas or electric fires only?	Not Applicable
Please describe heating method in use	N/A - No Heating
Is the premises to be insured used solely for the purpose of your business?	Yes

Are all of the premises or part of the premises hired out?	No
Are the premises in a good state of repair?	Yes
You can confirm that the premises are not in the course of construction or erection, or undergoing building works	Yes
You can confirm that the premises are not vacant, unoccupied or unfurnished	Yes
Is Subsidence cover required	No
Do you require cover for CCTV Equipment	No
Is cover for Sports Ground Surfaces and/or Concrete, Tarmac or Asphalt Surfaces required	No
Is cover for Regalia required	No
Are details of any interested parties to be included?	No
Is Business Interruption cover required?	Yes
Do you wish to add cover for Loss of Revenue?	Yes
Loss of Revenue Sum Insured	10,000
Additional Increase in Cost of Working sum insured (AICOW)	10,000
Loss of Revenue Indemnity Period (months)	12 Months
Do you wish to add cover for Additional Cost of Working (ACOW)?	No
Do you wish to add cover for Rent receivable?	No
Is cover for Personal Accident required	Yes
To the best of your knowledge or belief are all the persons to be insured in good physical and mental health?	Yes
Do you wish to add cover for Key Persons?	Yes
For premises located in England, Wales or Scotland (excluding property located in the Channel Islands, Isle of Man and Northern Ireland) do you require cover for terrorist damage?	No
Is this cover to exclude terrorist damage for Business interruption?	No
Do you require cover for Legal Expenses?	Yes
Do you envision any redundancies in the next 12 months?	No
Can you confirm that no principals, directors, partners, trustees, managers, clerks or councillors have been involved in any action, legal dispute, prosecution, dispute with or investigation/inquiry by HM Revenue & Customs or DSS review in connection with any company, business or form with which any of you have been involved (excluding driving offences)?	Yes
Have you attained an award under the Local Council Awards Scheme?	No
Do you wish to enter into a 3 year Fixed Rate Agreement (FRA)?	No

General Questions

- (i) To the best of my/our knowledge and belief no insurer has declined your proposal, cancelled or refused to renew your policy, required an increased premium, special terms or conditions for any of the insurance proposed for. True
- (ii) Have you or any principal, director, partner, trustee, manager, clerk or councillor ever:
- been convicted of any criminal offence other than a driving offence or have any non-motoring prosecutions pending. You only need to tell us about any convictions that are unspent under the Rehabilitation of Offenders Act 1974.
 - been declared bankrupt or the subject of bankruptcy proceedings, liquidation, appointment of administrative receiver or administrators or made any arrangement with creditors either in a personal capacity or in connection with any company, business or firm with which any of you have been involved.
 - had any County Court Judgments made:
 - against you in a personal capacity.

ii. against any company, business or firm in which any of you have been involved as a director or partner or in a similar capacity.	No
(iii)	No
a. Has any sanction, penalty or corrective action having been imposed within the last 5 years as a result of an investigation of the organisation by any regulatory or professional body such as the Health & Safety Executive or Ofsted.	
b. Have you or any principal, director, clerk, councillor, partner, employee or representative ever having been prosecuted under the Health and Safety at Work etc. Act 1974 or any similar legislation.	
Can you confirm that You or any of your principals, directors, partners, trustees, managers, clerks or councillors, employees or representatives: have never been the subject of a prosecution, or notice of intended prosecution, under any health and safety at work, consumer protection, environmental legislation, HM Revenue & Customs or any other regulatory body?	Yes
Within the last five years no charity or company to be insured or any of its present or former trustees, directors or officers been the subject of any complaint to or investigation by the Charity Commission or any other regulatory body?	True
You are not aware (after making enquiries of your trustees, directors or officers or those acting in that capacity) of any circumstances which might lead to a claim against any of the above under the proposed insurance?	True
Is there a programme for testing portable electrical appliances, and are records of such tests maintained?	Yes
Is a record kept for all training delivered to your employees?	Yes
Are there annually reviewed documented Health and Safety policy and procedures in place?	Yes
Are your Health & Safety policy and procedures cascaded to all employees including volunteers?	Yes
Business Description	Local Council
Has the client elected to pay by instalments?	No
In respect of the risks to be insured, no claims have been made against you or any of your trustees, directors or officers during the last three years	True
Are you aware of any circumstances which might give rise to a claim?	No

Your Council insurance pack

Your Quote Statement of Fact

Proposer Name

Horsford Parish Council

Business Description

Local Council

Reason for Issue

Quotation

Your Quote Number

LC1U9-EPQ3-V8Y6

Date of Issue

20/04/2026

Quote valid until

19/06/2026

In this Statement of Fact, we have listed the information you have provided about you and your business. We use this information to assess the risk and produce your premium and Policy Schedule.

You have a duty to present us with a fair presentation of the risks to be insured, and you must disclose every material fact which you know or ought to know about these risks. You do not need to disclose circumstances which reduce the risk, or those which we already know or ought to know.

Where the document has been delivered to you as part of a renewal invitation or renewal confirmation, some responses have defaulted to 'Rollover' as the information has not been disclosed. We have accepted your risk based on the risk details already provided, however you will be required to respond to these 'Rollover' statements in the future.

If you breach your duty to provide a fair presentation of the risks to be insured, the policy could be cancelled, claims refused, or terms may be changed in line with the policy conditions.

What you need to do:

- **Check** that the information you have provided is truthful and accurate.
- **Contact** Clear Insurance on 0330 013 0036 or councils@thecleargroup.com if any details are incorrect or need changing.

What you have told us

About you and your business

Council name	Horsford Parish Council
Rural Community Council (England) or County Voluntary Council (Wales) you are affiliated or in which County area your Hall is situated	Not Declared
Population size	5,001 - 10,000

About your premises – location specific

Risk address – location 1	Toilet Block Horsford Village Hall Norwich Norfolk NR10 3DN
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About occupancy:

For this location:

- you are the sole occupant and no part is used and/or hired by third parties No
- the use is only for business purposes Yes
- the buildings are fully occupied Yes

About maintenance:

For this location:

- is in a good state of repair and will be maintained as such Yes
- has no building works ongoing or planned in the next 12 months at any location Yes

About electrical inspections:

For this location:

- has had an electrical inspection carried out within the last 5 years by a NICEIC/ECA/NAPIT contractor which has resulted in a satisfactory grade Yes
- you undertake PAT (Portable appliance testing) on an annual basis Yes

About fire safety:

For this location:

- has a fire alarm that is operative Yes
- has a documented fire risk assessment and this is reviewed annually Yes

About gas & heating:

For this location:

- has an annual inspection of gas appliances and boilers undertaken by a GasSafe registered contractor. Not Applicable
- is heated by low pressure, hot water (gas or oil), oil filled radiators, fixed electric heating, overhead gas or electrical appliances and gas or electric fires only Not Applicable

About the premises:

For this location:

- construction is solely brick, stone or concrete and roofed with slate, tiles, asphalt, concrete or metal Yes
- there are no elements of combustible insulation or cladding e.g. insulated sandwich panels No
- the premises are protected by an intruder alarm that is operative No

About you and your people

You or any of your principals, directors, partners, trustees, managers, clerks or councillors:

- have never been convicted of any criminal offence other than a driving offence or do not have any non-motoring prosecutions pending (you only need to tell us about any convictions that are unspent under the Rehabilitation of Offenders Act 1974) No
- whether in a personal capacity or in connection with any company, business or firm have never been declared bankrupt or been the subject of bankruptcy or insolvency proceedings No
- whether in a personal capacity or in connection with any company, business or firm is not subject to a County Court Judgement, or in Scotland, Sheriff Court Decree No

You or any of your principals, directors, partners, trustees, managers, clerks or councillors, employees or representatives:

- have never been the subject of a prosecution, or notice of intended prosecution, under any health and safety at work, consumer protection, environmental legislation, HM Revenue & Customs or any other regulatory body. Yes

Your council:

- have never had any sanction, penalty or corrective action imposed within the last five years as a result of an investigation by any regulatory or professional body such as the Health & Safety Executive No

About training

You confirm that:

- A record is kept for all training delivered to your employees Yes
- You have a written health and safety policy which is reviewed at least annually. Yes
- Your health and safety policy is cascaded to all employees and volunteers through regular training Yes

About Trustees' and management liability

You confirm that:

- Within the last five years no charity or company to be insured or any of its present or former trustees, directors or officers has been the subject of any complaint to or investigation by the Charity Commission or any other regulatory body True
- In respect of the risks to be insured, no claims have been made against you or any of your trustees, directors or officers during the last five years True
- You are not aware (after making enquiries of your trustees, directors or officers or those acting in that capacity) of any circumstances which might lead to a claim against any of the above under the proposed insurance True

Relating to Fidelity

- You confirm that you comply with the minimum standards of control specified in the policy wording Yes

What you have told us about optional covers

About Personal accident insurance

- You confirm that to the best of your knowledge or belief all the persons to be insured are in good physical and mental health Yes

About Legal expenses

You confirm that:

- You do not envision any redundancies in the next 12 months No
- No principals, directors, partners, trustees, managers, clerks or councillors have been involved in any action, legal dispute, prosecution, dispute with or investigation/inquiry by HM Revenue & Customs or DSS review in connection with any company, business or form with which any of you have been involved (excluding driving offences) Yes

Relating to Terrorism

You confirm that all property you insure, whether under this policy or any other policy, is or will be insured for terrorist damage Not Applicable

About your previous losses

In respect of the risks to be insured, your organisation has not suffered loss, damage, injury or liability during the last three years, whether insured or not (other than any disclosed below). True

Declaration

In respect of the risks to be insured no company or underwriter has taken the following actions on your business:

- declined to issue or renew a policy Yes
- cancelled or avoided a policy Yes
- imposed any special terms Yes

Additional information provided to any questions in this statement of fact or any additional material fact you are aware of that has not been covered by the statements above:

Any additional information provided.

Please provide details, or reasons why you do not have a Gas safety certificate N/A - No Gas

Please describe heating method in use N/A - No Heating

Important information

Protecting your information is important to us. We will process your personal data in accordance with data protection laws.

We may share your personal data with other companies or databases for the purposes of preventing and detecting fraud.

For further information on how your personal data is used and your rights in relation to your personal data, please refer to the summary in your policy document or visit our website www.ecclesiastical.com/privacypolicy which includes details of how to contact our Data Protection Officer.

Fraud prevention

We need to carry out fraud and anti-money laundering checks, and this will involve sharing your personal data (such as your name, contact details and financial information) with credit reference and fraud prevention organisations such as the Claims and Underwriting Exchange, run by MIB. If you make a claim, we will share your personal data (to the extent necessary) with other companies including other insurers and anti-fraud organisations to prevent fraud. For the purposes of deciding whether to accept and pay a claim or any part of it, we may appoint loss adjusters or external investigation services to act on our behalf.

If false or inaccurate information is provided and fraud is identified, your personal data will be passed to fraud prevention agencies including the Insurance Fraud Register, run by the Insurance Fraud Bureau. Law enforcement agencies may access and use this information.

Please note that when carrying out any fraud prevention activities, we may need to process your special categories of data such as criminal offence information and share it with fraud prevention agencies.

Further information

For further information on how your personal data is used and your rights in relation to your personal data please refer to our Privacy Policy at www.ecclesiastical.com/privacypolicy or contact our Data Protection Officer at Benefact House, 2000, Pioneer Avenue, Gloucester

Business Park, Brockworth, Gloucester, GL3 4AW, United Kingdom or on 0345 6073274 or email compliance@ecclesiastical.com.

The Horizon Centre, Broadland Business Park, Peachman Way,
Norwich, NR7 0WF
Tel 01508 533633 / 01603 430509 Text phone 01508 533622
Freephone 0800 3896109
Email planning@southnorfolkandbroadland.gov.uk
Website www.southnorfolkandbroadland.gov.uk



Horsford/BD0803

Town and Country Planning Act 1990
The Broadland District Council Horsford Tree Preservation Order 2026 No. BD0803

Citation

1. This Order may be cited as the **The Broadland District Council Horsford Tree Preservation Order 2026 No. BD0803**

Interpretation

2.—(1) In this Order “the authority” means the Broadland District Council

(2) In this Order any reference to a numbered section is a reference to the section so numbered in the Town and Country Planning Act 1990 and any reference to a numbered regulation is a reference to the regulation so numbered in the Town and Country Planning (Tree Preservation)(England) Regulations 2012.

Effect

3.—(1) Subject to article 4, this Order takes effect provisionally on the date on which it is made.

(2) Without prejudice to subsection (7) of section 198 (power to make tree preservation orders) or subsection (1) of section 200 (tree preservation orders: Forestry Commissioners) and, subject to the exceptions in regulation 14, no person shall—

(a) cut down, top, lop, uproot, wilfully damage, or wilfully destroy; or

(b) cause or permit the cutting down, topping, lopping, wilful damage or wilful destruction of, any tree specified in the Schedule to this Order except with the written consent of the authority in accordance with regulations 16 and 17, or of the Secretary of State in accordance with regulation 23, and, where such consent is given subject to conditions, in accordance with those conditions.

Application to trees to be planted pursuant to a condition

4. In relation to any tree identified in the first column of the Schedule by the letter “C”, being a tree to be planted pursuant to a condition imposed under paragraph (a) of section 197 (planning permission to include appropriate provision for preservation and planting of trees), this Order takes effect as from the time when the tree is planted.

Dated this 15th day of April 2026

The Common Seal of Broadland District Council

was affixed to this Order in the presence of—

Clwhite

Deputy Monitoring Officer
claire white



8798

SCHEDULE

Specification of trees

Trees specified individually - (encircled in black on the map)

<i>Reference on map</i>	<i>Description</i>	<i>Situation</i>
T 1	Oak	Located on the south side of the green, north of The Oaks, 101 Horsbeck Way, Horsford, Norfolk, NR10 3BB

Trees specified by reference to an area (within a dotted black line on the map)

<i>Reference on map</i>	<i>Description</i>	<i>Situation</i>
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Groups of trees (within a broken black line on the map)

<i>Reference on map</i>	<i>Description including number of trees of each species in the group</i>	<i>Situation</i>
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Woodlands (within a continuous black line on the map)

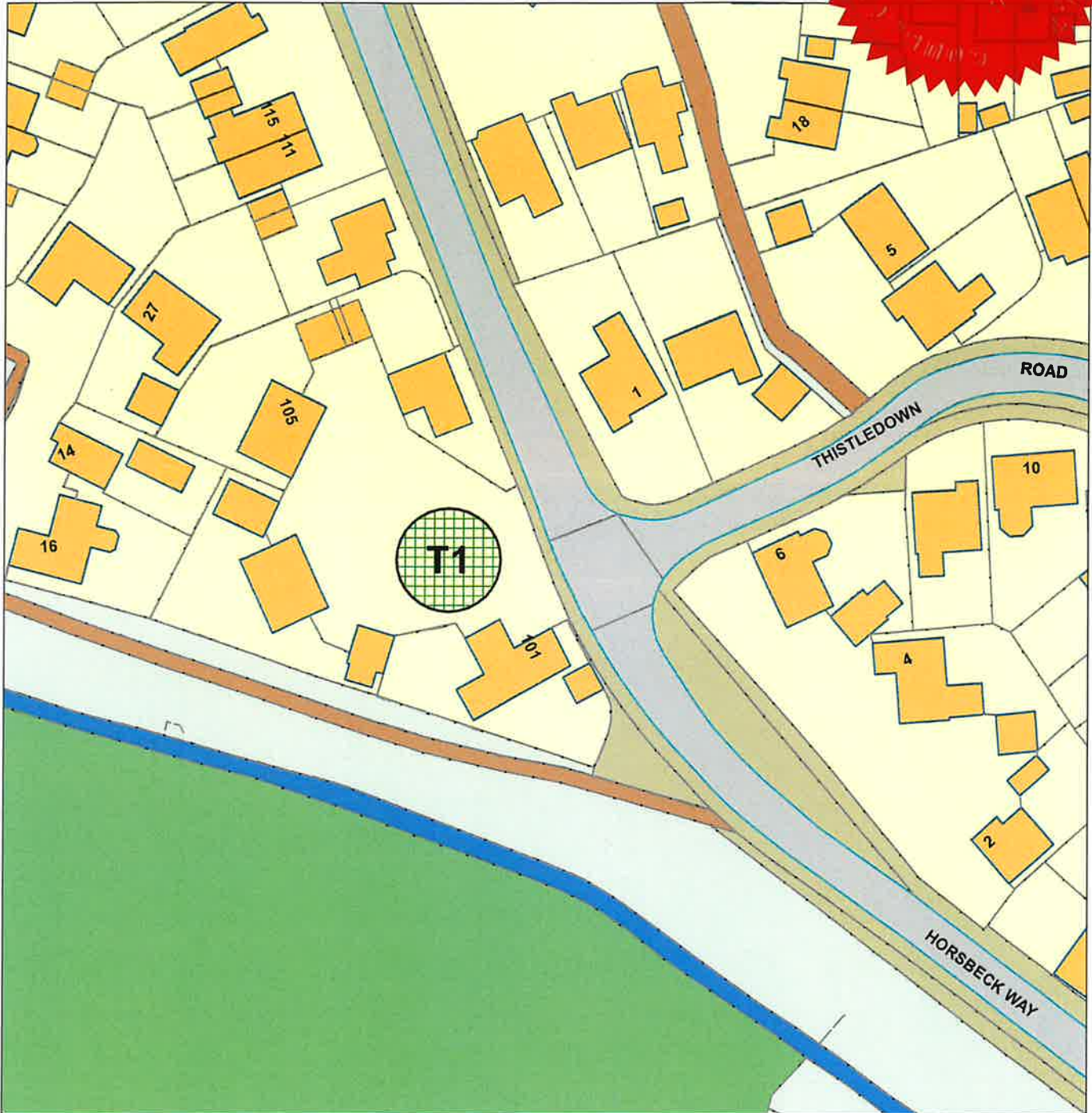
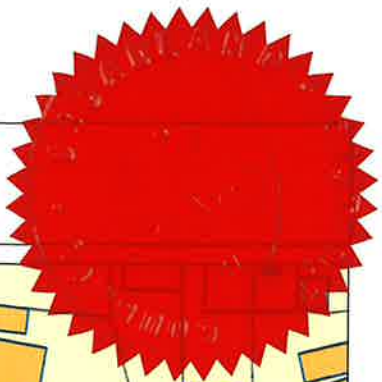
<i>Reference on map</i>	<i>Description</i>	<i>Situation</i>
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Chunt
Deputy Monitoring Officer

Claire White

8TA8

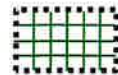
THE BROADLAND DISTRICT COUNCIL
Horsford Tree Preservation Order 2026 No. BD0803



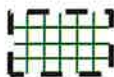
KEY



Individual trees (T1 etc.)



Areas (A1 etc.)
Inner edge of dots denotes boundary



Groups (G1 etc.)
Inner edge of broken line denotes boundary



Woodland (W1 etc.)
Inner edge of line denotes boundary





Community at heart
The Horizon Centre
Broadland Business Park
Peachman Way
Norwich
NR7 0WF

Ms Sarah Vergette
Horsford

Tel 01508 533780 / 01603 430509
Planning@southnorfolkandbroadland.gov.uk

Our ref BD0803

17 April 2026

Dear Sir/Madam,

The Broadland District Council Horsford Tree Preservation Order 2026 No. BD0803
Tree(s) at : The Green North Of The Oaks 101 Horsbeck Way Horsford Norfolk
Easting : 618876 Northing : 316005

Broadland District Council has served a new Tree Preservation Order (TPO) to protect tree(s) at the location detailed above. A copy of the TPO is enclosed. The Council has served this TPO because The tree has scored a significant TEMPO (Tree Evaluation Method for Preservation Orders) score which indicates it is suitable for a TPO. The tree not only provides amenity value to the setting, but also provides a wealth of benefit to many birds, mammals and insects.. Should you wish to comment or object to the TPO, details of how to do so are set out on the Notice; you can use the enclosed reply form for your comments.

Further information is set out on the back of this letter. If you have any other questions or concerns, please do not hesitate to contact us.

Yours faithfully

Natalie Scurll
Assistant Conservation And Tree Officer

New TPO (Tree Preservation Order) - Frequently Asked Questions

Why has the TPO been served on me?

You have been sent this TPO because you are an owner and/or occupier of land on which the tree(s) is/are growing, or that is next to where the tree(s) is/are growing. Alternatively, we may have needed to send it to you as you are in some other way formally connected with the site. We need to tell you about the TPO in order you are aware of the legal restrictions that it imposes, also so you can object or make other comments should you wish to do so.

The tree(s) is/are on my neighbour's land, so why have I received the TPO?

We are required to tell you about the TPO as the tree(s) may overhang or grow to overhang your land. If they do, you will be subject to the restrictions that the TPO imposes. It may also be the case that the roots encroach your land; the TPO protects the tree roots in addition to the rest of the tree, so you must take care not to do any damage to these either.

I am a tenant of the property, so why have I been contacted?

Wherever possible we contact both the owner of the property and any other interested parties such as tenants. Sometimes it is not easy to know who these are, so if you think that we have not contacted someone who should be told about the TPO, please let us know. If you are a tenant, please tell us and also let your landlord know that you have been sent this TPO.

What if my name and/or other details is/are not correct on the TPO documents?

Please let us know as soon as possible and we will resolve this. If necessary, we will re-issue the documents and adjust the consultation period if necessary.

Who else has been informed about the TPO?

In addition to the tree owners and their neighbours, we let the relevant Parish/Town Council, District Councillor(s) and the Parish Tree Warden(s) know about the TPO. If the tree is close to the highway, we will also inform Norfolk County Council.

Why was the TPO sent by recorded delivery or delivered by hand?

As the TPO and the Notice are legal documents, we need to be sure that they have been received safely. We endeavour to time the posting of TPOs so that they arrive at residential properties on Saturdays, which is a day that more households will have at least one person at home to receive them, but sometimes this is not possible. We apologise if the need to sign for the TPO caused you any inconvenience.

How do I make objections to the TPO, or provide other comments?

The Notice that accompanies the TPO sets out the date by which comments should be received; it is usually at least one month from the date the TPO is served. We have provided a standard form on which you can make comments, but you are not obliged to use it. In order to be sure that they are considered all comments must be made in writing by the deadline stated. If for any reason you need longer to make comments, please let us know why and we will do our best to help.

Must I make comments to South Norfolk Council regarding the TPO?

No, you do not need to make an objection or other comment if you do not wish to. If you are supportive of the TPO it would be good, though not essential, to know this as well.

Who do I contact if I have any other questions not covered by this?

General information about TPOs can be found via the Planning Practice Guidance website at planningguidance.planningportal.gov.uk. If this does not provide the information you require please email the Council at Planning@southnorfolkandbroadland.gov.uk or call 01508 533780 / 01603 430509



The Broadland District Council Horsford Tree Preservation Order 2026 No. BD0803

Tree(s) at : The Green North Of The Oaks 101 Horsbeck Way Horsford Norfolk

The Tree Preservation Order (TPO) is valid from 15 April 2026. However, by 15 October 2026 Broadland District Council must decide whether to make the Order permanent. In order to help make this decision, you are invited to provide comments on whether you support or object to the TPO. If you object you must state your reasons for doing so.

All comments must be received by: 19 May 2026

Please note: Any comments that you do provide will be held on file which is available for public inspection. You should therefore ensure that any comments are relevant and not defamatory or offensive, as you will remain personally and legally responsible for them. Your comments may also be published on our website, along with your name and address. If you are concerned about publishing your signature, e-mail address, telephone number or any other personal contact details (other than your name and address which must be available) then send these as a separate attachment so they are not published with the main comments.

Please tick one box only:

Support **Object (you must explain your reasons)** **No comment**

Reasons / comments (continue on further sheets if necessary):

**Print Name:
Parish Clerk**

Date:

Ms Sarah Vergette
3 Rosebery Road
Great Plumstead
Norfolk
NR13 5EA

Please return to:
Planning
Broadland District Council
The Horizon Centre
Broadland Business Park
Peachman Way
Norwich
NR7 0WF
Planning@southnorfolkandbroadland.gov.uk

Horsford Parish Council

From: Chris Thompson <chris@caradonhealthcare.co.uk>
Sent: 14 April 2026 13:54
To: horsfordpc@gmail.com
Subject: Community Gardening Opportunity for Horsford Residents

Dear Anne,

My name is Chris, I manage Caradon Healthcare, a small residential home in Stratton Strawless, on Shortthorn Lane, supporting seven adults with learning disabilities. Our focus is on creating a warm, person-centred environment where the people we support can live full and meaningful lives, with strong links to the local community.

We're very fortunate to have a lovely garden space, and over the past year we've started growing a range of fruit, vegetables, and herbs. It's something the gentlemen here have really enjoyed being part of. While we've made a great start, I have found that developing and maintaining the garden has taken up a considerable amount of my time, which I'm not always able to sustain alongside my management responsibilities. We also don't currently have anyone within the staff team with a strong gardening background.

I am reaching out, as we feel there is a great opportunity to involve people from the local community who may enjoy and value this space. I understand that you are responsible for granting people allotment spaces in Horsford. I wondered if there were more people interested in allotments than there are allotments available, and whether people could be put in touch with us while they are waiting for one to become available. They could help us to grow produce and share in what is grown.

All of the people we support receive at least 1:1 support so no one would be unsupervised during any visit.

The idea is intentionally simple and flexible. We're offering:

- A peaceful and welcoming space to spend time outdoors
- All tools, seeds, and equipment provided
- No formal commitment — any time given is valued
- The opportunity to share in what is grown


I've included a short write-up below which you're very welcome to share directly:

Community Gardening Opportunity – Caradon Healthcare

We are a small residential home supporting adults with learning disabilities, and we've been developing a garden to grow fruit, vegetables, and herbs.

We would love to welcome members of the local community to spend some time in the garden with us.

We offer:

- A relaxed and friendly gardening space
- All tools, seeds, and equipment provided
- Flexible involvement – no set commitment
- The opportunity to take home some of what you grow 

Whether you are an experienced gardener or simply enjoy being outdoors, you would be very welcome.

If this is something you might be interested in, please contact Chris at Caradon Healthcare: 01603 551135 / chris@caradonhealthcare.co.uk

If helpful, I would be very happy to arrange a visit so that anyone interested can come and see the garden and meet us before deciding. I am also happy to provide any other information or come and visit anyone that may be interested.

If it's easier to have a chat over the phone, please do not hesitate to give me a call.


If this is something you would be able to support us with, we would be incredibly grateful.

Kind regards,

Chris Thompson

Registered Manager, Caradon Healthcare Ltd.

 01603551135

 chris@caradonhealthcare.co.uk

 www.rhenculencaregroup.co.uk/caradon



CARADON

A Rhencullen Care Group company

Dear Hosford Parish Council,

On behalf of Horsford Primary PTA, I would like to extend our sincere thanks for your generous grant of £250 in support of our upcoming Colour Run and Funday event in July.

Your contribution plays an important role in helping us create a fun, inclusive, and memorable day for the children, families, and wider village community. Events like this not only bring people together but also help us raise vital funds to support the school and enhance opportunities for our pupils.

We are truly grateful for your support and for your continued commitment to our local community. We look forward to sharing the success of the event with you.

Thank you once again for your generosity.

Yours sincerely,
Horsford Primary PTA