

LUDLOW TOWN COUNCIL A G E N D A

To: All Members of the Council, Unitary Councillors, Press

Contact: Gina Wilding

Ludlow Town Council, The Guildhall,

Mill Street, Ludlow, SY8 1AZ

01584 871970

townclerk@ludlow.gov.uk

Despatch date: 29th August 2025

EXTRAORDINARY COUNCIL

You are summoned to attend the meeting of Ludlow Town Council to be held
at The Guildhall, Mill Street, Ludlow, on
Wednesday 3rd September 2025 at 7.00pm

Gina Wilding

Gina Wilding
Town Clerk

Key Agenda Items:

- INSURANCE RENEWAL
- PROJECT UPDATE
- COMMITTEE MEMBERSHIP

The public may speak at this meeting

Public Open Session (15 minutes) – Members of the public are invited to make representations to the Council on any matters relating to the work of the Council or to raise any issues of concern.

1. **WELCOME FROM THE MAYOR AND HEALTH & SAFETY INFORMATION**

Councillors and members of the public are to note that the fire exits can be found to the rear of the building and via the front door. The fire assembly point is on the pavement opposite the Guildhall. For fire safety purposes all Councillors should sign the attendance book and members of the public should sign the attendance sheet.

2. **RECORDING OF MEETINGS** – Under the Openness of Local Government Regulations 2014, recording and broadcasting including blogging, tweeting and other social media is permitted during public session of Council meetings.

The act of recording and broadcasting must not interfere with the meeting.

The Council understands that some members of the public may not wish to be recorded and asks that they make this known immediately.

3. **MEETING PROTOCOL**

Members are reminded of the vital importance of mutual respect, professionalism, and full adherence to the Council's Code of Conduct, Standing Orders, and Meeting Protocol.

Councillors and officers have distinct yet complementary roles and work collaboratively in the best interests of the community. Councillors are responsible for setting policy and representing the public, while officers provide impartial advice and are tasked with implementing Council decisions.

During meetings, Members must conduct themselves with decorum, follow the established rules of debate, and respect the authority of the Chair.

Disruptive behaviour, undue pressure on officers, or prioritising personal interests above Council objectives undermines good governance and is contrary to the standards of conduct expected in Council proceedings.

Maintaining integrity, accountability, and a respectful environment is essential to ensuring effective and transparent decision-making.

4. **APOLOGIES**

To receive Councillor's apologies.

5. **DECLARATIONS OF INTEREST**

To receive declarations of interests for:

- a) Disclosable Pecuniary Interest
- b) Declaration of Conflicts of Interest
- c) Declarations of Personal Interest

Members are reminded that they must not participate in the discussion or voting on any matter in which they have a Disclosable Pecuniary Interest and should leave the room prior to the commencement of the debate. (Disclosable Pecuniary Interests) Regulations 2012 (SI 2012/1464)



6. **PUBLIC OPEN SESSION (15 MINUTES)** – Members of the public are invited to make representations to the Council on any matters relating to the work of the Council or to raise any issues of concern. Public Bodies (admissions to meetings) Act 1960 s 1 extended by the LG Act 972 s 100.
7. **LUDLOW'S UNITARY COUNCILLORS SESSION**
Ludlow's Unitary Councillors are invited to provide updates on Unitary Council matters related to Ludlow.
8. **MINUTES**
To approve the open and closed minutes of **Council** on **Monday 28th July 2025** as a correct record of the meeting (LGA 1972 Sch 12 para 41(1)).
9. **ITEMS TO ACTION**
To note the items to action from **Monday 28th July 2025**.

ITEM	Attachment
10. <u>INSURANCE RENEWAL</u>	
a) To approve renewal of the council's liability insurance.	10a
b) To approve renewal of the council's listed buildings and civic regalia insurance.	10b
c) To approve an option for cyber insurance.	10c
d) To approve renewal of the council's motor insurance.	10d
e) To consider expenditure for the revaluation of the council's properties	10e
11. <u>CCTV</u> To receive an update regarding the installation of equipment in the church tower.	No papers
12. <u>COMMITTEE MEMBERSHIP</u> To amend the membership of Representational Committee to reflect the resignation of Councillor Lyle from the committee, and to approve Councillor Parry onto membership of the Communications Strategy Task and Finish Working Group.	12
13. <u>SCAFFOLD ASSESSMENT</u> To approve an assessment by Longmynd Consultants Ltd of the scaffolding surrounding the electric sub-station.	13

M e m b e r s h i p

Councillors Lyle (Town Mayor), Addis, Childs, Cowell (Deputy Mayor), Gill, Ginger, Harris, Hepworth, Maxwell-Muller, Owen, Parry, Scott-Bell, Tapley, Taylor and Waite.

The date of the next Council meeting is 8th September 2025

Item 8.

MINUTES



MINUTES

Minutes of a meeting of the **COUNCIL** held at The Guildhall, Mill Street, Ludlow on **MONDAY 28TH JULY 2025** at 7.00 PM.

FC/133 PRESENT

Chair: Councillor Lyle

Councillors: Addis; Childs; Cowell; Ginger; Harris; Hepworth; Maxwell-Muller; Owen; Parry; Scott-Bell; Tapley; Taylor; Waite

Officers: Gina Wilding, Town Clerk
Kate Adams, Deputy Town Clerk

FC/134 ABSENT

Councillor Gill was absent.

FC/135 HEALTH & SAFETY

The Mayor, Councillor Lyle, welcomed everyone to the Full Council meeting and made some health and safety announcements.

FC/136 RECORDING OF MEETINGS

The Mayor notified those present that under the Openness of Local Government Regulations 2014, recording and broadcasting is permitted during public session of Council Meetings. The act of recording and broadcasting must not interfere with the meeting.

FC/137 MEETING PROTOCOL

The Mayor reminded Members of the vital importance of mutual respect, professionalism, and full adherence to the Council's Code of Conduct, Standing Orders, and Meeting Protocol.

Councillors and officers have distinct yet complementary roles and work collaboratively in the best interests of the community. Councillors are responsible for setting policy and representing the public, while officers provide impartial advice and are tasked with implementing Council decisions.

During meetings, Members must conduct themselves with decorum, follow the established rules of debate, and respect the authority of the Chair. Disruptive behaviour, undue pressure on officers, or prioritising personal interests above Council objectives undermines good governance and is contrary to the standards of conduct expected in Council proceedings.

Maintaining integrity, accountability, and a respectful environment is essential to ensuring effective and transparent decision-making.

FC/138 APOLOGIES

Apologies were received from Councillor Gill (family matter).

FC/139 DECLARATIONS OF INTEREST

Disclosable Pecuniary Interests

None

Conflicts of Interest

None

Personal Interests

<u>Member</u>	<u>Item</u>	<u>Reason</u>
Addis	25	Has work contracts with Grange Heating
Cowell	19	Knows Colin Richards (TWT)
Owen	19	Friend of Town Walls Trust Knows Colin Richards (TWT) Has made public comments regarding the town walls.
Childs	16	Daughter attends Rainbows Knows organiser of Restoring Shropshire Verges Project)
Maxwell-Muller	19	Knows Colin Richards (TWT)
Hepworth	19	Knows Colin Richards (TWT) Personal interest in St Laurence's Has made a statement on his position in relation to the town walls.
Parry	19 16	Knows Colin Richards (TWT) Ludlow Girl Guides involved in LIB Knows organiser of Restoring Shropshire Verges Project)

Lyle	14	Knows organiser of Restoring Shropshire Verges Project)
	16	Contact with Ludlow Girl Guides
	19	Knows Colin Richards (TWT)
	26	Knows owner of Wild Edric

FC/140 PUBLIC OPEN SESSION (15 minutes)

There were four members of the public in attendance.

A member of Ludlow's Chamber of Trade spoke in support of Visit Shropshire and urged the Town Council to renew their membership.

A member of Ludlow Regeneration Focus Group endorsed Visit Shropshire and asked for continued inclusion in related information.

A resident of Ludford stated that he hopes LTC will co-operate with he request from St Laurence's to come to a resolution regarding the town walls; that he hoped there will be no restriction on public speaking at meetings and that the chair will not be biased; that LTC need an outstanding audio system; and asked would LTC please press for enforcement on the state of buildings which are dangerous and untidy, even encouraging tenancy at a slightly lesser rate; LTC also needs to get Ludford bridge repaired as it is a historical monument.

FC/141 LUDLOW POLICE UPDATE

No update was received from the Safer Neighbourhood Team.

RESOLVED DL/KC (unanimous)

That the Police Crime Commissioner (PCC) Survey, as drafted by the Town Clerk, be submitted.

FC/142 LUDLOW'S UNITARY COUNCILLORS SESSION

Councillor Parry (Ludlow South) addressed the Council regarding a meeting she attended with the PCC last week and that things aren't very good at the moment.

She also responded to the member of the public that Ludford Bridge repairs have been scheduled by Shropshire Council.

Councillor Waite (Ludlow East) addressed the Council regarding the following:

- There are issues relating to health and vaccinations, people should be urged to vaccinate themselves and their children where possible;
- Homepoint (Shropshire homes) are under an urgent review with 7,000 households currently needing homes in Shropshire.

- People should continue to report potholes on public roads on Fix My Street as new pothole repairing equipment is now available to progress works quicker.
- SC is working with Town and Parish Council's including delegating services and funding.
- Funding is available for 'Street scene type projects'.
- There is a shift towards genuine partnership.
- Social care and fostering – there is a big need for carers to come forward.

FC/143 MINUTES

RESOLVED DL/KC (11:0:3)

That the minutes of the Council meeting held on Monday 23rd June 2025 be approved as a correct record and signed by the Chair with the amendment that on item FC/129 that two councillors abstained from voting.

FC/144 ITEMS TO ACTION

RESOLVED DL/PA (unanimous)

That the Items to Action were considered with the following matter to be brought to a future Full Council meeting for consideration:

- Reforming the Staffing Task & Finish Group to further Projects and Assets role
- Update on Shropshire Council's response re: implementation of TPO on Market Square.
- Reforming of Neighbourhood Plan Task & Finish Group.
- Update on the progress of attaining Coach Friendly Status.
- Update on the progress regarding covenant changes required to enable consideration of Ludlow Rugby Club's use the pitch at Wheeler Road.

FC/145 VISIT SHROPSHIRE

RESOLVED PA/IMM (12:0:2)

That the Town Council's annual standard level membership at a cost of £1,500.00, be renewed.

FC/146 PROJECTS

That the priority projects for the period September to December 2025 are as follows:

RESOLVED PA/DL (13:0:1)

Installation and functioning of CCTV throughout Ludlow

FC/147 RESOLVED MT/IMM (unanimous)

Amplification equipment and live broadcasting capabilities in the Guildhall chamber

FC/148 RESOLVED GG/BW (unanimous)

That there are only two priority projects for this period.

FC/149 PUBLIC PARTICIPATION

**RESOLVED KC/PA (10:2:2) For: KC, PA, MT, DC, JH, BW, DL, IMM, GG, AT
Against: SH, VP
Abstention: ISB, RO**

That the Council's Standing Orders are amended to allow public filming unless disruptive.

FC/150 RESOLVED DL/KC (unanimous)

That guidance on how to give notice and speak at meetings is provided on the Council's website.

FC/151 NOT CARRIED GG/SH (4:9:1)

That in order to address the Council in public open session the member of the public must be a resident of Ludlow.

FC/152 RESOLVED PA/KC (9:4:1)

That Members of the public who are not residents of Ludlow may speak during public open session at the discretion of the Chair, particularly where the matter directly relates to the town or Council responsibilities.

FC/153 RESOLVED DL/KC (11:0:3)

That is be noted that Shropshire Council's Standards Sub-Committee state that a Councillor attending a meeting of their authority is not able to speak other than as a Councillor.

**FC/154 ADOPTION OF CLUSTER MODEL FOR OUTDOOR SPACES PARTNERSHIP
IN SHROPSHIRE**

RESOLVED DL/KC (13:0:1)

That the cluster model be noted and Councillor Ian Maxwell-Muller (as chair of the Climate Action Task & Finish Group) be approved to attend the Nature Recovery Conference on 3rd October.

FC/155 SUSPENSION OF STANDING ORDERS

RESOLVED DL/KC (unanimous)

That Standing Orders be suspended.

FC/156 CORE GRANTS

RESOLVED DL/KC (10:1:2)

That the criteria be amended to read: "Organisations must be prepared to attend Ludlow's Annual Town Residents Meeting to showcase their work and publicly recognise the support received from Ludlow Town Council".

FC/157 REINSTATE STANDING ORDERS

RESOLVED DL/KC (unanimous)

That Standing Orders be reinstated.

FC/158 PROJECT SUPPORT GRANT

RESOLVED GG/SH (unanimous)

That the grant application does not meet the necessary criteria to show financial need and to ask the applicant to provide more information to enable the Council to reconsider the application.

FC/159 INSURANCE

RESOLVED DL/KC (unanimous)

That the report be noted.

FC/160 TOWN CRIER

RESOLVED DL/SH (unanimous)

That Ludlow Town Council does not approve any sponsorship opportunities or hosting of competitions in Ludlow.

FC/161 SUSPENSION OF STANDING ORDERS

RESOLVED DL/KC (10:4:0)

That Standing Orders be suspended.

Councillor Waite left the meeting at 8.41pm

FC/162 TOWN WALLS

RESOLVED DL/GG (unanimous)

That the correspondence be noted and to change the Full Council meeting on 8th September 2025 to have this as a single agenda item.

FC/163 REINSTATE STANDING ORDERS

RESOLVED DL/GG (12:0:1)

That Standing Orders be reinstated.

FC/164 SCAFFOLDING INSPECTION

RESOLVED GG/DL (9:0:3)

That consideration be deferred until the requested information is received from Longmynd Consultants Ltd.

FC/165 COMMITTEE MEMBERSHIP

RESOLVED PA/IMM (11:0:3)

That the amendment of the membership of Policy & Finance Committee, to reflect the resignation of Councillor Harris from the Committee, be approved.

FC/166 COMMITTEE RECOMMENDATIONS**RESOLVED RO/MT (12:0:1)**

That the recommendations from the Policy & Finance Committee meeting held on the 21st July 2025, be approved:

POLICY REVIEW**a) Investment Policy**

That the Council maintain a balance of £150,000.00 in the current account and all other funds be invested in the CCLA Public Sector Deposit Fund.

b) Communications Policies

That:-

- a) a Communications Strategy Task and Finish Working Group be set up to review the Press Protocol, Social Media Policy, Communications Protocol and Community Engagement Policy and the terms of reference be approved.
- b) the Communications Policy Task and Finish Working Group membership is Councillors Childs, Cowell, Lyle, Maxwell-Muller, Owen and Scott Bell.

CLIMATE ACTION TASK & FINISH GROUP

That:-

- a) the minutes of the Climate Action Task and Finish Group meeting held on the 11th July 2025 be received.
- b) the Climate Action Task and Finish Group recommendations from the 11th July 2025 be approved as follows:-
 - That a meeting of the Ludlow Town Centre Planting Task & Finish Group be:-
 - organised in September and put together a seasonal planting and tub
 - maintenance strategy for 2025/26. This forum will allow us to begin pulling ideas
 - together for the provision and maintenance of planting throughout Ludlow.
 - That a volunteer group named St Johns Guardians should be set up. Once up
 - and running all updates and information to go via Services Committee. The first
 - volunteer day to take place on a weekday in September, DLF to all be available
 - to assist with removal of rubbish etc., spades forks and trowels to be brought by
 - the person or loaned by the DLF.
 - That the updates made to the Climate Action Plan as listed above be approved.

FC/167 EXTENSION OF MEETING

RESOLVED DL/KC (unanimous)

That an extension of the meeting, until 9.15pm, be approved.

FC/168 COMMITTEE MINUTES

RESOLVED SH/IMM (unanimous)

That the minutes of the Representational Committee meeting held on 17th June 2025 be received.

FC/169 RESOLVED GG/IMM (unanimous)

That the minutes of the Representational Committee meeting held on 15th July 2025 be received.

FC/170 RESOLVED ISB/KC (10:0:3)

That the minutes of the Staffing Committee meeting held on 26th June 2025 be received.

FC/171 RESOLVED RO/MT (11:0:2)

That the minutes of the Policy & Finance Committee meeting held on 21st July 2025 be received.

FC/172 EXCLUSION OF PRESS AND PUBLIC: PUBLIC BODIES (ADMISSION TO MEETINGS) ACT 1960

RESOLVED DL/KC (unanimous)

That that the public be excluded from the meeting for the following item(s) of business pursuant to section 1 of the Public Bodies (Admission to Meetings) Act 1960, on the grounds that publicity would be prejudicial to the public interest by reason of the confidential nature of the business to be transacted, and the meeting continue in closed session.

The meeting closed at 9.14pm.

Town Mayor

Date

Closed session minutes will be issued for this meeting.

CLOSED SESSION MINUTES

Closed Session minutes of a meeting of the **COUNCIL** held at The Guildhall, Mill Street, Ludlow, on **MONDAY 28th JULY 2025** at **7:00PM**

FC/173 WORK EXPERIENCE

RESOLVED GG/DL (unanimous)

That the request from a local college be approved.

FC/174 GUILDHALL HEATING

RESOLVED GG/SH (unanimous)

That Shropshire Council's Conservation Officer be approached for their recommendations for heating to be installed in a Grade I listed building.

FC/175 GUILDHALL AV

RESOLVED GG/IMM (unanimous)

That prospective suppliers be asked to provide a demonstration in the Guildhall of how the equipment would work in the chamber before quotes are considered, or arrange for Members to visit a comparable site to experience working equipment.

FC/176 ASSETS

RESOLVED PA/DL (unanimous)

That insurance valuation be noted.

The meeting closed at 9.14pm.

Town Mayor

Date

Item 9.

ITEMS TO ACTION

Full Council

Items to Action

<u>ONGOING</u>					
<u>FC Meeting</u> <u>29.07.2019</u>					
FC/125	<u>1ST FLOOR GUILDHALL</u> That: - i) the remaining funds of £1,500 from the Mayor's Allowance from 2018-19 be used towards the refurbishment of the first floor of the Guildhall. ii) the listed building consent for the Chamber is renewed. iii) Quotations for works to the Chamber, and works to the first floor of the Guildhall, as described in the report, are sought and brought back to Council for approval.	Building consent application sent. Quotations sought.	GW GW	Complete Pending	09/12/19
<u>FC Meeting</u> <u>26.04.2021</u>					
FC/336	<u>STAFFING STRUCTURE REVIEW</u> To approve: - i) Creation of workspaces upstairs at the Guildhall to facilitate the proposed appointments. ii) Further exploration of a Projects and Assets role by a Staffing Task & Finish Group.	Not being progressed.	GW	Complete Pending	01/07/22

Full Council

Items to Action

	iii) Further exploration of an additional admin apprentice role by a Staffing Task & Finish Group	Staffing T&F to discuss.		Pending	
<u>FC Meeting</u> <u>11.05.2022</u>					
FC/50	<u>MARKET PARKING</u> To escalate the item to action for prompt consideration in six months.	To follow up with SC monthly.	GW / HJ	Pending Feb 24 – update: draft consultation with legal department. April 24 – email and images sent to SC to inform of cars left on market. July 2025 – letters sent to SC with council resolution. August 25 – letters sent to Heather Kidd and Rob Wilson.	

Full Council

Items to Action

<u>FC Meeting</u> <u>01.08.2022</u>					
FC/122	<u>MARKET PARKING</u> That once the parking order is enacted, its effect will be monitored by market traders and the Town Council.	To be monitored.	GW	Pending	
FC/123	<u>MARKET PARKING</u> That if after a period of six months, if the Town Council deems the parking order to have been ineffective at its next meeting, Ludlow Town Council will approve consultation with the Conservation Officer for approval of the design of the bollards to be installed on the Market Square.	To be diarised when parking order in force.	GW	Pending	
<u>FC Meeting</u> <u>29.07.2024</u>					
FC/144	<u>COACHES</u> To secure coach friendly status and liaise with the Chamber about the coach driver welcome pack.	To liaise with BIDs and make the application.	GW/KP	BIDs and Visit Shropshire approached for information.	
FC/145	To follow up with Visit Shropshire to promote Ludlow as a coach destination at tourism shows and through other communication channels.			Made contact with Coach	

Full Council

Items to Action

				Friendly Status organisation. Application needs to be completed.	
FC/191	<u>COMMITTEE RECOMMENDATIONS – REP</u> To approve the recommendations from Representational Committee on 27 th August 2024: That a task and finish group is set up to explore the stages of creating a Neighbourhood Plan and design codes, and that all Councillors are eligible to join.	Put on to Representational Committee agenda for consideration.	GW	Pending	
	To approve the refurbishing of the Mill Street bus shelter in the next financial year, and quotes are obtained to enable an appropriate budget to be set.		KA	Complete	June 2025
FC/192	To approve membership of the Neighbourhood Plan Task and Finish Group as Councillors Ginger, Harris, Miller, Parry, Tapley and S Waite.	Initial meeting to be called		Pending	
<u>FC Meeting</u> <u>20.01.2025</u>					

Full Council

Items to Action

FC/298	<u>WHEELER ROAD RECREATION AREA</u> To support in principle the request from Ludlow Rugby Club to use Wheeler Road Recreation Area as a temporary training ground, subject to approval from a successor of the original grantee.	To locate and write to original grantee.	HJ	Pending	
<u>FC Meeting</u> <u>14.04.2025</u>					
FC/363	<u>SPRING STATEMENT IMPACT ON HIGH STREET BUSINESSES AND TOWNS</u> To note the update on the impact of the government's Spring Statement on the High Street, and to approach Shropshire Council for the re instatement of the Ludlow Future Partnership.	To contact SC.	GW	Pending	
<u>FC Meeting</u> <u>23.06.2025</u>	<u>Item</u>	<u>Action</u>	<u>Staff</u>	<u>Status / Update</u>	<u>Date</u>
FC/112	<u>LISTED BUILDINGS CONDITION REPORT</u> That three contractors listed in the report are invited to submit a quotation.	Invite contractors to quote.	GW	Pending	
FC/123	<u>PROJECTS</u>	To allocate staff to progress VJ	KA/ KP / CA/ HJ	Ongoing	

Full Council

Items to Action

	<u>RESOLVED DL/IMM (unanimous)</u> That the top three priority projects for June – September 2025 be approved as CCTV, VJ Day, and the Shaping Lives Project. The next three priorities for October – December 2025 be considered at the July Council meeting.	Day project and inform CCTV and Shaping lives project staff to prioritise this work. To include on the July agenda.	GW	Complete	
FC/129	<u>TOWN WALLS</u> To approve, without prejudice to Ludlow Town Council's position that it is not liable, a contribution of £1,500 for hiring an external contractor to reposition replacement bags of stone at the collapsed section of the Town Wall as a gesture of goodwill because of the H&S concerns.	To liaise with LTWT.	GW	Ongoing	
<u>FC Meeting</u> <u>28.7.2025</u>	<u>Item</u>	Action	Staff	Status/Update	Date
FC/146	<u>PROJECTS</u>				

Full Council

Items to Action

	That there are only two priority projects for the period September to December 2025 are as follows: • Installation and functioning of CCTV throughout Ludlow. • Amplification equipment and live broadcasting capabilities in the Guildhall chamber		KA HJ	Ongoing Ongoing	
FC/158	<u>PROJECT SUPPORT GRANTS</u> That the grant application does not meet the necessary criteria to show financial need and to ask the applicant to provide more information to enable the council to reconsider the application.	To contact the applicant and explain next step.	HJ	Pending – asked for more information.	
FC/174	<u>GUILDHALL HEATING</u> To approach Shropshire Council's Conservation Officer asking for their recommendations for heating to be installed in a Grade I listed building.	Contact SC Conservation Officer.	HJ	Pending – awaiting feedback.	
FC/175	<u>GUILDHALL AV</u>				

Full Council

Items to Action

	To ask prospective suppliers to provide a demonstration in the Guildhall of how the equipment would work in the chamber before quotes are considered, or arrange for members to visit a comparable site to experience working equipment.	Contact suppliers.	HJ	Pending – awaiting responses.	
COMPLETED					
FC Meeting 31.07.2023					
FC/133	<u>INSURANCE</u> That: i) the renewal questionnaire for the Town Council's insurance is approved. ii) the civic regalia is revalued.	Questionnaire to be returned to insurance company. Civic regalia to revalued. Specification delegated	GW GW	Complete Complete	August 2023 July 2025
FC Meeting 14.04.2025					
FC/375	<u>INTERNATIONAL DAY OF PEACE</u> To approve in principle the request from Ludlow Quakers for a service at Ludlow Peace Memorial in	To contact RBL for their	GW / HJ	Complete	June 2025

Full Council

Items to Action

	September, subject to the recommendations of the Ludlow Royal British Legion.	input/permission on behalf of the Quakers.			
<u>FC Meeting</u> <u>23.06.2025</u>	<u>Item</u>	<u>Action</u>	<u>Staff</u>	<u>Status / Update</u>	<u>Date</u>
FC/106	<u>ANNUAL GOVERNANCE AND ACCOUNTING RETURN (AGAR) 2024/25</u> That the Annual Return Governance Statement 2024/25 in accordance with the Accounts and Audit Regulations be approved.	Send AGAR to external auditor.	GW	Complete	26/06/25
FC/108	That publishing the detailed Annual return Account document on the Council's website be approved.	On LTC website.	GW	Complete	26/06/25
FC/109	That the dates from Monday 30 th June to Friday 8 th August for the period for the exercise of public rights be approved.	On LTC website.	GW	Complete	26/06/25
FC/110	<u>SHROPSHIRE COUNCIL'S NEW APPROACH TO PARTNERSHIP WITH TOWN AND PARISH COUNCILS</u> That Councillors will either send their responses to the survey into the Town Clerk or directly into Shropshire Council.	LTC response to be submitted.	GW	Complete	26/06/25

Full Council

Items to Action

FC/113	<u>COMMUNITY INFRASTRUCTURE LEVY (CIL)</u> That the Annual Neighbourhood Fund Agreement be approved.	Return to Shropshire Council.	GW	Complete	July 2025
FC/114	<u>MARKET SQUARE PARKING</u> That the motion to urge Shropshire Council to promptly undertake a public consultation on a Traffic Regulation Order under the Road Traffic Regulation Act 1984 be approved.	To write to Shropshire Council and Portfolio holders.	GW / HJ	Complete	July 2025
FC/117	<u>LUDLOW CANCER SUPPORT GROUP</u> That the request for a statement of support from the Town Council be approved.	To write to LCSG to confirm support.	GW / HJ	Complete	July 2025
FC/121	<u>INCLUSIVE MEETINGS</u> <u>RESOLVED</u> DL/KC (unanimous) That an investigation into amplification equipment and live streaming capabilities at the Guildhall be approved.	To approach specialist companies to investigate the solutions they might be able to offer.	HJ/KP	Complete – updates in Ongoing Items ‘Guildhall AV’.	

Full Council

Items to Action

FC/122	<u>RESOLVED PA/TG (unanimous)</u> That the investigation into amplification equipment and live streaming capabilities in the Guildhall be added onto the Projects Action List.	To update project list	HJ	Complete. On Project List.	
FC/124	<u>COMMITTEE MEMBERSHIP</u> <u>RESOLVED DL/KC (unanimous)</u> That Councillor Maxwell-Muller be approved onto the membership of Services Committee, Policy & Finance Committee, Staffing Committee, Climate Action Task & Finish Group and the Town Planters Working Group.	To update the committee matrix and the website	HJ / KP	Complete	June 2025
FC/127	<u>FRIENDS OF LUDLOW MUSEUM</u> <u>RESOLVED VP/SH (unanimous)</u> Councillor Parry is appointed the Town Council representative.	To notify the group	HJ	Complete	June 2025

Full Council

Items to Action

FC/128	<u>LUDLOW SUSTAINABLE TRANSPORT BUS GROUP</u> That the update from Ludlow Sustainable Transport Bus Group be noted, and actions referred to the Representational committee.	Refer actions to Rep Cttee for July meeting.	GW	Complete	July 2025
FC/130	<u>COMMITTEE RECOMMENDATIONS</u> <u>RESOLVED RO/IMM (11:0:2)</u> <u>Write Off Debt</u> That the Ludlow Pride organisation that incurred the debt are no longer in existence and that the debt in the sum of £45.00 plus VAT be written off. <u>INSURANCE</u> <u>Insurance Task and Finish Group</u> That:- a) an Insurance Task and Finish Group be set up to review the Council's insurance requirements; b) the Insurance Task and Finish Group membership be made up of Councillors Hepworth, Owen and Taylor.	To update the council's records To progress the Council's insurance renewal for approval by Full Council	LJ GW	Complete Complete	Sept 2025

Full Council

Items to Action

	<u>POLICY REVIEW</u> <u>Financial Regulations</u> <u>Safeguarding – Children and Vulnerable Adults Protection Policy</u> <u>Task and Finish Group Recommendations – 5th June 2025</u>	To update the policies and distribute to staff / on website To action and progress the recommendations to committee and FC as appropriate	LJ KA/GW	Complete Ongoing	
<u>FC Meeting 28.7.2025</u>	<u>Item</u>	Action	Staff	Status/Update	Date
FC/141	<u>LUDLOW POLICE UPDATE</u> To submit the Police Crime Commissioner (PCC) survey as drafted by the Town Clerk.	To complete survey and return to PCC.	GW	Complete	August 2025

Full Council

Items to Action

FC/145	<u>VISIT SHROPSHIRE</u> To renew the Town Council's annual standard level membership at a cost of £1,500.00.	To renew membership.	GW	Complete	July 2025
FC/149	<u>PUBLIC PARTICIPATION</u> To allow public filming unless disruptive.	To update Standing Orders.	GW	Complete	August 2025
FC/150	To provide guidance on how to give notice and speak at meetings on the Council's website.	To update website.	GW	Complete	August 2025
FC/152	That Members of the public who are not residents of Ludlow may speak during public open session at the discretion of the Chair, particularly where the matter directly relates to the town or Council responsibilities.	To update Standing Orders.	GW	Complete	August 2025
FC/154	<u>ADOPTION OF CLUSTER MODEL FOR OUTDOOR SPACES PARTNERSHIP IN SHROPSHIRE</u>	To book a space at the conference.	HJ	Complete	Aug 2025

Full Council

Items to Action

	To note the cluster model and to approve Cllr Ian Maxwell-Muller to attend the Nature Recovery Conference on 3 rd October.				
FC/156	<u>CORE GRANTS</u> To approve the amendment of the criteria to read: Organisations must be prepared to attend Ludlow's Annual Town Residents Meeting to showcase their work and publicly recognise the support received from Ludlow Town Council, and to approve the release of the application form for core grant applications in 2026/ 27.	To update criteria	GW	Complete	July 2025
		To update application form	GW	Complete	July 2025
FC/160	<u>TOWN CRIER</u> Ludlow Town Council does not approve any sponsorship opportunities or hosting a competition in Ludlow.	To update Town Crier.	GW	Complete	July 2025
FC/162	<u>TOWN WALLS</u>	To arrange single agenda item meeting.	GW / KA	Complete	July 2025

Full Council

Items to Action

	To note the correspondence and to change the Full Council meeting on 8 th Sept to have this as a single agenda item.				
FC/164	<u>SCAFFOLDING INSPECTION</u> To defer consideration until the requested information is received from Longmynd Consultants Ltd.	Bring to next meeting.	GW		
FC/165	<u>COMMITTEE MEMBERSHIP</u> To approve the amendment of the membership of Policy & Finance Committee to reflect the resignation of Councillor Harris from the committee.	To update matrix and website.	HJ		
FC/166	<u>COMMITTEE RECOMMENDATIONS</u> To approve the following recommendations from Policy & Finance Committee on 21st July 2025: POLICY REVIEW a) Investment policy	To update P & F Committee Officer.	GW		
				Complete – to be considered at September extra FC	August 2025
				Complete	Aug 2025
				Complete	August 2025

Full Council

Items to Action

	That the Council maintain a balance of £150,000.00 in the current account and all other funds to be vested in the CCLA Public Sector Deposit Fund. b) Communications Policies a) A Communication Strategy Task and Finish Working Group be set up to review the Press Protocol, Social Media Policy, Communications Protocol and Community Engagement Policy and the terms of reference be approved. b) The Communications Policy Task and Finish Working Group membership is Councillors Childs, Cowell, Lyle, Maxwell-Muller, Owen and Scott-Bell CLIMATE ACTION TASK & FINISH GROUP That:- a) The minutes of the Climate Action Task and Finish Group meeting held on the 11th July 2025 be received. b) The Climate Action Task and Finish Group recommendations from the 11th July 2025 be approved as follows:			Complete	August 2025
--	--	--	--	-----------------	--------------------

Full Council

Items to Action

	- That a meeting of the Ludlow Town Centre Task and Finish Group be organised in Sept and put together a seasonal planting and tub maintenance strategy for 2025/26 This forum will allow us to begin pulling ideas together for the provision and maintenance of planting throughout Ludlow. - That a volunteer group named St Johns Guardians should be set up. Once up and running all updates and information to go via Services Committee. The first volunteer day to take place on a weekday in September, DLF to all be available to assist with removal of rubbish etc, spades forks and trowels to be brought by the person or loaned by the DLF. - That the updates made to the Climate Action Plan as listed above be approved.			Complete – meeting arranged for Sept 2025	August 2025
				Complete – session arranged for Sept 2025	August 2025
FC/173	<u>WORK EXPERIENCE</u> To approve the request from a local college.	To update college and make arrangements	HJ	Complete	Sept 2025

Item 10.

INSURANCE RENEWAL



INSURANCE

Report No. FC/25/20

Full Council

3rd September 2025

1. INTRODUCTION

- 1.1 This report provides information on the insurance requirements of the council, an update on the work of the Insurance Renewal Task & Finish Group, and recommendations for insurance renewals.

2. RECOMMENDATION

- 2.1 To approve the £16,101.09 quotation from Hiscox.
- 2.2 To approve the £9,642.78 quotation from Ecclesiastical.
- 2.3 To approve the £3,093.44 for motor insurance from James Hallam.
- 3.3 To consider approving an option for cyber insurance.
- 3.4 To consider approving the expenditure of £5,000 of the re-valuation of council properties.

3. BACKGROUND

- 3.1 The Town Council owns buildings including two Grade I listed buildings, land, and facilities for local services, and holds on civic and community events and one way it mitigates risk is through insurance cover, although more importantly it actively assesses and reduces risk as an ongoing process. As an employer, the council is required to have employers' liability insurance.
- 3.2 On 11th July, the Task and Finish Group meet with the Client Director – Community (Public Sector & Education) at Gallagher. A number of

questions were asked, including (answers in blue):

- What does the insurance cover include
When the scheme was originally set up with Hiscox, we confirmed that Parish Councils in England are responsible for a range of local matters aimed at improving the quality of life for residents within their parish. These responsibilities include representing the community, delivering local services, and enhancing overall well-being. They also play a key role in planning, commenting on planning applications, and managing local assets such as community buildings and open spaces. Hiscox accepted these as the core responsibilities of a Council.

The policy wording reflects this understanding and provides the following definition for the activities of a council:

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.

This definition aligns with the responsibilities outlined above and confirms that the policy is intended to cover those recognised council functions.

- What would be the cost of cyber insurance
(provided below at 4.3)
- Have the council's buildings been valued within the last two years. (no – information on valuations provided below at 4.4)

Two other insurers were approached to quote, one responded that they did not have enough capacity to provide a detailed quote for this renewal , but would be very happy to quote next year and we should contact them in June to ensure adequate time. The other insurer has not responded to the initial request.

- 3.3 The Council has Legal Expenses Insurance with Worknest that provides protection for legal costs arising from:

- employment disputes & compensation awards
- employment restrictive covenants
- legal defence (including interviews under caution)
- compliance & regulation
- loss of earnings.

4. CURRENT SITUATION

- 4.1 The total of the quotations from Hiscox and Ecclesiastical is £25,743.87. The 2025 / 26 budget for liability insurance is £32,000.00.

Hiscox premium (including IPT and all fees): £16,101.09.

Ecclesiastical premium (including IPT and all fees): £9,642.78.

The expenditure in 2024 / 25 was £29,898.00, so the quotations this year save £4,154.51 on last year and are £6,256.13 under budget.

- 4.2 The quotation for motor insurance is £3,093.44, which includes IPT of £331.44. The 2025 / 26 budget for motor insurance is £3,000.00.

The expenditure in 2024 / 25 was £2,852.00.

- 4.3 Cyber Insurance quotations are as follows: £2m cover is £2,920 with £2500 excess, £1m cover £981 with £2500 excess and £500k cover £610 with £2500 excess.
- 4.4 The cost of valuations on all buildings is £5,000. Please see attached proposal for information.
- 4.5 The full insurance documentation for each section of costs is appended to this report.

Town Clerk
August 2025

Implications

Wards Affected (All)

Financial (As stated in the report)

Health & Safety (HASAWA 1974)

Law & Order (Employers' Liability (Compulsory Insurance) Act 1969; The Local Government Act 1972, Section 140)

Environmental Implications (Unstated)

Item 10a

LIABILITY INSURANCE

Private & Confidential

Mrs Gina Wilding
Ludlow Town Council
The Guildhall
Ludlow
Shropshire
SY8 1AZ
United Kingdom

4th August 2025

Dear Mrs Wilding,

Insurance Policy: AJG Community Schemes**Client Name: Ludlow Town Council****Client Reference Number: 20515550****Policy Number: 8188751****Effective Date: 01/09/2025**

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	£19,091.55	£2,290.99	£75.00	£21,457.54
Total		£19,091.55	£2,290.99	£75.00	£21,457.54

Long Term Agreement Option

In order to ensure rate stability, Ludlow Town Council may choose to set up a 3 year binding Long Term Agreement (LTA) with Hiscox Insurance Company Limited, at an LTA premium of £21,457.54. This means Ludlow Town 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.

**Blenheim House
1-2 Bridge Street
Guildford
Surrey
GU1 4RY**

Tel: 01483 462 860

www.ajg.com/uk

- 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** Ludlow Town 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 Ludlow Town 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.

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.

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 - 6630.0 Flood Exclusion - Boathouse & Toilets, The Linney, Ludlow, Shropshire, SY8 1EG,
We will not make any payment for damage directly or indirectly caused by flood. - 6630.00
- Premises - Endorsement - Addition of cover: under insurance restriction (Buildings) - 6469.0
- Premises - Endorsement - Removal of cover: cyber claims and losses - 6728.0
- Premises - Endorsement - Flat roof condition - 308.0.2
- Contents - Endorsement - Minimum security condition - 240.3
- Contents - Endorsement - Addition of cover (Travel expenses) - 6226.0
- Contents - Endorsement - Floating amount insured (Contents) - 6349.1
- Contents - Endorsement - Amendment of cover (Fidelity guarantee) - 6222.0
- 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 - Additional definitions: cyber - 6727.0
- AJG Community Schemes - Endorsement - Commercial assistance & legal advice helpline - 603.1

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 Ludlow Town Council you must;

1. Check the attached documents and inform us if anything needs changing
2. Check the cover still meets the needs of Ludlow Town Council
3. Confirm that the policy for Ludlow Town Council should be renewed via communityrenewals@ajg.com or telephone us on 01483 462860 before 1st September 2025
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 September 2025

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,



Insurance | Risk Management | Consulting

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



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	✓	✓
Property Owners	✓	x	x
Cyber Package	✓	x	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.



Insurance | Risk Management | Consulting

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

Contents

Scope and application.....	4
Who are we?	4
What do we do?	4
Which insurers do we use?	5
How are we paid for our services?	5
How do we maintain your privacy?	5
Confidential Information	6
How do we handle your money?	6
Insurer Money (money we hold as agent of an insurer):	6
Client Money (money we hold as your agent):	6
Holding both insurer and Client Money	6
Payment to third parties:	6
Financial Services Compensation Scheme	6
Your obligations	7
Anti-bribery, corruption and financial crime	7
Your premium payment obligations	7
Your policy documents	8
Making a claim	8
Conflicts of interest	8
Complaints	8
Other territories	8
Right of set-off	9
Intellectual property rights	9
Termination	9
Cancellation of your policy	9
Currency conversion	9
Severability	9
Notices	9
Third party rights	9
Unexpected acts or events	9
Transfer of this agreement	9
Governing law and jurisdiction	10
Limitation of Liability	10

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 administer 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).

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.



Renewal SCHEDULE

Quote Reference - 154126679

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

INSURANCE DETAILS

Period of insurance :	Continuous cover from 01/09/2025 until the policy is cancelled
Date issued to insured :	04/08/2025
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 :	Ludlow Town Council
Address :	The Guildhall Ludlow SY8 1AZ
Additional insureds :	There are no Additional Insureds on this policy
Business :	Town 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 :	£19,091.55	Annual Tax :	£2,290.99	Total :	£21,382.54
------------------	------------	--------------	-----------	---------	------------

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
Boathouse & Toilets, The Linney, Ludlow, SY8 1EG	£128,820
Cemetery Chapel, Henley Road, Ludlow, SY8 1RA	£1,281,359
Cemetery House, Henley Road, Ludlow, SY8 1RA	£417,976
Ludlow Boxing Club, Wheeler Road, Ludlow, SY8 1JD	£387,033
Public Toilets Blocks at Castle Street Car Park & Smithfield Car Park, Castle Street, Ludlow, SY8 1AT	£402,067
Workforce Depot, Henley Road, Ludlow, SY8 1RA	£226,525

Item description	Excess	Amount Insured
Total Buildings	£250	£2,843,780
Gates and fences	£250	£5,938
Fixed outside equipment	£250	£66,717
Street furniture	£250	£92,231
War memorials	£250	£0
Playground equipment	£250	£412,401
Sports surfaces	£250	£0
Other surfaces	£250	£0
Rent receivable	£250	£25,000

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



Renewal SCHEDULE

Endorsements	
--------------	--

6630.00	6630.0 Flood Exclusion - Boathouse & Toilets, The Linney, Ludlow, Shropshire, SY8 1EG, We will not make any payment for damage directly or indirectly caused by flood.
6469.0	Addition of cover: under insurance restriction (Buildings)
6728.0	Removal of cover: cyber claims and losses
308.0.2	Flat roof condition

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	£775,293
Civic Regalia	£250	£0
Gardening equipment, plant and machinery	£250	£93,218
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	£1,800,000 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)
308.0.1	Flat roof condition
6222.0	Amendment of cover (Fidelity guarantee)

PROPERTY AWAY FROM THE PREMISES

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

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
--------------------------------	--

Item description	Indemnity period	Amount Insured
Loss of income	12 months	£25,000
Additional increased costs of working	12 months	£100,000

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.
-------------------	--

Renewal SCHEDULE

Unauthorised use of public utilities

£100,000 or the total amount insured for Business interruption, whichever is less

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	£5,000

Endorsements

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

EQUIPMENT BREAKDOWN

Section wording	11609 WD-HSP-UK-PAC-EQB(3)
Insurer	Hiscox Insurance Company Limited
Amount insured	£5,000
Limit applies to	Total amount insured across all property sections combined
Excess	£250
Excess applies to	Each and every loss

Special limits

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

Hazardous substances	£5,000 total amount insured across all Property sections combined
Reconstitution of electronic data	£5,000
Expediting expenses	£5,000
Computers	£5,000
Oil and water storage tanks	£5,000

Endorsements

6732.0	Removal of cover: cyber claims and losses
---------------	---

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

Renewal SCHEDULE

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	
Additional cover	(in addition to the overall limit/amount insured above)	
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)	
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		
6080.0	Firework and bonfire condition endorsement	
6735.0	Removal of cover: cyber claims	
OFFICIALS' AND TRUSTEES' INDEMNITY		
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	

Renewal SCHEDULE

Endorsements

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)

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

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
---------------	---



Renewal SCHEDULE

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	6630.00	6630.0 Flood Exclusion - Boathouse & Toilets, The Linney, Ludlow, Shropshire, SY8 1EG, We will not make any payment for damage directly or indirectly caused by flood.
Clause	6469.0	Addition of cover: under insurance restriction (Buildings) The following is added to How much we will pay, Under insurance: 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.
Clause	6728.0	Removal of cover: cyber claims and losses What is not covered 1. m. 'any virus.' 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 the reconstitution of data or the value to you of any lost or distorted records or data. 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.
Clause	308.0.2	Flat roof condition 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.

Property – contents clauses in full		
Clause	240.3	Minimum security condition 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: 1. The final exit door is secured by: a. a rim automatic deadlock conforming to or superior to BS3621; or b. a mortice deadlock conforming to or superior to BS3621; or 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

Renewal SCHEDULE

- 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 locks.

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

Renewal SCHEDULE

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	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.
Clause	308.0.1	Flat roof condition 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.
Clause	6222.0	Amendment of cover: fidelity guarantee What is not covered, 9 is amended to read as follows: g. loss by fraud or dishonesty of a councillor or any other person working under a contract of service with you, other than where cover is provided under Additional cover, Fidelity guarantee. How much we will pay, Fraud and Dishonesty is deleted. The following is added to What is covered, Additional cover: Fidelity guarantee 23. your financial loss resulting solely and directly from fraud or dishonesty of a councillor or any other person working under a contract of service with you, discovered by you during the period of insurance provided that: a. dual controls exist for the signing of cheques, issuing instructions for disbursements of assets or funds, fund transfer procedures and investment; and b. you were unaware of any previous act of fraud or dishonesty committed in the course of their employment by such councillor or any other person working under a contract of service with you; and c. there was a clear intention to cause you financial loss and to obtain a personal financial gain over and above salary, bonus or commission; and d. your financial loss was wholly sustained within the 12 month period prior to its discovery; and e. the loss is notified to us within ten working days of its discovery by you; and f. satisfactory references covering a period of two years prior to the commencement of employment for all new clerks and any other person under a contract of service

Renewal SCHEDULE

with **you** are 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 full-time education.

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

Fidelity guarantee

The most **we** will pay for all financial losses covered under **What is covered**, Additional cover, Fidelity guarantee, including the reasonable charges **you** must pay to **your** professional accountant for producing information we require in support for a request for settlement under this section, is £1,800,000.

Property away from the premises clauses in full

Clause	65.00	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.
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 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.

Business interruption clauses in full

Clause	6731.0	Removal of cover: cyber claims and losses Where applicable: 1. Special definitions for this section, Cyber attack is deleted. 2. What is covered, Cyber attack and What is covered, Additional cover, Hacker
--------	--------	--

Renewal SCHEDULE

damage, are deleted.

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

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:

- 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.

However:

- 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.

These amendments i. and ii. above only apply where the applicable insuring clause is incorporated into the Property – Business interruption section of **your policy**.

Clause	6820.0	Amended definition: income Special definitions for this section, Income, is amended to read as follows: Income The total income from your activities carried out from your insured location. This does not include precept income.
Clause	6350.1	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.

Employers' liability clauses in full

Clause	6732.0	Removal of cover: cyber claims and losses What is not covered 2. c. 'a virus' is deleted. The following is added to What is not covered: 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 any of the following: a. cyber attack; b. hacker; or c. a failure of electronic equipment to correctly recognise, process or store any data.
--------	--------	---

Employers' liability clauses in full

Clause	3121.0	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: 1. Employer name; and
--------	--------	---

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**:

Renewal SCHEDULE

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.

Renewal SCHEDULE

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	Prior & pending litigation date Prior & pending litigation date 01/09/2024
Clause	3215.0	Amendment of cover: cyber claims (DO) The following are added to Special definitions for this section : 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. Data subject Any natural person who is the subject of personal data . 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 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.

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	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.
--------	-------	--

Crisis containment: endorsements

Clause	6752.0	Amendment of cover: cyber claims and losses The following are added to Special definitions for this section : 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. The following is added to What is not covered :
--------	--------	--

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	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: 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. Program(s) A set of instructions in a computer language which tells a computer how to process data or interact with ancillary equipment, systems or devices.
Clause	603.1	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. 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: • 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



Town council insurance portfolio

Statement of fact

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
Town council	15,000

Your council/organisation: Ludlow Town 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? - 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?	Yes
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: - 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 river, lake, pond, or any other body of water skate parks zip wires

Your property

Are any of your premises occupied as any of the following - 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?	Yes
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?	Yes
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

Does your council/organisation undertake or organise any activity or fund raising event involving - 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	No
Does your council/organisation undertake or organise any kind of race involving - 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	No
Does your council/organisation undertake or supervise any work in any of the following locations: - 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 trackside or airside	No
Does your council/organisation any activities that require a DBS check?	No
Is any work undertaken by yourself, your councillors, trustees, employees or volunteers outside of the United Kingdom for more than 90 consecutive days?	No
Does your council/organisation have any assets or derive any income from outside the United Kingdom?	No
You back up all electronic files on your system at least weekly and store these off site.	Yes

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



Town 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	

Important information: changes to your policy

Introduction

We are updating our policy wordings to explicitly state where cover is provided for cyber claims and losses and for personal data and to ensure that our policies are clear where such claims and losses are excluded. Previously, the existing language in some policies had the effect of either covering or excluding cyber claims, without making explicit reference to cyber specific language. This situation is commonly referred to as 'silent cyber'.

To make our policies clearer, we have added some specific cyber definitions together with other changes, which could include additional language under what is covered, what is not covered or how much we will pay, depending upon the changes we are making. You will find the full details of the amendments to the cover for your policy in the endorsements shown in your policy schedule.

In this Important information document, we have set out an overview of the key changes we have made to all of our policies to help you understand how these changes may affect your insurance policy. In some cases, not all of the changes highlighted in this document will be relevant to your particular wording, so please do check your endorsements carefully, to see what changes have been made to your policy.

You should also check your policy schedule carefully for details of any other endorsements that may apply which are additional to those cyber changes highlighted in this document.

If you have a query not covered by this document, or if you have any questions or concerns about your policy, you should contact us or, if you have one, your broker.

Frequently asked questions

What changes have been made to my policy?

In many cases, whilst we have applied clauses to amend our policy wordings to make the cover for cyber claims and losses clearer, there is no change to the cover actually provided. In other cases, we have made changes to the cover provided under the policy. This is usually to ensure that cyber claims and losses are covered under the most appropriate policy offering.

What do I do if my policy no longer covers cyber claims or losses?

Where we have removed cover for cyber claims or losses from our policy, equivalent (or more extensive) cover may be available from a more suitable policy. This may be our CyberClear policy, which has been specifically designed to provide extensive cover for cyber claims and losses. To find out more about such cover, please speak to us or, if you have one, to your broker.

Summary of the changes made to your cover (please check the policy schedule for the covers applicable to your policy)

Cover	Description of changes (please see the clause shown in the policy schedule for full details)	
Directors and officers' insurance,	Cyber incidents	Where you may have had cover for cyber incidents previously your new policy covers claims arising from your response to such an issue.
Trustees legal liability insurance	Loss of data resulting from a cyber incident	Additionally, we will pay claims against insured persons based on the loss or misuse of data due to a cyber incident, including claims brought by data subjects. This is subject to a limit of £250,000. However, we do not cover defence costs for such claims.
	Cyber exclusion	A new cyber exclusion has been applied: We will not cover any claim, loss or investigation arising out of a cyber attack, hacker, unintentional error in any computer or digital technology, social engineering communication, or any claim by a data subject relating to personal data arising from such item or event. This does not apply to claims covered under the specific cover for loss of data from a cyber incident or where the claim is brought by a shareholder

		or creditor directly due to the insured person's management of or response to the incident.
Corporate legal liability insurance	Personal data claims	We will not make any payment for claims by data subjects relating to personal data, where such claim arises from a cyber incident.
	Cyber exclusion	A new cyber exclusion has been applied: We will not cover any claim, loss or investigation arising out of a cyber attack, hacker, unintentional error in any computer or digital technology, social engineering communication, or any claim by a data subject relating to personal data arising from such item or event. This does not apply to claims brought by a shareholder or creditor directly due to the insured person's management of or response to the incident.
Employment practices liability insurance	Cyber exclusion	A new cyber exclusion has been applied: We will not cover any claim, loss or investigation arising out of a cyber attack, hacker, unintentional error in any computer or digital technology or social engineering communication.
Professional and legal liability insurance	Personal data claims	A new personal data claims exclusion has been applied: We will not cover any claim brought by a data subject arising from the processing, acquisition, destruction, loss, alteration, disclosure, use of or access to personal data and which arises: • from your breach of duty to that data subject; and • in the performance of your business activities.
	Cyber exclusion	A new cyber exclusion has been applied: We will not cover any claim, loss or investigation arising out of a cyber attack, hacker, unintentional error in any computer or digital technology, social engineering communication, or any claim by a data subject relating to personal data arising from such item or event. This does not apply to claims brought by a shareholder or creditor directly due to the insured person's management of or response to the incident.
Employers' liability	Cyber claims	We have clarified the cover already included: We will pay claims, that are otherwise covered, arising from a cyber attack, hack or other computer or cyber-related incident. Previously the policy was silent on this cover.
Public and products liability	Cyber incidents	A new cyber exclusion has been applied: We will not pay claims arising from cyber attack, hacker, social engineering communication or computer or digital technology error.
Medical malpractice	Dishonesty of your employees	We have removed cover for your own losses arising from dishonesty.
	Cyber incident	A new cyber exclusion has been applied: We will not pay claims arising from cyber attack, hacker or social engineering communication including any fear or threat of such an incident or any action taken to control, prevent, suppress or respond to such an incident.
	Computer or digital technology error	A new cyber exclusion has been applied: We will not pay claims arising from any computer or digital technology error.
	Infrastructure provider	We will not pay claims arising from the failure of a service provided by an internet, telecommunications, utilities or other infrastructure provider.
	Personal data claims	A new exclusion has been applied: We will not pay claims relating to personal data. We will pay such claims where they arise from your performance of a business activity

		and which is not otherwise excluded. The most we will pay is as set out in the relevant endorsement on your schedule.
Property – buildings	Cyber exclusions	A new cyber exclusion has been applied: We will not pay claims arising from damage to computer or digital technology caused by cyber attack or hacker, including any loss of function of other computer or digital technology connected to the item effected. We will pay claims for otherwise covered damage resulting from a cyber attack or hacker. We will not pay claims caused by computer or digital technology error. We will not pay claims for the reconstitution of data or the value to you of any lost or distorted records or data. We will not pay claims arising from your parting with title, possession or rights to property prior to receiving payment.
Property – business interruption	What is covered: Cyber attack and hacker damage	We have removed any cover for cyber attack and hacker damage if it was previously included in your business interruption policy. Please refer to the policy wording for last year for full details of whether you had this cover previously.
	Cyber exclusions	A new cyber exclusion has been applied: We will not pay claims arising from cyber attack, hacker or error to any computer or digital technology including any fear of threat of such an incident. We will not pay any costs to control, prevent, suppress or respond to such an incident. This exclusion does not apply to the cover for financial losses arising from insured damage.
Property – contents	Lock replacement	Cover has been amended to exclude claims arising from the unauthorised modification of any digital or electronic locks.
Property – contents, portable equipment, technical equipment	Cyber exclusions	A new cyber exclusion has been applied: We will not pay claims arising from damage to computer or digital technology caused by cyber attack or hacker, including any loss of function of other computer or digital technology connected to the item effected. We will pay claims for otherwise covered damage resulting from a cyber attack or hacker. We will not pay claims caused by computer or digital technology error. We will not pay claims for the reconstitution of data or the value to you of any lost or distorted records or data. We will not pay claims arising from your parting with title, possession or rights to property prior to receiving payment.
Property – contract works	Cyber exclusion	A new cyber exclusion has been applied: We will not pay claims arising from damage to computer or digital technology caused by cyber attack or hacker, including any loss of function of other computer or digital technology connected to the item effected. We will pay claims for otherwise covered damage resulting from a cyber attack or hacker. We will not pay claims caused by computer or digital technology error. We will not pay claims for the reconstitution of data or the value to you of any lost or distorted records or data. We will not pay claims arising from your parting with title, possession or rights to property prior to receiving payment.
Property – equipment breakdown	Cyber exclusion	A new cyber exclusion has been applied: We will not pay claims arising from cyber attack, hacker or failure of electronic equipment to correctly recognise, process or store any data.
Personal accident	Cyber incidents	A new cyber exclusion has been applied:

		We will not pay any claims for any accidental bodily injury or illness arising from cyber attack, hacker, computer or digital technology error including action taken to control, prevent, suppress or respond to such an incident. We will not pay claims arising from the fear or threat of a cyber attack or hacker.
	Mental anguish and distress	A new exclusion has been applied: We will not make any payment for any injury or illness resulting from mental anguish or distress.
Travel	Cyber incidents	A new cyber exclusion has been applied: We will not pay claims arising from cyber attack, hacker, computer or digital technology error or social engineering communication, including any fear or threat of such an incident.
Professional indemnity – designers, estate agents, coaching training and education, green consultants, health and safety consultants, managing consultants, recruitment consultants, professional indemnity	Transmission of a virus	We have removed cover for negligent transmission of a computer virus or denial of service attack.
	Losses from dishonesty	We have removed cover for your own losses arising from dishonesty of your employees, sub-contractors or outsourcers.
	Loss of documents	We have amended the cover for your own losses arising from the loss of documents to any tangible document which is necessary for the performance of your business. Previously cover included the loss of your own data.
	Cyber incident	We have removed the previous exclusion for hacker and applied a wider cyber exclusion. We will not pay claims arising from cyber attack, hacker or social engineering communication including any fear or threat of such an incident or any action taken to control, prevent, suppress or respond to such an incident.
	Computer or digital technology error	A new cyber exclusion has been applied: We will not pay claims arising from any computer or digital technology error.
	Infrastructure provider	We will not pay claims arising from the failure of a service provided by an internet, telecommunications, utilities or other infrastructure provider.
	Personal data claims	A new exclusion has been applied: We will not pay claims arising from the processing, acquisition, storage, loss, alteration, disclosure, use of or access to personal data other than arising from a business activity and which is not excluded elsewhere in the policy. The most we will pay is as set out in the relevant endorsement on your schedule.
	Control of defence	We have the right but no obligation to take control of and conduct of the claim. Previously we had a duty to defend you as long as there were reasonable prospects of successfully defending. Please see the clause in the schedule for full details.
Professional indemnity – accountants, architects, design and construct, consulting engineers, insurance brokers and intermediaries	Transmission of a virus	We have removed cover for negligent transmission of a computer virus or denial of service attack.
	Losses from dishonesty	We have removed cover for your own losses arising from dishonesty of your employees, sub-contractors or outsourcers.
	Loss of documents	We have amended the cover for your own losses arising from the loss of documents to any tangible document which is necessary for the performance of your business. Previously cover included the loss of your own data.
	Cyber incident	We have removed the previous exclusion for hacker and applied a wider cyber exclusion. We will not pay claims arising from cyber attack, hacker or social engineering communication including any fear or threat of such an incident or any action taken to control, prevent, suppress or respond to such an incident.

Computer or digital technology error	A new cyber exclusion has been applied: We will not pay claims arising from any computer or digital technology error.
Infrastructure provider	We will not pay claims arising from the failure of a service provided by an internet, telecommunications, utilities or other infrastructure provider.
Personal data claims	A new exclusion has been applied: We will not pay claims arising from the processing, acquisition, storage, loss, alteration, disclosure, use of or access to personal data other than arising from a business activity and which is not excluded elsewhere in the policy. The most we will pay is as set out in the relevant endorsement on your schedule.

Professional indemnity – chartered accountants, chartered surveyors

These policies are subject to minimum terms and conditions as set out in the approved minimum wordings of your chartered body. If the changes we have made to your policy mean that you would get less favourable cover under your policy than you would under the approved minimum wording, we will cover you on the same terms as the minimum wording. This would apply if, for example, an exclusion we have added to your policy is wider than an equivalent exclusion in the approved minimum wording. If that happens, we will apply the more favourable exclusion in the minimum wording.

Transmission of a virus	We have removed cover for negligent transmission of a computer virus or denial of service attack.
Losses from dishonesty	We have removed cover for your own losses arising from dishonesty of your employees, sub-contractors or outsourcers.
Loss of documents	We have amended the cover for your own losses arising from the loss of documents to any tangible document which is necessary for the performance of your business. Previously cover included the loss of your own data.
Cyber incident	We have removed the previous exclusion for hacker and applied a wider cyber exclusion. We will not pay claims arising from cyber attack, hacker or social engineering communication including any fear or threat of such an incident or any action taken to control, prevent, suppress or respond to such an incident.
Computer or digital technology error	A new cyber exclusion has been applied: We will not pay claims arising from any computer or digital technology error.
Infrastructure provider	We will not pay claims arising from the failure of a service provided by an internet, telecommunications, utilities or other infrastructure provider.
Personal data claims	A new exclusion has been applied: We will not pay claims arising from the processing, acquisition, storage, loss, alteration, disclosure, use of or access to personal data other than arising from a business activity and which is not excluded elsewhere in the policy.

Professional indemnity – technology companies, information technology

Transmission of a virus	We have removed any cover previously provided for negligent transmission of a computer virus or denial of service attack.
Losses from dishonesty	We have removed cover for your own losses arising from dishonesty.
Loss of documents	We have amended the cover for your own losses arising from the loss of documents to any tangible document which is necessary for the performance of your business. Previously cover included the loss of your own data.
Cyber incident	Any previous cyber exclusions have been removed and the following cyber exclusion has been applied: We will not pay claims arising from cyber attack, hacker or social engineering communication including any fear or threat of such an

		incident or any action taken to control, prevent, suppress or respond to such an incident. This exclusion for cyber attacks or hacker will not apply to claims arising directly out of your provision of hosting, maintenance, security or web design that fall within your performance of business activities for that client.
	Computer or digital technology error	A new cyber exclusion has been applied: We will not pay claims arising from any computer or digital technology error. This will not apply to claims arising directly from any computer or digital technology error affecting any computer or digital technology accessed by your client.
	Infrastructure provider	We will not pay claims arising from the failure of a service provided by an internet, telecommunications, utilities or other infrastructure provider. This will not apply to the extent you provide those services as part of your business activities.
	Personal data claims	A new exclusion has been applied: We will not pay claims arising from the processing, acquisition, storage, loss, alteration, disclosure, use of or access to personal data. We will pay such claims arising from the performance of a business activity for the client which is not excluded elsewhere in the policy. The most we will pay is as set out in the relevant endorsement on your schedule.
	Control of defence	We have the right but no obligation to take control of and conduct of the claim. Previously we had a duty to defend you as long as there were reasonable prospects of successfully defending. Please see the clause in the schedule for full details.
Professional indemnity – for marketing, advertising and communications companies	Transmission of a virus	We have removed cover for transmission of a computer virus or denial of service attack.
	Losses from dishonesty	We have removed cover for your own losses arising from dishonesty of your employees or self-employed freelancers.
	Loss of documents	We have amended the cover for your own losses arising from the loss of documents to any tangible document which is necessary for the performance of your business. Previously cover included the loss of your own data.
	Bodily injury	We have amended the exclusion for bodily injury: We will not pay claims arising from any death of or any bodily or mental injury or disease suffered or alleged to be suffered by anyone. We will pay such claims where they arise from damages for mental anguish or distress where such damages arise from a covered claim for defamation, breach of privacy, negligent publication or negligent broadcast in media content.
	Tangible property	We have amended the cover for your own losses arising from damage to property: We will not pay claims arising from damage to tangible property other than where necessary for the performance of your business activity and lost damaged or destroyed in your possession.
	Infrastructure providers	We will not pay claims arising from the failure of the service provided by internet, telecommunications, utilities or other infrastructure providers.
	Cyber incident	A new cyber exclusion has been applied: We will not pay claims arising from cyber attack or hacker including any fear or threat of such an incident or any action taken to control, prevent, suppress or respond to such an incident.
	Social engineering communication	A new cyber exclusion has been applied: We will not pay claims arising from any social engineering communication.

Professional indemnity – digital marketing companies	Computer or digital technology error	A new cyber exclusion has been applied: We will not pay claims arising from any computer or digital technology error. We will pay such claims where they arise from your act, error or omission in the performance of a business activity for a client and which is not otherwise excluded.
	Personal data claims	A new exclusion has been applied: We will not pay claims arising from the processing, acquisition, storage, damage, loss, alteration, disclosure, use of or access to personal data. We will pay such claims where they arise from your performance of a business activity for a client and which is not otherwise excluded. The most we will pay is as set out in the relevant endorsement on your schedule. We will also pay such claims where they arise from a breach of duty of confidentiality or invasion of privacy arising out of media content.
	Control of defence	We have the right but no obligation to take control of and conduct of the claim. Previously we had a duty to defend you as long as there were reasonable prospects of successfully defending. Please see the clause in the schedule for full details.
	Transmission of a virus	We have removed cover for transmission of a computer virus or denial of service attack.
	Losses from dishonesty	We have removed cover for your own losses arising from dishonesty of your employees or self-employed freelancers.
	Loss of documents	We have amended the cover for your own losses arising from the loss of documents to any tangible document which is necessary for the performance of your business. Previously cover included the loss of your own data.
	Bodily injury	We have amended the exclusion for bodily injury: We will not pay claims arising from any death of or any bodily or mental injury or disease suffered or alleged to be suffered by anyone. We will pay such claims where they arise from damages for mental anguish or distress where such damages arise from a covered claim for defamation, breach of privacy, negligent publication or negligent broadcast in media content.
	Tangible property	We have amended the cover for your own losses arising from damage to property: We will not pay claims arising from damage to tangible property other than where necessary for the performance of your business activity and lost damaged or destroyed in your possession.
	Infrastructure providers	We will not pay claims arising from the failure of the service provided by internet, telecommunications, utilities or other infrastructure providers.
	Cyber incident	A new cyber exclusion has been applied: We will not pay claims arising from cyber attack or hacker including any fear or threat of such an incident or any action taken to control, prevent, suppress or respond to such an incident. We will not pay claims arising from any social engineering communication or computer or digital technology error.
	Personal data claims	A new exclusion has been applied: We will not pay claims arising from the processing, acquisition, storage, damage, loss, alteration, disclosure, use of or access to personal data. We will pay such claims where they arise from your performance of a business activity for a client and which is not otherwise excluded. The most we will pay is as set out in the relevant endorsement on your schedule. We will also pay such claims where they arise from a breach of duty of confidentiality or invasion of privacy arising out of media content.

	Control of defence	We have the right but no obligation to take control of and conduct of the claim. Previously we had a duty to defend you as long as there were reasonable prospects of successfully defending. Please see the clause in the schedule for full details.
Professional indemnity – commercial film producers, commercial film production companies	Losses from dishonesty	We have removed cover for your own losses arising from dishonesty of your employees or self-employed freelancers.
	Bodily injury	We have amended the exclusion for bodily injury: We will not pay claims arising from any death of or any bodily or mental injury or disease suffered or alleged to be suffered by anyone. We will pay such claims where they arise from damages for mental anguish or distress where such damages arise from a covered claim for defamation, breach of privacy, negligent publication or negligent broadcast in media content.
	Infrastructure providers	We will not pay claims arising from the failure of the service provided by internet, telecommunications, utilities or other infrastructure providers
	Cyber incident	A new cyber exclusion has been applied: We will not pay claims arising from cyber attack or hacker including any fear or threat of such an incident or any action taken to control, prevent, suppress or respond to such an incident.
	Social engineering communication or computer or digital technology error	A new cyber exclusion has been applied: We will not pay claims arising from any social engineering communication or computer or digital technology error.
	Personal data claims	A new exclusion has been applied: We will not pay claims arising from the processing, acquisition, storage, damage, loss, alteration, disclosure, use of or access to personal data. We will pay such claims where they arise from your performance of a business activity for a client and which is not otherwise excluded. The most we will pay is as set out in the relevant endorsement on your schedule. We will also pay such claims where they arise from a breach of duty of confidentiality or invasion of privacy arising out of media content.
	Control of defence	We have the right but no obligation to take control of and conduct of the claim. Previously we had a duty to defend you as long as there were reasonable prospects of successfully defending. Please see the clause in the schedule for full details.
Professional indemnity – multimedia (broadcasters and publishers)	Transmission of a virus	We have removed cover for transmission of a computer virus or denial of service attack.
	Losses from dishonesty	We have removed cover for your own losses arising from dishonesty of your employees or self-employed freelancers.
	Loss of documents	We have amended the cover for your own losses arising from the loss of documents: We will pay the costs to replace or restore any tangible document which is necessary for the performance of your business activity. We will not pay claims arising from damage to electronic data.
	Bodily injury	We have amended the exclusion for bodily injury: We will not pay claims arising from any death of or any bodily or mental injury or disease suffered or alleged to be suffered by anyone. We will pay such claims where they arise from damages for mental anguish or distress where such damages arise from a covered claim for defamation, breach of privacy, negligent publication or negligent broadcast in media content.
	Tangible property	We have amended the cover for your own losses arising from damage to property:

		We will not pay claims arising from damage to tangible property other than where necessary for the performance of your business activity and lost damaged or destroyed in your possession.
	Infrastructure providers	We will not pay claims arising from the failure of the service provided by internet, telecommunications, utilities or other infrastructure providers.
	Cyber incident	A new cyber exclusion has been applied: We will not pay claims arising from cyber attack or hacker including any fear or threat of such an incident or any action taken to control, prevent, suppress or respond to such an incident.
	Social engineering communication or computer or digital technology error	A new cyber exclusion has been applied: We will not pay claims arising from any social engineering communication or computer or digital technology error.
	Personal data claims	A new exclusion has been applied: We will not pay claims arising from the processing, acquisition, storage, damage, loss, alteration, disclosure, use of or access to personal data. We will pay such claims where they arise from a breach of duty of confidentiality or invasion of privacy arising out of media content.
	Control of defence	We have the right but no obligation to take control of and conduct of the claim. Previously we had a duty to defend you as long as there were reasonable prospects of successfully defending. Please see the clause in the schedule for full details.
Professional indemnity – for photographers	Transmission of a virus	We have removed cover for transmission of a computer virus or denial of service attack.
	Bodily injury	We have amended the exclusion for bodily injury: We will not pay claims arising from any death of or any bodily or mental injury or disease suffered or alleged to be suffered by anyone. We will pay such claims where they arise from damages for mental anguish or distress where such damages arise from a covered claim for defamation, breach of privacy, negligent publication or negligent broadcast in media content.
	Tangible property	We have amended the cover for your own losses arising from damage to property: We will not pay claims arising from damage to tangible property other than where necessary for the performance of your business activity and lost damaged or destroyed in your possession.
	Infrastructure providers	We will not pay claims arising from the failure of the service provided by internet, telecommunications, utilities or other infrastructure providers.
	Personal data claims	A new exclusion has been applied: We will not pay claims arising from the processing, acquisition, storage, damage, loss, alteration, disclosure, use of or access to personal data. We will pay such claims where they arise from your performance of a business activity for a client and which is not otherwise excluded. The most we will pay is as set out in the relevant endorsement on your schedule. We will also pay such claims where they arise from a breach of duty of confidentiality or invasion of privacy arising out of media content.
	Cyber incident	A new cyber exclusion has been applied: We will not pay claims arising from cyber attack or hacker including any fear or threat of such an incident or any action taken to control, prevent, suppress or respond to such an incident.
	Social engineering communication or computer or digital technology error	A new cyber exclusion has been applied: We will not pay claims arising from any social engineering communication or computer or digital technology error.



Control of defence	We have the right but no obligation to take control of and conduct of the claim. Previously we had a duty to defend you as long as there were reasonable prospects of successfully defending. Please see the clause in the schedule for full details.
--------------------	---



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 681198 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	a. The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; or b. exposure to asbestos, asbestos fibres or materials containing asbestos; or c. 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	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: a. is committed for political, religious, ideological or similar purposes; and b. is intended to influence any government or to put the public, or any section of the public, in fear; and c. i. involves violence against one or more persons; or ii. involves damage to property; or iii. endangers life other than that of the person committing the action; or iv. creates a risk to health or safety of the public or a section of the public; or v. 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

	have been effective; 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 date when your circumstances changed. This may result in us making no payment for a particular claim or loss.
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	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	The buildings shown in the schedule which belong to you or for which you are legally responsible, including: 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. The land at the premises is not included within this definition.
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	Equipment, which belongs to you or for which you are legally responsible: 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. Computers are not included in this definition.
Explosion or collapse	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. Pressure of chemical action or ignited flue gases or ignition of the contents is not included within this definition.
Failure	Damage caused by: 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

	devices, appliances or wires; or explosion or collapse of equipment owned or leased by you or under your control and operating under steam or other fluid pressure; or - any condition or event, not otherwise excluded by this section, occurring inside equipment operating under steam or other fluid pressure; or - any condition or event, not otherwise excluded by this section, occurring inside hot water boilers or other water heating equipment; or - 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: 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: 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

	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.
Additional cover	The following are also provided up to the amount shown in the schedule:
Trace and access	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	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	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: - the buildings are not insured elsewhere; and 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 you pay the additional premium required; and - 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: - fire, lightning, earthquake or explosion; storm or flood; - escape of oil or water from any storage tank, equipment or piping; - impact by aircraft or falling aerial device; - riot or civil commotion; - 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:

- damage** caused by:
 - 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.

Rebuilding and repair

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.

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.

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:

- 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.

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**.

Other costs

We will pay the following necessary and reasonable costs and expenses **you** incur in rebuilding or repairing following **damage** insured by this section:

- 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.

We will not pay for the cost of preparing a claim.

Special rebuilding conditions

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.

Under insurance

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.

We will only apply this calculation if:

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:
 - 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**.

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.

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	The contents of your insured location used in connection with your activities which belong to you or for which you are legally responsible, including: computers; stock; fine art; - tenant's improvements, decorations, fixtures and fittings and other general contents including, if attached to the building, external signs, aerials, satellite dishes; - pipes, ducting, cables, wires and associated control equipment within the insured location and extending to the public mains; - sports equipment, gardening equipment, plant and machinery; - technical equipment including PA, projection, sound, lighting, editing and other equipment kept within the insured location. Money and personal effects are not included within this definition.
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

Additional cover

Costs following glass breakage

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.

The following are also provided up to the amount shown in the schedule:

Additions to contents

- 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:
 - temporary boarding-up;
 - repair of window frames or removal or replacement of fixtures and fittings in the course of replacing the glass;
 - replacement lettering or other ornamental work and alarm foil on glass.
- 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.

Money	3. Damage occurring during the period of insurance to money held in connection with your activities: 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	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: 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	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.
Reconstitution of electronic data	6. The reasonable cost of reconstitution of data a direct result of damage covered under this section.
Reconstitution of other business documents	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.
Lock replacement	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.
Building damage by theft	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.
Personal assault following robbery or attempted robbery	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.
Metered water and fuel	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.
Outdoor items	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.
Marquees	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.

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: 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: 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:
- 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
 - the loss is notified to **us** within ten working days of its discovery by **you**; and
 - dual controls exist for the signing of cheques, issuing instructions for disbursements of assets or funds, fund transfer procedures and investment; and
 - 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:

- a previous employer; or
- an accountant and one other customer in respect of any periods of self-employment; or
- 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:

- damage** caused by:
 - 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;
 - 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;
 - coastal or river erosion;
 - a rise in the water table;
 - theft from an unattended vehicle unless the item is out of sight in a locked boot;
 - 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;
 - data recognition**; or
 - a **virus** or **hacker**.
- damage** to property being cleaned, worked on or maintained, other than **fine art**.
- damage** to any **computers, equipment** or oil or water storage tanks or electrical or mechanical plant or equipment directly resulting from its own **failure**.
- loss or distortion of information resulting from error or malfunction of **computers**.
- the value to **you** of any lost or distorted information.
- misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
- unexplained loss or disappearance or inventory shortage.
- loss due to clerical or accounting errors.
- financial loss due to **your** parting with title or possession of property or rights to property prior to receiving payment in full.
- any indirect losses which result from the incident which caused **you** to claim.

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

Repair and replacement

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

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	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 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	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. 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.
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.
Buildings not in use	For 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



Property – Contents

Policy wording

which it occurred.

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.

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: - the damage is not otherwise excluded by the buildings, contents or other property section of this policy; and - 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: - the failure is not otherwise excluded by the Equipment breakdown section of this policy; and - 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. 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: 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: 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: 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

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**.

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 amount 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: 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. 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.
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: 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: 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: 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: 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: 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: 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	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: 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	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. 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.
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	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: 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: 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: 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.
--------------------	--

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

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	16. a. any activity involving the use of or provision of any: 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; b. any activity taking place: 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; c. aerial activity of any kind including bungee jumping; d. winter sports including but not limited to skiing, ice skating and the use of bobsleighs or skeletons; e. any kind of race: 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; 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; g. horse riding or any other equestrian activities; h. gymnastics or trampolining; i. extreme activity including but not limited to mountaineering, rock-climbing or potholing; j. any activity that requires the use of guides or ropes (other than tug-of-war); k. any contact sport or professional sports of any kind; l. any nursing or the provision of care for any person with a known history of mental illness or criminal activity; m. any building construction or demolition or any ground work, unless declared to us and agreed by us. B. We will not make any payment for:
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	3. 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.

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. - 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 - any claim whilst the motor vehicle is being used by a councillor, committee member, trustee or employee for social domestic or pleasure purposes; or - any motor vehicle excess amount which has been compulsorily imposed by an insurer beyond the normal excess level; or - any temporary payment of a motor vehicle excess; or - 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	- 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. - 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. - At our request the councillor, committee member, trustee or employee must provide evidence from their motor vehicle insurer stating: - the amount of no claims discount reduced or lost; and - the scale of no claims discount; and - the date of the accident and location; and - 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	1. We will not make any payment under this section unless: 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. 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 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. 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. c. you notify us as soon as practicable of: i. your discovery that products are defective; ii. any threatened criminal action by any governmental, administrative or regulatory body. 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.
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	- 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. - Any de facto director whilst acting in such capacity for you. - Any shadow director as defined under Section 250 of the Companies Act 2006 or equivalent legislation in any other jurisdiction. - Any employee of you. - 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. - 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. Insured person does not include any person acting in their capacity as a liquidator, external or statutory auditor, receiver, administrator or administrative receiver.
Investigation	An official examination, official enquiry or official investigation into your activities conducted by any regulator, government department or other body legally empowered. 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.
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	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. 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.
Outside entity	Any organisation other than you: - that is tax exempt and not for profit; or - 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	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: 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. provided that such entity does not trade any of its securities on any United States of America exchange. 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.
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	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: 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.

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	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. 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	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 .

What is not covered

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

Deliberate or dishonest acts	- based upon, attributable to or arising out of: - a dishonest or fraudulent act or omission or any intentional breach of any statute or regulation committed by any insured person; - an act intended to secure or which does secure a personal profit or advantage to which any insured person was not legally entitled; - 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. 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.
Prior claims, investigations and circumstances	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	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	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	- 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. - 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	based upon, attributable to or arising out of any claim brought or maintained by you or an insured person.
Breach of professional duty	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	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	based upon, attributable to or arising out of any employment claim.
Pollution claims	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: - in a court of law outside of the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man; or - 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	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. 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. 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.
Information provided by an insured person	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.

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:

- the **date of occurrence** of the **insured incident** happens during the **period of insurance** and within the **territorial limit**; and
- any legal proceedings will be dealt with by a court, or other body which **DAS** agree to, in the **territorial limit**; and
- 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	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. The amount DAS will pay is based on the following: - 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; - 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; - 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	- 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. - 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. - For full enquiries or aspect enquiries, the date of occurrence is when HM Revenue & Customs first notifies in writing the intention to make enquiries. - 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. - 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.

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.

What is not covered

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

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	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. 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. For temporary disablement benefits, we will pay: - when the total amount on termination of any one period of disablement has been agreed; or - at your request on completion of at least four weeks' disablement subject to satisfactory medical and other evidence that we may require. We will not pay temporary disablement benefits for more than a total of 104 weeks in connection with one injury.
Payment of medical expenses	We will pay up to the amount shown in the schedule.
Temporary benefits	The most we will pay for temporary total disablement or temporary partial disablement is 75% of the insured person's gross weekly wage.
Maximum accumulation	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.

Your obligations

If a problem arises	We will not make any payment under this section unless: 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. 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.
---------------------	--

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**.

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**.

Local councils and not-for-profit insurance portfolio

Summary of change

Changes to the policy

The following table shows the differences between our new policy wording **AJG Local Councils wording AJG Local Councils – Combined wording Feb 22** and our previous wording **AJG Local Councils – Combined wording Aug 2021**.

This is a summary of the changes only. You should refer to the schedule and policy wording for the full description of the cover in place.

Changes to 'what is covered'

Area of cover	Previous policy	New policy	Improvement in cover
Officials and trustees' indemnity. Entity reimbursement. 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.	Not covered	Covered	✓

Item 10b

LISTED BUILDINGS & REGALIA

Private & Confidential

Mrs G Wilding
Ludlow Town Council
The Guildhall
Ludlow
Shropshire
SY8 1AZ
United Kingdom

22nd August 2025

Dear Mrs Wilding,

Insurance Policy: Property Owners
Client Name: Ludlow Town Council
Client Reference Number: 20515550
Policy Number: 02/IHG/0442284
Effective Date: 01/09/2025

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	Total Due
Property Owners	Ecclesiastical Insurance Office Plc	£8,609.63	£1,033.16	£9,642.79
Total		£8,609.63	£1,033.16	£9,642.79

Property Owners

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 Ecclesiastical Insurance Office Plc based upon your requirements to purchase a Property 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 Property Insurance policy for Ludlow Town 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.

Market Selection

We have obtained terms from one insurer only.

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.

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 Ludlow Town Council you must;

1. Check the attached documents and inform us if anything needs changing
2. Check the cover still meets the needs of Ludlow Town Council
3. Confirm that the policy for Ludlow Town Council should be renewed via communityrenewals@ajg.com or telephone us on 01483 462860 before 1st September 2025
4. Pay for your policy by the renewal date 1st September 2025

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

Gallagher
Insurance | Risk Management | Consulting

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
Property Owners	x	✓	x
AJG Community Schemes	x	✓	✓
Cyber Package	✓	x	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.



Insurance | Risk Management | Consulting

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

Contents

Scope and application	4
Who are we?	4
What do we do?	4
Which insurers do we use?	5
How are we paid for our services?	5
How do we maintain your privacy?	5
Confidential Information	6
How do we handle your money?	6
Insurer Money (money we hold as agent of an insurer):	6
Client Money (money we hold as your agent):	6
Holding both insurer and Client Money	6
Payment to third parties:	6
Financial Services Compensation Scheme	6
Your obligations	7
Anti-bribery, corruption and financial crime	7
Your premium payment obligations	7
Your policy documents	8
Making a claim	8
Conflicts of interest	8
Complaints	8
Other territories	8
Right of set-off	9
Intellectual property rights	9
Termination	9
Cancellation of your policy	9
Currency conversion	9
Severability	9
Notices	9
Third party rights	9
Unexpected acts or events	9
Transfer of this agreement	9
Governing law and jurisdiction	10
Limitation of Liability	10

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 administer 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 Blythwood 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).

Heritage Business and Leisure Insurance renewal pack

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 European Economic Area. 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.



Policy number
02/IHG/0442284

Date of issue
22 August 2025

Insured
Ludlow Town Council

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 or on **0345 6073274** or email compliance@ecclesiastical.com.

Heritage Business and Leisure Insurance
renewal pack

Policy schedule



This schedule gives details of your premium and lists the sections of the policy document that you have chosen for your policy.

Please read this schedule alongside your Heritage Business and Leisure Insurance policy document. You should tell your broker if you want to make any changes. They will be able to tell you whether the changes affect your renewal.

If you need a copy of the policy documents, please contact your broker or visit www.ecclesiastical.com/ME871

Premium details

Premium: **£9,642.79**

This is made up of a premium of £8,609.63 plus Insurance Premium Tax of £1,033.16.

Premises and policy sections included

For full details of the cover provided, please see the sections on the following pages of this schedule.

Insured premises	Policy section
The Buttercross	Section 1 Property damage Section 3 Equipment breakdown
The Guildhall	Section 1 Property damage Section 2 Fine art and collections Section 3 Equipment breakdown

Policy clauses

EXPLANATORY NOTE NOT FORMING PART OF THE POLICY

In recognition of the long-term change in working patterns brought about by the pandemic we previously enhanced our policy cover in respect of employees working from home, which was initially applied via our website. This endorsement embeds the existing cover from our website into your policy.

ENDORSEMENT FORMING PART OF THE POLICY

CC353 Office Equipment

The following extension is added to the Property damage section

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

Policy number
02/IHG/0442284

Date of issue
22 August 2025

Insured
Ludlow Town Council

Business description
Town Hall

Period of insurance
1 September 2025 to
31 August 2026

The policy document
If you need a copy of the policy documents, please contact your broker or visit www.ecclesiastical.com/ME871

Policy number **02/IHG/0442284**

Date of issue **22 August 2025** Effective from **1 September 2025**

Ecclesiastical Insurance Office plc (EIO) Reg. No. 24869. Registered in England at Benefact House, 2000, Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW, United Kingdom. EIO is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 113848.

Heritage Business and Leisure Insurance renewal pack

Policy schedule

Provided that no payment is made for the same claim under any other policy

Limit

£2,500 any one item

£5,000 any one claim

CC334 Cyber amendments applicable to the Liabilities Professional indemnity Trustees' and management liability and Directors' and officers' liability sections

The following definitions are added to the Liabilities Professional indemnity Trustees' and management liability and Directors' and officers' liability sections

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

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

Policy number **02/IHG/0442284**

Date of issue **22 August 2025** Effective from **1 September 2025**

Ecclesiastical Insurance Office plc (EIO) Reg. No. 24869. Registered in England at Benefact House, 2000, Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW, United Kingdom. EIO is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 113848.

Heritage Business and Leisure Insurance renewal pack

Policy schedule

The following definition is added to the Professional indemnity
Trustees' and management liability and Directors' and officers'
liability sections

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

THE FOLLOWING AMENDMENTS APPLY TO THE LIABILITIES SECTION OF THE POLICY

The definitions of Data and Property are deleted and replaced with
the following

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

PROPERTY

means material property

The following exclusion applies

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

Policy number **02/IHG/0442284**

Date of issue **22 August 2025** Effective from **1 September 2025**

Ecclesiastical Insurance Office plc (EIO) Reg. No. 24869. Registered in England at Benefact House, 2000, Pioneer Avenue,
Gloucester Business Park, Brockworth, Gloucester, GL3 4AW, United Kingdom. EIO is authorised by the Prudential Regulation
Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number
113848.

Heritage Business and Leisure Insurance renewal pack

Policy schedule

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

Data Protection extension - amendment to limit

The total amount WE will pay in respect of (a) is £1,000,000 any one
claim and in the aggregate any one period of insurance and not as
otherwise stated

THE FOLLOWING AMENDMENTS APPLY TO THE
PROFESSIONAL INDEMNITY SECTION OF THE POLICY

Exclusion (22) is deleted and replaced by the following

WE shall not have any liability under this section of the policy for
or directly or indirectly arising out of or in any way connected with

(a) 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

(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 above no cover otherwise provided under Cover
1(a) for CLAIMS arising from WRONGFUL ACTS committed in
the conduct of YOUR BUSINESS shall be restricted solely due

Policy number **02/IHG/0442284**

Date of issue **22 August 2025** Effective from **1 September 2025**

Ecclesiastical Insurance Office plc (EIO) Reg. No. 24869. Registered in England at Benefact House, 2000, Pioneer Avenue,
Gloucester Business Park, Brockworth, Gloucester, GL3 4AW, United Kingdom. EIO is authorised by the Prudential Regulation
Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number
113848.

Heritage Business and Leisure Insurance renewal pack

Policy schedule

to the use of a COMPUTER SYSTEM or DATA

Amendment to Exclusion (4)

Exclusion (4) is restated as follows

(4) any damage to or destruction or loss of any property (except as provided by Cover 1(b) and Cover 2) including loss of use unless directly caused by a WRONGFUL ACT

Amendment to Cover 2

Cover 2 - Loss of documents is restated as follows

WE shall indemnify YOU for reasonable and necessary costs incurred in restoring or replacing any DOCUMENT which has been unintentionally destroyed damaged lost or mislaid during the PERIOD OF INSURANCE (and which after diligent search cannot be found) the occurrence of which has been NOTIFIED during the PERIOD OF INSURANCE

Amendment to the Limit of Indemnity

The paragraph in respect of the limit for Cover 2(a) is restated as follows

In respect of Cover 2 an aggregate sub-limit of indemnity of £250,000 shall apply in respect of all such losses in any one period of insurance

THE FOLLOWING AMENDMENTS APPLY TO COVER 2 OF THE TRUSTEES' AND MANAGEMENT LIABILITY SECTION OF THE POLICY

Exclusion (i) is deleted and replaced by the following

No indemnity will be provided in respect of

(a) 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

Policy number **02/IHG/0442284**

Date of issue **22 August 2025** Effective from **1 September 2025**

Ecclesiastical Insurance Office plc (EIO) Reg. No. 24869. Registered in England at Benefact House, 2000, Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW, United Kingdom. EIO is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 113848.

Heritage Business and Leisure Insurance renewal pack

Policy schedule

regardless of any other cause or event contributing concurrently or in any other sequence thereto

- (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

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

- (a) any TRUSTEE when carrying out any duty as TRUSTEE or

- (b) 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

THE FOLLOWING AMENDMENTS APPLY TO THE DIRECTORS' AND OFFICERS' LIABILITY SECTION OF THE POLICY

The following exclusion is added

WE shall not have any liability under this section of the policy for or directly or indirectly arising out of or in any way connected with

- (a) 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

- (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

However this exclusion shall not apply to LOSS under

Policy number **02/IHG/0442284**

Date of issue **22 August 2025** Effective from **1 September 2025**

Ecclesiastical Insurance Office plc (EIO) Reg. No. 24869. Registered in England at Benefact House, 2000, Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW, United Kingdom. EIO is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 113848.

Heritage Business and Leisure Insurance renewal pack

Policy schedule

(a) Cover 1 Legal Liability or

(b) Cover 2 (a) and (b) DEFENCE COSTS AND
EXPENSES

arising from a WRONGFUL ACT of the INSURED

EXPLANATORY NOTE: NOT FORMING PART OF YOUR POLICY.

When property insurance policies were developed computer and cyber risks were rare or did not exist; therefore no specific exclusionary language was necessary at that time. As computer technology has evolved, allied with the growth of the internet and connectivity, exposure to cyber events has increased significantly. As cyber risks have not been insured by standard property insurances, premiums have never included such cyber risks. To cater for these new risks specific Cyber insurance covers (via a specific policy or section within a policy) have been developed, which may be purchased separately.

Following improved clarity and contract certainty in the reinsurance market as regards cyber risks, we are providing similar clarification under your policy through the following clause (which does form part of your policy).

ENDORSEMENT FORMING PART OF YOUR POLICY.

The following endorsement is applied to your policy and overrides any existing Electronic risks exclusion applicable to the relevant sections

CC291 Cyber Loss Limited Exclusion Clause (Property)

1. Notwithstanding any provision to the contrary within this policy or any endorsement thereto this policy excludes all 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 connection with

1.1. 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 1.1. and subject

Policy number **02/IHG/0442284**

Date of issue **22 August 2025** Effective from **1 September 2025**

Ecclesiastical Insurance Office plc (EIO) Reg. No. 24869. Registered in England at Benefact House, 2000, Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW, United Kingdom. EIO is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 113848.

Heritage Business and Leisure Insurance renewal pack

Policy schedule

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

1.2. 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 1.2. 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 1.1. 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

Policy number **02/IHG/0442284**

Date of issue **22 August 2025** Effective from **1 September 2025**

Ecclesiastical Insurance Office plc (EIO) Reg. No. 24869. Registered in England at Benefact House, 2000, Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW, United Kingdom. EIO is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 113848.

Heritage Business and Leisure Insurance renewal pack

Policy schedule

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

1.3. 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

1.4. any threat to carry out or perpetrate a hoax in respect of anything described in sub-paragraphs 1.1. - 1.3. above

1.5. any action taken or failure to take action to prevent control limit or respond to anything described in sub-paragraphs 1.1. - 1.4. above

Definitions specific to this exclusion

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

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

TIME ELEMENT LOSS means business interruption contingent business interruption or any other consequential losses

Policy number **02/IHG/0442284**

Date of issue **22 August 2025** Effective from **1 September 2025**

Ecclesiastical Insurance Office plc (EIO) Reg. No. 24869. Registered in England at Benefact House, 2000, Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW, United Kingdom. EIO is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 113848.

Heritage Business and Leisure Insurance renewal pack

Policy schedule

This exclusion applies to all cover sections of this policy except those covers (where available and insured by this policy) noted below:

- a. Employers' Liability
- b. Public Liability
- c. Medical Malpractice
- d. Reputational Risks
- e. Professional Indemnity
- f. Governors' Trustees' and Management Liability
- g. Directors & Officers Liability
- h. Personal Accident
- i. Legal Expenses
- j. Travel
- k. Terrorism
- l. Cyber
- m. Equipment breakdown

CC256 Equipment breakdown - Silent Cyber exclusion

Applicable to the Equipment breakdown section of the policy

Definitions

The following definition is added

CYBER EVENT

means

(a) a failure of electronic equipment to correctly recognise process or store any data

(b) a hostile malicious illegal or transgressive act committed

Policy number **02/IHG/0442284**

Date of issue **22 August 2025** Effective from **1 September 2025**

Ecclesiastical Insurance Office plc (EIO) Reg. No. 24869. Registered in England at Benefact House, 2000, Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW, United Kingdom. EIO is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 113848.

Heritage Business and Leisure Insurance renewal pack

Policy schedule

through electronic systems including but not limited to

- (i) a virus (a program code programming instruction or any set of instructions intended to damage interfere with or have a negative effect on computer programs data or operations)
- (ii) hacking (unauthorised access to any computer or other electronic equipment)
- (iii) a denial of service attack (any actions or instructions intended to damage interfere with or affect the availability or performance of networks network services network connectivity or telecommunication systems)

The Breakdown definition is deleted and replaced with the following

BREAKDOWN

means

- (a) the actual breaking failure distortion or burning out of any part of the COVERED EQUIPMENT whilst in ordinary use arising from defects in the COVERED EQUIPMENT causing its sudden stoppage and necessitating repair or replacement before it can resume work
- (b) fracturing of any part of the COVERED EQUIPMENT by frost when such fracture renders the COVERED EQUIPMENT inoperative
- (c) the actual and complete severance of a rope but not breakage or abrasion of wires or strands even though replacement may be necessary
- (d) ELECTRONIC DERANGEMENT

The following Electronic derangement definition is added

This replaces any existing definition of Derangement and or Electronic derangement

ELECTRONIC DERANGEMENT

means malfunction of the COMPUTER EQUIPMENT or electronic

Policy number **02/IHG/0442284**

Date of issue **22 August 2025** Effective from **1 September 2025**

Ecclesiastical Insurance Office plc (EIO) Reg. No. 24869. Registered in England at Benefact House, 2000, Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW, United Kingdom. EIO is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 113848.

Heritage Business and Leisure Insurance renewal pack

Policy schedule

circuitry controlling or operating the COVERED EQUIPMENT that is not accompanied by visible DAMAGE and requires replacement of one or more insured components of the COVERED EQUIPMENT in order to restore it to its normal operation

Excluding

- (a) the rebooting reloading or updating of software or firmware
- (b) the incompatibility of COVERED EQUIPMENT with any software or equipment installed introduced or networked within the previous 30 days
- (c) the COVERED EQUIPMENT being of insufficient size specification or capacity
- (d) loss or DAMAGE caused by a CYBER EVENT

Exclusions

The following amendments are made to the exclusions

Any exclusion relating to damage to data or damage caused by transmission or impact of any virus or damage caused by failure of a system is deleted

The following exclusions are added

any loss or DAMAGE caused by a CYBER EVENT

any loss of or DAMAGE to data or MEDIA caused by

- (a) programming error or programming limitation
- (b) loss of data (other than as specifically provided for under any Reinstatement of Data and Computer Increased Costs of Working extension of cover)
- (c) loss of access
- (d) loss of use
- (e) loss of functionality

Policy number **02/IHG/0442284**

Date of issue **22 August 2025** Effective from **1 September 2025**

Ecclesiastical Insurance Office plc (EIO) Reg. No. 24869. Registered in England at Benefact House, 2000, Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW, United Kingdom. EIO is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 113848.

Policy schedule

Extensions

Any extension of the Equipment breakdown section that provides cover for Reinstatement of Data and or Computer Increased Costs of Working is deleted and replaced with the following

Reinstatement of data and Computer Increased Costs of Working

(A) Unless otherwise excluded WE will pay the costs YOU incur in reinstating data that is lost or damaged as a consequence of an ACCIDENT to COVERED EQUIPMENT

Providing that

(i) OUR liability is limited solely to the cost of reinstating data onto MEDIA

(ii) WE shall not be liable for loss or damage to software

Limit

£50,000 any one ACCIDENT

(B) In addition WE will pay costs necessarily and reasonably incurred by YOU for the sole purpose of avoiding or diminishing the resulting interruption or interference to YOUR computer operations

Limit

£50,000 any one ACCIDENT

CC239 Food Poisoning defective sanitation vermin or murder or suicide extension

Business Interruption - Removal of Specified diseases cover - applicable to any section of the policy covering business interruption loss of income loss of revenue consequential loss or rental income

Any extension that provides cover for specified diseases murder suicide food poisoning defective sanitation & vermin is deleted and replaced with the following

Food poisoning defective sanitation vermin murder or suicide

Policy number 02/IHG/0442284

Date of issue 22 August 2025 Effective from 1 September 2025

Ecclesiastical Insurance Office plc (EIO) Reg. No. 24869. Registered in England at Benefact House, 2000, Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW, United Kingdom. EIO is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 113848.

Heritage Business and Leisure Insurance renewal pack

Policy schedule

extension

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 poisoning which is directly 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

- WE shall only be liable for the loss arising at premises YOU occupy and which are directly affected by the occurrence discovery or accident

- 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

Policy number **02/IHG/0442284**

Date of issue **22 August 2025** Effective from **1 September 2025**

Ecclesiastical Insurance Office plc (EIO) Reg. No. 24869. Registered in England at Benefact House, 2000, Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW, United Kingdom. EIO is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 113848.

Heritage Business and Leisure Insurance
renewal pack

Policy schedule

CC230 Infectious or Communicable Disease Exclusion

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)

This policy does not cover 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

1) any INFECTIOUS OR COMMUNICABLE DISEASE including but not limited to

a. the fear of a threat (whether actual or perceived) from an INFECTIOUS OR COMMUNICABLE DISEASE

b. 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

Policy number 02/IHG/0442284

Date of issue 22 August 2025 Effective from 1 September 2025

Ecclesiastical Insurance Office plc (EIO) Reg. No. 24869. Registered in England at Benefact House, 2000, Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW, United Kingdom. EIO is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 113848.

Heritage Business and Leisure Insurance renewal pack

Policy schedule

otherwise insured by this policy

2) any action taken or failure to take action to prevent control or respond to any INFECTIOUS OR COMMUNICABLE DISEASE

Provided that

i. this exclusion applies regardless of any concurrent or contributory cause or event or occurrence in any sequence with any other cause or event

ii. 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

iii. where WE apply this exclusion the burden of proving the contrary rests with the INSURED

iv. this exclusion applies to all cover sections of this policy except those covers (where available and insured by this policy) noted below

a. Employers' Liability

b. Public Liability

c. Medical Malpractice

d. Reputational Risks

e. Professional Indemnity

f. Governors' Trustees' and Management Liability

g. Directors & Officers Liability

h. Personal Accident

i. Legal Expenses

j. Travel

k. Terrorism

Policy number **02/IHG/0442284**

Date of issue **22 August 2025** Effective from **1 September 2025**

Ecclesiastical Insurance Office plc (EIO) Reg. No. 24869. Registered in England at Benefact House, 2000, Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW, United Kingdom. EIO is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 113848.

Heritage Business and Leisure Insurance
renewal pack

Policy schedule

CC390 Prevention of Access - non-damage exclusion

Any cover (however titled) provided by this policy in respect of prevention denial or hindrance of access to or use of the PREMISES as a result of

- the action of government police emergency services or local authority or
- any other similar cover

not involving damage to property (whether the property of the INSURED or any other party) is deleted

This clause does not apply to more specific extension(s) or parts of extension(s) in respect of

- bomb scare or
- food poisoning defective sanitation vermin or murder or suicide

CC391 Failure of Supply amendment

Applicable to any section of the policy headed

- business interruption
- loss of income
- loss of revenue
- consequential loss
- rental income

The following exclusion is added to the Failure of Supply extension

any loss resulting from DAMAGE to overhead cables unless occurring within 1 mile of the PREMISES

Policy number 02/IHG/0442284

Date of issue 22 August 2025 Effective from 1 September 2025

Ecclesiastical Insurance Office plc (EIO) Reg. No. 24869. Registered in England at Benefact House, 2000, Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW, United Kingdom. EIO is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 113848.

Heritage Business and Leisure insurance renewal pack

Policy schedule

Cover for

The Buttercross, Mill Street, LUDLOW Shropshire, SY8 1AZ



Section 1 Property damage

The items your insurance covers

This table gives details of the items covered by the Property damage section of your policy, and the amounts they are insured for.

Item	Sum insured	Day one items declared value	First loss items full value
Buildings	£3,140,588		

Subsidence

Extension applies

Excesses

The table below shows the excesses you will need to pay.

	Excess
RESTRICTED PERILS unless listed below	£500
IMPACT	£5,000
Other causes	Excess
THEFT	£500
SUBSIDENCE	£1,000
ESCAPE OF OIL	£500
Deterioration of refrigerated stock	£50
All other losses	£500
Item excesses (applicable to all losses)	Excess
PERSONAL BELONGINGS	£50

Property damage clauses

C1319 Visitors personal belongings

The limit of indemnity for PERSONAL BELONGINGS of visitors whilst at the PREMISES is increased to £1,000 per person any one claim

Section 3 Equipment breakdown

Section applies.

Excess: £500

Policy schedule

Cover for

The Guildhall, Mill Street, Ludlow Shropshire, SY8 1AZ



Section 1 Property damage

The items your insurance covers

This table gives details of the items covered by the Property damage section of your policy, and the amounts they are insured for.

Item	Sum insured	Day one items declared value	First loss items full value
Buildings	£3,729,453		
Contents	£70,000		

Subsidence

Extension applies

Excesses

The table below shows the excesses you will need to pay.

	Excess
RESTRICTED PERILS unless listed below	£500
Other causes	Excess
THEFT	£500
SUBSIDENCE	£1,000
ESCAPE OF OIL	£500
Deterioration of refrigerated stock	£50
All other losses	£500
Item excesses (applicable to all losses)	Excess
PERSONAL BELONGINGS	£50

Property damage clauses

C1319 Visitors personal belongings

The limit of indemnity for PERSONAL BELONGINGS of visitors whilst at the PREMISES is increased to £1,000 per person any one claim

Heritage Business and Leisure insurance
renewal pack

Policy schedule



Section 2 Fine art and collections

Items covered

Item	Sum insured	Basis of settlement	Temporary removal location	Excess
Regalia & assoc items	£703,950	Agreed value	Worldwide	NIL

Section 3 Equipment breakdown

Section applies.

Excess: £500

Heritage Business and Leisure insurance renewal pack

Policy schedule



Glossary

Estimated

Estimated figures allow us to provisionally assess the premium we require. When the policy is renewed, you should tell us the actual figure so that we may make the necessary additional premium charge or refund and create a new estimate for the year ahead.

Day one items declared value

The declared value is the cost of rebuilding or replacing the property on the first day of the period of insurance. The policy schedule shows the value you have given us.

The declared value does not allow for future inflation.

The sum insured shows the declared value increased by the percentage amount you have chosen as protection against inflation during the time it would take to rebuild or replace the property.

First loss items

First Loss items are those where a total loss is not expected. The amount we have agreed with you as the maximum likely loss following any one occurrence is shown under the sum insured. The full value represents the full reinstatement value.

Declaration-linked basis

The declaration-linked basis is a way of providing inflation protection for your sums insured. The premium and the sum insured are based on the estimates you have provided. At the end of each year, you provide us with declarations of your profits, and the sum insured and premium are adjusted in accordance with the declaration-linked basis special condition in the policy document.

Insured's own vehicles

These are vehicles operated by the Insured and declared to be in use for the transit of goods at any one time.

Excesses

The excess is the amount you would have to pay towards any loss.

Clauses

The clause records changes to the standard terms and conditions of the policy or relevant section. Words in capital letters are defined in the policy document.



Item 10c

CYBER INSURANCE

RE: Cyber Insurance

 David Palmer <David_Palmer@ajg.com>
To: Gina Wilding

 You forwarded this message on 08/08/2025 09:30.

Hi Gina

For the Cyber £2m cover is £2,920 with £2500 excess, £1m cover £981 with £2500 excess and £500k cover £610 with £2500 excess, which do you want the official quote for?

 Dave

David Palmer
Client Director – Community (Public Sector & Education)
07766 916344
david.palmer@ajg.com



Insurance | Risk Management | Consulting

Gallagher
Blenheim House, 1-2 Bridge Street, Guildford, GU1 4RY
www.ajg.com



Item 10d

MOTOR INSURANCE

Certificate of Motor Insurance



Policy number 4035448

1. Description of vehicle(s)

Any agricultural or forestry vehicle the property of the policyholder or in their custody or control and for which they are legally responsible.

2. Name of policyholder

LUDLOW TOWN COUNCIL

3. Effective date and time of the commencement of insurance for the purpose of the relevant law

01 September 2025 00:01

4. Date of expiry of insurance

31 August 2026

5. Persons or classes of persons entitled to drive

Any person who is driving on the order or with the permission of the policyholder.

Providing that the person driving has a licence to drive the vehicle or has held and is not disqualified from or prohibited by law from holding or obtaining such a licence.

6. Limitations as to use

- A. Use for agricultural or forestry purposes including use for hire or reward, but excluding the carriage of passengers for hire or reward.
- B. Use while hired or lent to public authorities solely for the purposes of snow clearance.
- C. Use while towing mobile plant, machinery or special type trailer.
- D. Use for social, domestic and pleasure purposes.

Unless specified under section 6 of this certificate of insurance, this policy does not cover: use for hiring, the letting on hire, the carriage of passengers and goods for hire or reward, racing, pacemaking, use in any contest, reliability or speed trial or the use for any purpose in connection with the motor trade.

I hereby certify that the policy to which this certificate of insurance relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, Isle of Man and the Islands of Guernsey, Jersey and Alderney.

For and on behalf of the Underwriter subscribing ERS, 30 Fenchurch Street, London EC3M 3BD

Authorised Insurer

A handwritten signature in black ink, appearing to read 'Martin Hall'.

Martin Hall

Active Underwriter

Advice to third parties - Nothing contained in this certificate of insurance affects your rights as a third party to make a claim.

Note: For full details of the insurance cover reference should be made to the policy document, which can be obtained from your broker or via our website at www.ers.com



This page forms part of your certificate of insurance

European cover

This certificate of motor insurance is evidence that this insurance meets the compulsory motor insurance requirements of all member countries of the European Union and Andorra, Bosnia and Herzegovina, Iceland, Montenegro, Norway, Serbia and Switzerland (including Liechtenstein).

Ce certificat d'assurance automobile est une preuve que cette assurance est conforme aux exigences de l'assurance automobile obligatoire de tous les pays membres de l'Union européenne et l'Andorre, la Bosnie-Herzégovine, l'Islande, du Monténégro, la Norvège, la Serbie et la Suisse (y compris le Liechtenstein).

Dieses Zertifikat der Kfz-Versicherung ist ein Beweis, dass diese Versicherung die Kfz Haftpflichtversicherungs anforderungen von allen Mitgliedsländern der Europäischen Union und Andorra, Bosnien und Herzegowina, Island, Montenegro, Norwegen, Serbien und der Schweiz (einschließlich Liechtenstein) erfüllt.

Este certificado de seguro de automóviles es evidencia de que este seguro cumple con los requisitos de seguro obligatorio de automóviles de todos los países miembros de la Unión Europea y Andorra, Bosnia y Herzegovina, Islandia, Montenegro, Noruega, Serbia y Suiza (incluido Liechtenstein).

Questo certificato di assicurazione auto è la prova che questa assicurazione soddisfa i requisiti di assicurazione obbligatoria degli autoveicoli di tutti i paesi membri dell'Unione europea e Andorra, Bosnia ed Erzegovina, Islanda, Montenegro, Norvegia, Serbia e Svizzera (compreso il Liechtenstein).



Certificate of Motor Insurance



Policy number 4035448

1. Description of vehicle(s)

Any commercial motor vehicle the property of the policyholder or in their custody or control and for which they are legally responsible.

2. Name of policyholder

LUDLOW TOWN COUNCIL

3. Effective date and time of the commencement of insurance for the purpose of the relevant law

01 September 2025 00:01

4. Date of expiry of insurance

31 August 2026

5. Persons or classes of persons entitled to drive

Any person who is driving on the order or with the permission of the policyholder.

Providing that the person driving has a licence to drive the vehicle or has held and is not disqualified from or prohibited by law from holding or obtaining such a licence.

6. Limitations as to use

Use for social, domestic and pleasure purposes and for the business of the policyholder excluding commercial travelling.

Unless specified under section 6 of this certificate of insurance, this policy does not cover: use for hiring, the letting on hire, the carriage of passengers and goods for hire or reward, racing, pacemaking, use in any contest, reliability or speed trial or the use for any purpose in connection with the motor trade.

I hereby certify that the policy to which this certificate of insurance relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, Isle of Man and the Islands of Guernsey, Jersey and Alderney.

For and on behalf of the Underwriter subscribing ERS, 30 Fenchurch Street, London EC3M 3BD

Authorised Insurer

Martin Hall
Active Underwriter

Advice to third parties - Nothing contained in this certificate of insurance affects your rights as a third party to make a claim.

Note: For full details of the insurance cover reference should be made to the policy document, which can be obtained from your broker or via our website at www.ers.com



This page forms part of your certificate of insurance

European cover

This certificate of motor insurance is evidence that this insurance meets the compulsory motor insurance requirements of all member countries of the European Union and Andorra, Bosnia and Herzegovina, Iceland, Montenegro, Norway, Serbia and Switzerland (including Liechtenstein).

Ce certificat d'assurance automobile est une preuve que cette assurance est conforme aux exigences de l'assurance automobile obligatoire de tous les pays membres de l'Union européenne et l'Andorre, la Bosnie-Herzégovine, l'Islande, du Monténégro, la Norvège, la Serbie et la Suisse (y compris le Liechtenstein).

Dieses Zertifikat der Kfz-Versicherung ist ein Beweis, dass diese Versicherung die Kfz Haftpflichtversicherungsanforderungen von allen Mitgliedsländern der Europäischen Union und Andorra, Bosnien und Herzegowina, Island, Montenegro, Norwegen, Serbien und der Schweiz (einschließlich Liechtenstein) erfüllt.

Este certificado de seguro de automóviles es evidencia de que este seguro cumpla con los requisitos de seguro obligatorio de automóviles de todos los países miembros de la Unión Europea y Andorra, Bosnia y Herzegovina, Islandia, Montenegro, Noruega, Serbia y Suiza (incluido Liechtenstein).

Questo certificato di assicurazione auto è la prova che questa assicurazione soddisfa i requisiti di assicurazione obbligatoria degli autoveicoli di tutti i paesi membri dell'Unione europea e Andorra, Bosnia ed Erzegovina, Islanda, Montenegro, Norvegia, Serbia e Svizzera (compreso il Liechtenstein).



Farmers Plan

Renewal Invite



Policy number 4035448

Broker agency number 12534

Scheme 954

Broker Instructions

Please send your renewal instructions to agricultureuw@ers.com

Policy details

Policyholder LUDLOW TOWN COUNCIL
Address THE GUILDHALL, MILL STREET, LUDLOW, SY8 1AZ
Commencement date and time 01 September 2025 00:01
Expiry date 31 August 2026

Premium

Premium (excluding IPT) £2,762.00
IPT £331.44
Total premium due £3,093.44

Vehicle details

Make & model	Vehicle Type	Numbers	Registration / Chassis number	Year of manufacture	CC	GVW	Value	Cover	Class of use	Annual rate per vehicle (excl. IPT)
KUBOTA G23 RIDE ON MOWER	Agricultural	1	/50618	1900	0	0	£8,900	Comprehensive	Agricultural	£267.00
ARIENS APEX 52	Agricultural	1	A0405555	2022			£6,000	Comprehensive	Agricultural	£180.00
TRACTOR	Agricultural	1	VU06KYT	2006	0	0	£12,000	Comprehensive	Agricultural	£360.00
CITROEN DISPATCH	LCV	1	LD23 TLT	2023	1997	3100	£40,000	Comprehensive	Carriage Of Own Goods	£575.00
CITROEN E-DISPATCH ENTERPRISE XS 50 KWH	LCV	1	MJ73VZY	2023		2840	£55,230	Comprehensive	Carriage Of Own Goods	£690.00
CITROEN E-DISPATCH	LCV	1	MJ73ZGH			3025	£55,230	Comprehensive	Carriage Of Own Goods	£690.00

Permitted drivers

Registration / Chassis number	Driver restrictions
/50618	Any Driver
A0405555	Any Driver
VU06KYT	Any Driver
LD23 TLT	Any Driver - Excluding Drivers Under 25
MJ73VZY	Any Driver - Excluding Drivers Under 25
MJ73ZGH	Any Driver - Excluding Drivers Under 25

Vehicle excess details

An excess is the amount you must pay in the event of any claim, regardless of who is to blame for an incident. However, there may be additional excess terms applied highlighted below in Additional excesses for young or inexperienced drivers, or shown in the attached Schedule of Endorsements.

Registration / Chassis number	Total excess		Windscreen excess			
	Accidental damage	Fire & theft	Repair by ERS approved supplier	Replacement by ERS approved supplier	Use of non-approved ERS supplier	Agricultural vehicles*
/50618	£250	£250	£10	£75	£125	£50

A0405555	£250	£250	£10	£75	£125	£50
VU06KYT	£250	£250	£10	£75	£125	£50
LD23 TLT	£250	£250	£10	£75	£125	£50
MJ73VZY	£250	£250	£10	£75	£125	£50
MJ73ZGH	£250	£250	£10	£75	£125	£50

*regardless of which company carries out the repair or replacement

Additional excesses for young or inexperienced drivers

If your vehicle is damaged while a young or inexperienced person (including yourself) is driving, you will have to pay the first amount of any claim as shown below. This is on top of any other excess that you may have to pay.

Drivers	Amount
Under 21	£300
Aged 21 to 24	£200
25 or over who has a provisional driving licence or has not held, for 12 months or more, a full driving licence issued by the UK or any country which is a member of the European Union	£200

These amounts do not apply if the loss or damage is caused by fire or theft.

Important notes

This renewal invitation is based on the information held at the time and date of issue. Any change to this information may affect the premium and terms offered.

Any changes to your existing terms or a change to your cover and benefits will be shown on the Schedule of Endorsements and/or Notice to Policyholder attached to this invitation. You can obtain a copy of the latest policy document from the documents section on our website, www.ers.com.

You must tell us immediately about any changes to the information you have already provided. Please contact your broker if you are not sure if the information is relevant. If you don't tell us about relevant changes, your insurance may not cover you fully, or at all. Here are some examples of the changes you should tell us about:

- A change of vehicle (including extra vehicles and any temporary vehicles).
- All changes you or anyone else make to your vehicle if these make your vehicle different from the manufacturer's standard specification (whether the changes are mechanical or cosmetic).
- A change of address.
- A change of job, including any part-time work by you or other drivers, a change in the type of business or having no work.
- A change in the purpose which you use your vehicle for.
- A new main user of your vehicle.
- Details of any driver you have not told us about before, or who is excluded by the certificate of motor insurance or an endorsement, but who you now want to drive.
- Details of any motoring conviction, disqualification or fixed-penalty motoring offence of any person allowed to drive or of any prosecution pending (where a case is being investigated but there is no conviction yet) for any motor offence.
- Details of any non-motor conviction or prosecution pending (where a case is being investigated but there is no conviction yet) for any person allowed to drive.
- Details of any accident or loss (whether or not you make a claim) involving your vehicle or that happens while you are driving or in charge of anyone else's vehicle.
- If any driver suffers from a disability or medical condition that must be revealed to the DVLA, whether the driving licence has been restricted or not.

Policy wordings: Please go to the web page www.ers.com to view the policy wording by selecting documents from the menu.

Notice To Policyholder



ERS Policy Wording updates since the last renewal:

- **Cover has been added for the following:**
 - Charging cable – Liability
 - Electric vehicles – Charging cable
 - Electric vehicles – leased batteries
- **Cover has been amended for the following:**
 - Agricultural Trailers - Trailer cover reduction to £500,000
 - Agricultural Trailers - Exclusion of passenger carrying trailers
 - Audio/visual/communication/tracking equipment - To include GPS navigation systems and their Software
- **The cancellation terms have changed from a Pro Rata basis to a short-term basis, unless you are a consumer or micro-enterprise. Please refer to the cancellation section of the policy booklet for further information.**

Please check that the value of your vehicle(s) you have provided to us is correct for the forthcoming policy period. If in doubt, please seek the appropriate advice.

Also please refer to any endorsements that are applicable to your policy as they may have been revised.

Schedule of Endorsements

Policy number 4035448

Effective date and time 01 September 2025 00:01

ENDORSEMENTS APPLICABLE

Where a value is shown below, this refers to information relevant to an endorsement such as, but not restricted to, an excess amount, driver or security device.

ENDORSEMENTS APPLICABLE TO SPECIFIC VEHICLES

Vehicle type	Registration / Chassis number	Endorsement number	Description	Value	Specified driver(s)
Agricultural, LCV, LCV, LCV, Agricultural, Agricultural	/50618, MJ73VZY, LD23 TLT, MJ73ZGH, A0405555, VU06KYT	001	Damage, fire and theft excess	250	
LCV, LCV, LCV	MJ73VZY, LD23 TLT, MJ73ZGH	012	Driving exclusion	25	
	All vehicles	037	No claim bonus removed		
	All vehicles	525	Trailer limit amended	15000	
	All vehicles	530	Legal expenses insurance		
	All vehicles	D77	Trailer cover attached or detached		

ENDORSEMENT APPENDIX**001 - Damage, fire and theft excess**

We will not pay the first amount shown in the schedule for any claim under section 2 of your policy document.

This endorsement will not apply to claims made for windscreen damage only, and the amount shown is on top of any other amount which you may have to pay under this insurance.

012 - Driving exclusion

We will not provide any cover while your vehicle is being driven by, or is in the charge of, any person under the age stated against this endorsement number.

037 - No claim bonus removed

The "no claim bonus" section of your policy document does not apply to this insurance.

525 - Trailer limit amended

Within section 2 of your policy document, the sub-section "Agricultural trailers (agricultural vehicles only)" is amended to provide cover up to the amount shown against this endorsement number in your schedule.

530 - Legal expenses insurance

This insurance is extended to cover legal costs and expenses incurred in the recovery of uninsured losses or compensation for death or personal injuries, arising from an occurrence covered under this insurance.

Definitions

You, your - the person named as 'the insured' in the schedule and any driver or passenger with the permission of the insured.

Administrator

Tel: 0344 770 9000

Email: enquiries@arclegal.co.uk

Appointed representative - a solicitor or any other qualified consultant appointed by you or the Administrator following notification of a claim.

Legal costs and expenses - unrecovered fees, costs and disbursements reasonably incurred by the Administrator or appointed representative and opponents costs of any civil proceedings for which you may be liable by order of the court or by agreement with the consent of the Administrator.

You must not investigate any event or claim without written advice from the Administrator. You must comply with all requests made by the Administrator and appointed representative for instructions, information, documents, attendance at meetings or court. If you fail to do so, we will discontinue the claim and any legal action and you will be responsible for all costs and expenses incurred. If you withdraw from, negotiate, commence or discontinue a claim or legal proceedings without prior written consent from the Administrator, you will also be responsible for all costs and expenses.

The appointed representative must at all times take instruction from, report to and supply information and documents to the Administrator. The Administrator will have direct access to the appointed representative and must be kept fully informed of all material developments.

If the Administrator believes that a claim has no reasonable prospect of success, we reserve the right to decline to pursue the matter or discontinue any claim or legal action.

If you are awarded costs, you must use these to repay the amount we have paid out on your behalf in connection with the proceedings. However, we will pay all legal costs and expenses up to the limit of this section when no costs or compensation are awarded. If the legal costs and expenses are greater than the amount you are awarded for the legal costs and expenses, we will pay the excess amount up to the limit of £50,000.

You must ensure that every step is taken to recover legal costs and expenses which have been paid out under this insurance.

Settling claims:

We will pay up to £50,000 in total for any one accident or occurrence which shall be deemed to include a series of accidents or occurrences in connection with or arising out of one event.

Specific conditions

- 1) You must tell us about any other legal expense insurance which you may have to cover the same loss.
- 2) The Administrator will have complete control over the legal proceedings. We will not be bound by any promises given by you without the Administrator's approval.
- 3) If you do not accept any solicitor appointed by the Administrator, we will ask the Law Society to name another solicitor who both you and the Administrator agree to. During this time, the Administrator may appoint a solicitor to act on your behalf, to protect your interests.

Specific exclusions

We will not pay legal costs and expenses for the following circumstances:

- 1) Where the Administrator considers that you will not get a reasonable settlement or where any expected settlement is small in relation to the time and expense involved.
- 2) If the Administrator has not agreed, in writing to the costs and expenses.
- 3) If we are not told of the claim within 180 days of the event causing it.
- 4) Claims which relate to fines and penalties awarded against you.

5) Claims involving disputes with us or our agents.

6) Claims involving actions carried out in order to fulfil a judgement or a legally- binding decision.

7) Claims which relate to an event which does not occur within the period of insurance.

We will not pay the following:

8) Claims caused by, contributed to or arising from:

(i) a contract or agreement entered into;

(ii) a criminal or deliberate act by you;

(iii) patents, copyrights and trademarks; or

(iv) libel or slander or verbal injury.

9) Claims relating to faults in your vehicle or incomplete, incorrect service or repair of the vehicle.

10) Claims which relate to an appeal unless the Administrators has agreed to them before the appeal has started.

11) Travelling expenses or compensation for being absent from work.

12) Legal costs and expenses if you withdraw from legal proceedings without our agreement.

13) Any legal costs and expenses involved in an action in a small claims court.

14) Legal claims which are covered under a more specific insurance or if a claim has been refused by another insurance company.

The general terms, conditions and exceptions of your insurance apply to this endorsement.

D77 - Trailer cover attached or detached

Sections 1 and 2 of your policy document (Liability to others and Loss of or damage to your vehicle) are extended to apply to any trailer which is attached to or detached from your vehicle, provided that the value of the trailer does not exceed £5,000.

If the trailer is detached from your vehicle, cover will only apply if,

- the trailer is fitted with a security device which is in operation when the trailer is not in use; and
- the trailer is securely parked with the brakes on.

We are not liable for the loss of or damage to any contents in or on the trailer.

Farmers Plan

Statement of Fact



Quote reference

Broker agency number

12534

Scheme 954

Effective date

01 September 2025

These are the details supplied by you and form part of your contract of insurance. If the details are correct there is no need to take any further action. However, you should store this document in a safe place for future reference. If any details are incorrect or incomplete, please contact your broker and notify them of any errors. If the risk remains acceptable they will issue a further statement of fact showing the correct details. If you provide false or incorrect information, withhold information or fail to inform us of any errors, your policy could be cancelled or declared void or we may refuse to pay a claim.

You, the proposer	
Name of proposer	LUDLOW TOWN COUNCIL
Postal address	THE GUILDHALL, MILL STREET, LUDLOW
Postcode	SY8 1AZ
Telephone number	
Business or trade	LOCAL GOVERNMENT
Email address	
Nature of business	
Cover operative for 12 months from	
Time 00:01	Date 01 September 2025
Additional information	
Data protection notice	
Please read this notice carefully as it contains important information about the details you will give or have given us. You should show this notice to anyone covered by this insurance.	
IQUW Syndicate Management Limited is the data controller in respect of your personal information. We will process the details you have given us in line with the UK's Data Protection laws and any other laws that apply. We may work with partner organisations and service providers who are located in other countries, and as a result your information may be processed outside the European Economic Area. In all cases we will make sure that your information is adequately protected. The UK's Data Protection laws classify information about your medical conditions and criminal convictions as 'special category' personal data. We will use this information to assess your request for insurance, to administer your insurance contract and to deal with any claims. We share information with other insurers, certain government organisations and other authorised organisations for the purpose of insurance underwriting, preventing or detecting fraud, managing claims and managing complaints. However, we will only share 'special category' personal data where it is essential for these purposes. You can find more information about how we use your personal information on our website: www.ers.com/policy-pages/privacy-policy	
If you have any questions please contact the Data Protection Officer at 30 Fenchurch Street, London EC3M 3BD or at dpo@ers.com	

Important notes	
1.I/We declare that the answers given (on which the underwriters will rely when deciding whether to accept the risk and in fixing the premium) are true to the best of my/our knowledge and belief and that no information has been withheld. I/We also agree that if another person has given any information on this form, he or she acted as my/our agent for this purpose. I/We hereby consent to any information you may have about me/us being processed in accordance with the data protection notice on this form. 2.At your request a copy of this completed form will be supplied to you, provided the request is made within a period of three months after its completion. 3.Underwriters liability does not operate until acceptance has been notified or a Cover Note delivered to the Insured. If the Proposal should disclose any special features the Underwriters may quote special terms and they reserve the right to decline a proposal. 4.Details of full policy terms can be supplied on request. 5.Unless such person(s) have been declared to the Underwriters and given permission to drive under this policy, I/we undertake that the vehicle(s) will not be driven by any person(s) who to my/our knowledge: a) has been refused any motor vehicle insurance or continuance thereof. b) suffers from any disability (including any physical or mental condition) that is notifiable to the DVLA. c) has during the last 5 years been convicted of any of the following motor offences: vehicular manslaughter, causing death by dangerous driving, dangerous driving, driving under the influence of drink or drugs, failing to stop after an accident, any offence or combination of offences which resulted in suspension from driving. d) has a non-motor conviction(s) or prosecution(s) pending (where a case is being investigated but there is no conviction yet) that must be legally declared.	
Motor insurance database	
Information about your insurance policy will be added to the Motor Insurance Database (MID) which is managed by the Motor Insurers' Bureau (MIB). Certain government or authorised organisations including the police, the DVLA, the DVLI, the Insurance Fraud Bureau and other organisations allowed by law may use the MID and the information stored on it for purposes including Continuous Insurance Enforcement (you can get information about this from the Department of Transport), electronic vehicle licensing, law enforcement for the purposes of preventing, detecting, catching or prosecuting offenders and providing government services or other services aimed at reducing the level of uninsured driving. If you are involved in a road-traffic accident (either in the UK, the EEA or certain other territories), insurers or the MIB (or both) may search the MID to gather relevant information. Anyone making a claim for a road-traffic accident (including their appointed representatives and citizens of other countries) may also gather relevant information which is held on the MID. It is vital that the MID holds your correct registration number. If it is not shown correctly on the MID, you are at risk of having your vehicle seized by the police. You can check that your correct registration number details are shown on the MID at www.askmid.com. ERS Syndicate 218 at Lloyd's is managed by IQUW Syndicate Management Limited (company no. 00426475), which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (firm reference no. 204851). IQUW Syndicate Management Limited is registered in England and Wales with its registered address at 30 Fenchurch Street, London EC3M 3BD.	



Farmers Vehicle Insurance

Insurance Product Information Document

This insurance is underwritten by ERS (Syndicate 218 at Lloyd's) which is registered in the UK. IQUW Syndicate Management Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Registered number: 204851.

This document provides a summary of the key information. It does not contain the full terms and conditions; these can be found in your policy document. You can find your policy document at www.ers.com.

What is this type of insurance?

Comprehensive cover – You are insured for loss or damage caused by accidental damage, fire, theft and third party liability cover.



What is insured?

- ✓ Whilst driving your vehicle you will be covered for any one claim or claims arising out of one incident following:
 - Property damage** up to £20,000,000;
 - Property damage costs/expenses** up to £5,000,000;
 - Legal costs** up to £35,000.
- ✓ **Third Party Cover for driving other cars** is provided when shown on your motor certificate.
- ✓ **Loss of or damage to your vehicle** as shown in your schedule for accidental damage, fire and theft. We will either repair, replace or pay a cash amount to replace the lost or damaged item.
- ✓ The most we will pay for claims in relation to loss of or damage to your vehicle is up to the value shown on your policy schedule and statement of fact, as this is the limit of cover available in respect of such claims.
- ✓ Damage to your **windscreen or windows**.
- ✓ **Loss of keys and replacing locks** for your vehicle if lost or stolen and have not been recovered up to £500, provided you let the police know and we deem it necessary to replace the above stated items due to a risk of the vehicle being stolen.
- ✓ **Medical expenses** for you or anyone who is injured while they are in your vehicle as a result of an accident up to £500.
- ✓ **Personal Accident** cover for you, your spouse or civil partner, involved in an accident and within three months of that accident it is the only cause of death or injury. The most we will pay for death, loss of one or more limbs or permanent loss of sight in one or both eyes is £10,000.
- ✓ **Personal belongings** lost or damaged in or on your vehicle caused by an accident, fire, theft or attempted theft, up to £500.
- ✓ Unauthorised use of the vehicle or unlicensed driver(s).



What is not insured?

- ✗ Your policy excesses as shown in policy documentation.
- ✗ Compensation for not being able to use your vehicle.
- ✗ Damage or loss due to wear and tear, failures, breakdowns or breakages of mechanical, electrical or computer equipment.
- ✗ Damage to your tyres unless caused by an accident to your vehicle.
- ✗ Any accessories not permanently attached to your vehicle.
- ✗ Loss or damage to your vehicle as a result of deception.
- ✗ Loss or damage by theft or attempted theft if left unlocked, the keys left in or on your vehicle, left with the windows/roof panel open or reasonable precautions not been taken to protect your vehicle.
- ✗ Loss or damage to your vehicle taken without consent by a member of your immediate family or a person living in your home, unless that person is convicted of theft.
- ✗ Loss of fuel.
- ✗ For **Personal Accident**, death or injury caused by suicide or attempted suicide.
- ✗ Loss or damage covered by another insurance policy.

N.B. Please refer to your policy wording for full terms and conditions.



Are there any restrictions on cover?

- ! Endorsements may apply to your policy, these will be shown in your policy documents.
- ! If a claim is made which you or anyone acting on your behalf knows is false, fraudulent, exaggerated, or provides false or stolen documents to support a claim we will not pay the claim and cover under this insurance will end.
- ! Where the driving other cars benefit applies, the vehicle you are driving must be insured in its own right.



Where am I covered?

- ✓ We will provide the minimum insurance needed by the relevant law to allow you to use your vehicle in the European Union, Andorra, Bosnia and Herzegovina, Iceland, Montenegro, Norway, Serbia or Switzerland (including Liechtenstein).
- ✓ We will provide the cover shown on your schedule in these countries for up to 60 days per trip.
- ✓ Your permanent home must be in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and your visit to these countries must be temporary.
- ✓ We can provide full policy cover when you travel abroad or additional countries for which we have agreed to.



What are my obligations?

- Your premium is based on the information you gave at the start of the insurance and when it is renewed. If you have failed to give us complete and accurate information, this could lead to us changing the terms of your policy, refusing your claim or the insurance not being valid.
- You must tell us immediately about any changes to the information you have already provided. Please contact your broker if you are not sure if information is relevant. If you don't tell us about relevant changes, your insurance may not cover you fully, or at all.

In the event of a claim or possible claim:

- You will need to pay the agreed excess as shown in your schedule.
- You must notify us as soon as possible of the incident happening.
- You must not admit to, negotiate on or refuse any claim unless you have our permission.

Windscreen excesses

- If your windscreen is replaced by our approved supplier, you must pay the first £75 of any claim.
- If your windscreen is repaired by our approved supplier, you must pay the first £10 of any claim.
- If your windscreen is repaired or replaced by any other company, you must pay the first £125 of any claim.
- For agriculture vehicles, you must pay the first £50 of any claim.



When and how do I pay?

- For full details of when and how you pay, you need to contact your broker directly.



When does the cover start and end?

- Your insurance is a 12 month contract which may be renewed each year. Renewal will be subject to the terms and conditions that apply at the time of renewal.
- Your insurance cover start and end dates will be shown on your policy schedule and certificate of motor insurance.



How do I cancel the contract?

- You may cancel the insurance at any time by informing your broker.
- If you change your mind about this insurance, you must advise us within 14 days of the start date. Provided your vehicle has not been subject of a claim(s), we will refund a proportional amount of premium based on the number of days remaining on your policy. The minimum amount that will be retained by ERS will be £25 (plus insurance premium tax (IPT) where applicable).
- If your business is not a micro-business, cancellation will be charged in line with the short-term period rates as shown in your policy wording.



ERS Syndicate 218 at Lloyd's is managed by IQUW Syndicate Management Limited (company no.00426475), which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (firm reference no.204851). IQUW Syndicate Management Limited is registered in England and Wales with its registered address at 30 Fenchurch Street, London EC3M 3BD.

Mrs Gina Wilding
Ludlow Town Council
The Guildhall
Mill Street
Ludlow
Shropshire
SY8 1AZ

Our Ref: 19580240
5th August 2025

Dear Gina,

Fleet

Your policy with ERS is due for renewal on 1st September 2025. The new terms for coverage from 1st September 2025 to 31st August 2026 are as follows:

Premium GBP3,153.44 (including Insurance Premium Tax (IPT) and fees).

Your Needs

Based on your circumstances and information provided, you need the following cover.

Motor insurance designed to provide cover in respect of the business's legal liability for injury or damage to third parties, caused by the use of the motor vehicle(s), in connection with the business, with options to include theft of the vehicle, fire and accidental damage.

Insurance with Insurers who are financially stable or strong

Based on the information provided in:

- Our previous telephone conversation(s)
- Subsequent correspondence.

and nothing has changed since our last communication.

Our Advice

We are advising you on how well our recommendation meets your needs.

The Capacity in which we act

To meet regulatory obligations, we must inform all clients of our role at three keys stages of the insurance cycle

In respect of this contract:-

- In sourcing a suitable policy for you – We are acting as *your agent*
- When placing cover – We will be acting as *agent of your insurer*
- In the event of a claim – We will be acting as *your agent*



Broker at LLOYDS



James Hallam Council Guard
Spargo House, 10 Budshead Way, Plymouth PL6 5FE
Web: www.jameshallam.co.uk
Tel: 01752 670440 | **Fax:** 01752 229125

Registered in England Company No. 1632840
Registered office: 156 South Street, Dorking, Surrey RH4 2HF
James Hallam Council Guard is a trading name of James Hallam Limited
James Hallam Limited is authorised and regulated by the Financial Conduct Authority
Registration number 134435

Our Recommendation and Market Selection

Based on this information and our market knowledge, we recommended renewal with your current Insurer ERS as:

We are providing a Personal Recommendation in relation to the suitability of the policy to meet your needs.

Insurer Selection

After reviewing your requirements and our insurance market knowledge, we decided not to seek alternatives. We have, therefore, only considered your existing insurer.

We believe that the terms presented provide a scope of cover and premium that:

- is appropriate to satisfy your insurance requirements and
- is consistent with placements we have arranged for other clients with similar requirements

having taken into account the specific nature of your own risk profile.

The credit rating for Equity Red Star (Lloyd's syndicate 218) from Standard and Poor's is 'A+'.

Please note that the rating stated is correct at the time of writing but may be subject to change.

Standard and Poor's Ratings

Standard & Poor's Insurer Financial Strength Rating guideline evaluates an insurance organisation's financial stability and its ability to honour its insurance policies.

The classifications are :-

AAA Extremely Strong
AA Very Strong
A Strong
BBB Adequate

A + or - reflects the respective standing in the rating shown. We try to use only those Insurers with an "A" rating or higher. Additional information is available on Standard and Poor's website www.standardandpoors.com

We strive to use financially stable insurers but we cannot guarantee their solvency. If an insurer does not meet our standards, we will let you know and ask for your approval before going ahead.

The cost of cover at the start of last year and what the cost would have been for the cover required at the end of the year, at last year's rates, are also shown for comparison.

	Cover at Start of Last Year (GBP)	Renewal Quote (GBP)
Premium	2,515.00	2,762.00
Insurance Premium Tax	301.80	331.44
Admin Fee	35.00	60.00
Total (GBP)	2,851.80	3,153.44

The risk details on which our recommendation is based are shown on the enclosed renewal notice and policy summary. We believe these meet all the requirements we have identified, unless otherwise stated.

It is important that you review the risk details to ensure that your requirements are accurately reflected. The main terms and conditions of the covers are outlined in these documents but for full details always refer to the actual policy document.

Please be aware that covers have been based on last year's details unless revised figures have been provided. If any of the information is inaccurate or you feel that the levels of cover need updating, please let us know immediately as a further review may then be required to establish the correct recommendation for your insurance needs.

Significant warranties, conditions, exclusions and subjectivities

We draw your attention to:

Endorsement:

001 - Damage, fire and theft excess

We will not pay the first amount shown in the schedule for any claim under section 2 of your policy document.

This endorsement will not apply to claims made for windscreen damage only, and the amount shown is on top of any other amount which you may have to pay under this insurance.

012 - Limited driving exclusion - MJ73VZY, LD23 TLT, MJ73ZGH

The Insurers will not provide any cover while the above vehicles are driven by, or is in the charge of, any person under the age of 25 years old.

037 - No claims bonus removed

The "no claim bonus" section of your policy document does not apply to this insurance.

525 - Trailer limit amended

Within section 2 of your policy document, the sub-section "Agricultural trailers (agricultural vehicles only)" is amended to provide cover up to the amount shown against this endorsement number in your schedule (£15,000)

530 - Legal expenses insurance

This insurance is extended to cover legal costs and expenses incurred in the recovery of uninsured losses or compensation for death or personal injuries, arising from an occurrence covered under this insurance.

D77 - Trailer cover attached or detached

Sections 1 and 2 of your policy document (Liability to others and Loss of or damage to your vehicle) are extended to apply to any trailer which is attached to or detached from your vehicle, provided that the value of the trailer does not exceed £5,000.

If the trailer is detached from your vehicle, cover will only apply if,

- ☐ the trailer is fitted with a security device which is in operation when the trailer is not in use; and

☐ the trailer is securely parked with the brakes on.

The insurers are not liable for the loss of or damage to any contents in or on the trailer.

Windscreen Excesses

Repair by ERS approved supplier - £10
Replacement by ERS approved supplier - £75
Use of non-approved ERS supplier - £125
Agricultural vehicles* - £50

Additional excesses for young or inexperienced drivers

If your vehicle is damaged while a young or inexperienced person (including yourself) is driving, you will have to pay the first amount of any claim as shown below. This is on top of any other excess that you may have to pay.

Under 21
£300

Aged 21 to 24
£200

25 or over who has a provisional driving licence or has not held, for 12 months or more, a full driving licence issued by the UK or any country which is a member of the European Union
£200

These amounts do not apply if the loss or damage is caused by fire or theft.

Conditions
Precedent:

Renewal Subjectivity

You must tell us immediately about any changes to the information you have already provided. Please contact your broker if you are not sure if the information is relevant. If you don't tell us about relevant changes, your insurance may not cover you fully, or at all. Here are some examples of the changes you should tell us about:

- A change of vehicle (including extra vehicles and any temporary vehicles).
- All changes you or anyone else make to your vehicle if these make your vehicle different from the manufacturer's standard specification (whether the changes are mechanical or cosmetic).
- A change of address.
- A change of job, including any part-time work by you or other drivers, a change in the type of business or having no work.
- A change in the purpose which you use your vehicle for.
- A new main user of your vehicle.
- Details of any driver you have not told us about before, or who is excluded by the certificate of motor insurance or an endorsement, but who you now want to drive.

- Details of any motoring conviction, disqualification or fixed-penalty motoring offence of any person allowed to drive or of any prosecution pending (where a case is being investigated but there is no conviction yet) for any motor offence.
- Details of any non-motor conviction or prosecution pending (where a case is being investigated but there is no conviction yet) for any person allowed to drive.
- Details of any accident or loss (whether or not you make a claim) involving your vehicle or that happens while you are driving or in charge of anyone else's vehicle.
- If any driver suffers from a disability or medical condition that must be revealed to the DVLA, whether the driving licence has been restricted or not.

Your duty of Fair Presentation

Under the Insurance Act 2015 (which applies to all policies inceptioned, renewed or altered after 12th August 2016) you have a Duty of 'Fair Presentation'

You must: -

Disclose all 'material circumstances' which you know or ought to know or, failing that, Provide sufficient information to put the underwriter on notice to ask further questions. In providing a Fair Presentation you are deemed to know what your senior management knows, what the people arranging the insurance know and ought to know what would reasonably have been revealed by a reasonable search. There is no longer an exemption from providing information about matters which are subject to a warranty (including any breaches) which should now form part of the fair presentation.

You do not have to disclose information if the insurer knows it, ought to know it or is presumed to know it. The insurer knows what is actually known to its underwriter or their agent. The insurer is presumed to know what underwriters writing that class of business should know

FAILURE TO COMPLY MAY ENTITLE THE INSURER TO AVOID THE POLICY, IMPOSE ADDITIONAL TERMS OR REDUCE CLAIMS PAYMENTS

Warranties and Risk Mitigation Terms

The provisions in the Insurance Act relating to warranties apply to you. The Act does not introduce a new definition of 'warranty' however:

Any term which looks to make information provided when the policy was bought into an insurance warranty will have no effect.

Warranties have become a suspensive condition. Cover is suspended whilst you are in breach but will be restored once the breach is remedied.

Warranties and similar terms which look to mitigate risk will not be effective if you can show that non-compliance "would not have increased the risk of the loss which occurred in the circumstance in which it occurred"

Making a Claim

Your policy document details all the claims conditions, and we would recommend that you familiarise yourself with these. One of the conditions is the requirement to notify any losses promptly, as failure to do so may invalidate your policy. Certain claims e.g. theft, loss of money or malicious acts must be immediately reported to the Police, and you will be provided with a Police incident reference.

When you become aware of an incident that might give rise to claim, it is important that you either inform us as your brokers, or your insurers via their Claims Helpline Number as soon as possible.

Terms of Business

A copy of our Commercial Terms of Business: [can be downloaded from our site, here](#)

Additional Covers Included

None.

Renewing Cover

To proceed with this renewal please confirm your instructions to us in writing prior to 1st September 2025 please note that no cover will attach until such time as we receive your instructions and confirm to you that the insurance is in place.

Payment Options

You previously paid by cheque/BACS and an invoice will follow upon receipt of your instructions.

Many thanks for asking us to look after your business and we look forward to receiving your instructions to continue to do so in due course.

Yours sincerely,

A handwritten signature in black ink, appearing to be 'Alex May', with a long horizontal stroke extending to the right.

Alex May BA (Hons), Dip CII
Senior Client Adviser & Delegated Authority Underwriter
Tel: 01752 675464
E-Mail: alex.may@jameshallam.co.uk

Quote

ERS - Fleet Rated Commercial Motor	
	(GBP)
Premium excl. IPT:	2,762.00
IPT:	331.44
Fees:	60.00
Total Amount:	3,153.44

Terms of Business – Commercial Customers

This agreement is intended for 'Commercial' customers rather than 'Consumers' (retail customers); Commercial customers are those that are – to any extent – acting within their trade, business or profession. If you are not a Commercial customer, ask us for our Consumer Terms of Business Agreement.

- [How we are regulated](#)
- [Details of the James Hallam Service to you](#)
- [Legal matters](#)
- [Information - your obligations](#)
- [Your Policy](#)
- [Ending your Relationship with us](#)
- [Claims](#)
- [Data Protection](#)
- [Our Remuneration/Fees](#)
- [Complaints](#)
- [Financial Crime](#)
- [Compensation](#)

How we are regulated

Acceptance

The purpose of this agreement is to set out our professional relationship and detail the services we will provide to you. For your own benefit and protection, you should read all of the information carefully and, we would like to draw your attention to the 'Duty of Fair Presentation', the 'Processing of your Personal Data' and also the 'Client and Insurer Money' sections. By asking us to quote for, arrange or handle your insurances, you are deemed to be providing your informed agreement to these Terms of Business. If you do not agree to any part of the information, please write to us.

This agreement will supersede any previous version of our Terms of Business

Who regulates us?

James Hallam Limited is authorised and regulated by the Financial Conduct Authority (FCA). Our Firm Reference Number is 134435. Our details may be confirmed on the Financial Services Register at:

<https://www.fca.org.uk/firms/financial-services-register> or by calling 0800 111 6768.

Our permitted business is introducing, advising, arranging, dealing as agent, and assisting in the administration and performance of general insurance contracts, and credit broking in relation to insurance instalment facilities.

Details of the James Hallam Service to you

Our Service – Treating customers fairly

We act as an intermediary, not an insurer.

We are committed to providing you with a quality service. We only select from insurance products in which we have confidence to meet the needs of our clients. We aspire to treat you, our customer, fairly and to give advice and recommendations that meet your insurance needs. We review our processes and procedures to ensure we offer the highest standards of advice and service. All our communications, reports, emails, letters, etc are designed to be clear and easy to understand.

As a broker, we will act on your behalf when arranging your insurances, when helping you make changes to your policy when you renew your insurance or when you make a claim. If there are any circumstances when we act as an agent of the insurer (e.g., in binding the insurer to contract or in handling or settling claims) we will let you know before your insurance arrangements are concluded.

Under risk transfer, we also act on behalf of insurers when collecting premiums and handling refunds due to clients as well as the transfer of claims monies. Such monies are deemed to be held by the insurer(s) with whom your insurance is arranged.

If you mislay your policy at any time, we will arrange a replacement policy document, if you request it.

As your agent and unless we hear from you otherwise:

- We will assist in arrangement and administration of your insurances (and on-going changes) including agreeing the terms and conditions of your insurance policy with insurers consistent with your instructions.
- Upon receipt of your instruction we will place, amend or renew insurance cover on your behalf with insurers.
- We will advise you of any inability to place your insurance.
- We will assist you if you need to make a claim, or where we outsource claims handling facilities to provide you with an enhanced service.

You should not rely on any insurance policy you have instructed us to place on cover until we have confirmed in writing to you that the insurer has agreed to such insurance cover being in force.

Some insurers may delegate authority to us to underwrite, bind and administer an insurance contract on their behalf, including handling and processing claims payments. We will notify you if your insurance contract is placed under a delegated authority, as when conducting these activities, we will also be acting on behalf of insurers and not solely as your independent agent.

We may record telephone calls for training purposes and for your and our protection.

Scope of Our Recommendations

We will ask questions to enable us to help identify your insurance requirements; this may include checking information that we already hold about you and your existing insurance arrangements with us and other parties.

Unless stated otherwise we will make a personal recommendation to you as the most suitable based upon our assessment of your needs and our experience of dealing with similar risks. This may or may not always be on the basis of a fair and personal analysis of the market (see below).

The recommendation will include a summary of our assessment together with type of policy and cover proposed and the associated cost.

We will undertake to provide you with details of the main features of the product and services, which we will offer. Where we are making a personal recommendation based on a fair and personal analysis of the market, this will involve an assessment of a sufficient number of target market products, their product features, the premium and the service provided by the insurer.

We are not under a contractual obligation to do so, but on occasion, we may only be able to offer the products from a single insurer or from a panel of insurers at which time we will provide you with a list of the insurers concerned prior to the conclusion of your insurance arrangements.

If we propose using another intermediary to help to place your business, we will also advise you accordingly. Where we declare that we are not providing a personal recommendation we will simply provide you with information (with no advice) to enable you to make an informed decision on how you wish to proceed.

Conflict of Interest

Circumstances may arise where we may have a potential conflict of interest between us and you or between you and another of our clients.

For example, we may arrange insurance for you through Touchstone Underwriting Ltd which is a wholly owned Managed General Agency of Seventeen Group Ltd, who also own James Hallam Ltd.

We operate conflict management policies and procedures which are designed to prevent any conflict of interest adversely affecting or compromising your interest. In such instances we will always act in your best interests when arranging such cover.

If you wish to discuss this arrangement, please contact us.

Legal matters

Law and Jurisdiction

These Terms of Business are governed by and in accordance with the laws and jurisdiction of England and Wales. If you are domiciled in a country other than the England or Wales, then the laws or regulations in your country of domicile may take precedence over any relevant English and Welsh legislation. Therefore, references in this document to the FCA or Financial Ombudsman Service (FOS) and any rights or benefits may not apply.

Limitation and Exclusion of Liability

Unless we have otherwise agreed with you in writing our liability to you (whether in contract or tort including negligence) will in all circumstances be limited up to £10,000,000 per any one claim and also in the aggregate.

Notwithstanding the preceding paragraph we shall not be liable to you under any circumstance for any loss of profit, indirect loss or consequential loss whatsoever.

This exclusion and limitation will not apply in respect of our liability:

- i. arising from any fraudulent act or
- ii. for death or personal injury arising from our negligence or
- iii. from any duty or obligation owed to you under any statutory or regulatory stipulation.

Severability

If any provision of these Terms of Business is found to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms of Business and the remainder of the provision in question will not be affected.

Assignment

We are entitled to assign the benefits of these Terms of Business (but not the burdens as set out in these Terms of Business) to any other company within the Group of Companies of which we are part of but then only for so long as such the Company remains a member of the said Group. We are entitled to transfer Client Monies to a similar bank account held in the name of any other company within the Group of Companies of which we are a part but then only for so long as such Company remains a member of such Group.

Client and Insurer Money

Prior to your premium being paid to the insurer, and for your protection, we hold your money as an agent of the insurer, (termed risk transfer) in which case your policy is then treated by the insurer as being paid for, and the premium being held in a client bank account on trust for you.

The account in which these funds are kept is a Non-Statutory Trust Account (as defined by the FCA Rules). This means that we may extend credit to other customers from this account.

However, your money will be always protected because of the requirements of FCA rules. We also reserve the right to retain interest earned on this account.

By accepting these Terms of Insurance Business document, you are giving your consent for us to operate in this way.

Rights of Third Parties

Unless otherwise agreed between us in writing, no provision of this Terms of Business is enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person other than you or us.

Equality Act

James Hallam Limited (JHL) abides by the Equality Act 2010 and Worker Protection (Amendment of Equality Act 2010) Act. Policy and procedures are actively in place to protect our employees from sexual, race, sex or disability discrimination and harassment at work (including by third parties).

Information - your obligations

Your Duty of Fair Presentation Under the Insurance Act 2015

You have a Duty of 'Fair Presentation' which means you must:

- Disclose all "material circumstances" which you know or ought to know or, failing that,
- Provide sufficient information to put the underwriter on notice to ask further questions.

This duty applies:

- a) before your cover is placed
- b) when it is renewed
- c) at any time that the cover is changed.

In providing a Fair Presentation you are deemed to know what your senior management knows, what the people arranging the insurance know and ought to know what would reasonably have been revealed by a reasonable search.

There is no longer an exemption from providing information about matters which are subject to a warranty (including any breaches) which should now form part of the fair presentation.

You do not have to disclose information if the insurer already knows it, ought to know it or is presumed to know it, although it is advisable and prudent to disclose such information in any event. The insurer knows what is already known to its underwriter or their agent. The insurer is presumed to know what underwriters writing that class of business should know.

All statements and information disclosed verbally and on proposal forms, statements of fact, claim forms, declarations and other documents should be completed in full, and be true and accurate. Where forms are completed or partially completed on your behalf you should check them for accuracy before signing. If you are in any doubt as to whether a fact is material, you should disclose it.

FAILURE TO COMPLY MAY ENTITLE THE INSURER TO AVOID THE POLICY, IMPOSE ADDITIONAL TERMS OR REDUCE CLAIMS PAYMENTS.

Notification of Changes and Alterations

Please notify us immediately in the event of any change in your circumstances which are detailed in your proposal form or statement of fact.

We would also refer you to the section titled **Your Duty of Fair Presentation** which details your duty to always provide complete and accurate up to date information to your insurers.

Amendments to policies after inception may be arranged upon receipt of your instructions with full details. Cover is subject to acceptance by insurers and the payment of any additional premium required, if applicable.

Please note that any instruction sent by post, electronic mail, apps including but not limited to WhatsApp, text message or via a telephone voicemail message is not deemed to have been received by us until it reaches the relevant personnel in our office. Cover can not be assumed until we have confirmed this to you. We cannot accept responsibility for failures in the postal, electronic or telecommunication systems.

Warranties and subjectivities

It is important that you are clear and understand all the terms which apply to your insurance contracts. It is important that you comply strictly with any warranties and conditions precedent. Failure to do so may entitle the insurer to decline a claim. If you are aware that you are in breach of a warranty, then please keep a record of when this occurred. If you are unable to remedy the breach, then please let us know as soon as possible. A subjectivity in your policy may result in your cover being prejudiced if it is not addressed.

Your Policy

Renewals

Renewals are invited on the basis that there have been no changes to your circumstances or the risk other than those specifically notified to your insurers and for which you have received an acknowledgement and revised documentation. Please see section headed **Notification of Changes and Alterations** which also outlines your duty of care with regards to Disclosure and Fair Presentation.

Insurer Security

Insurers are subject to FCA regulation and are required to have adequate capital resources. We carry out regular due diligence checks on all insurance markets used but cannot guarantee the solvency levels of any individual insurer. Your liability for the premium, whether in full or pro rata, may arise under policies where a participating insurer becomes insolvent. An insolvent insurer may also be unable to meet a proportion or all of any claim made. Consequently, we recommend that when selecting an insurance product, also consider insuring with those firms

with higher credit ratings which also satisfy our requirements. Should you be concerned or require any further information regarding your insurer then we will discuss this with you on request.

Quotations

Quotations are valid until the date cover commences up to a maximum of 30 days, unless otherwise stated. Specimen policy wordings are available upon request.

Documentation

Documentation including your policy schedule and certificate (if applicable) will be issued to you in a timely manner. It is your responsibility to read all documentation upon receipt to ensure that all details are correct and that the cover provided meets with your requirements.

We will arrange cover according to your instructions but only you can identify if this does not meet your intended requirements.

Any query regarding the accuracy of the information shown or any uncertainty over the content should be raised with us immediately.

Incorrect information disclosure or non-disclosure may invalidate your policy cover completely or mean that in the event of a claim all or part of it may not be paid.

Payment of Premium

We must receive your payment, unless it is made by you directly to the insurer, by BACS, cheque, credit or debit card, wire/swift transfers or be in receipt of a completed Direct Debit Mandate (with deposit if required) drawn on a bank or building society or UK financial institution account in the policyholder's name and before cover commences unless we agree otherwise in writing.

We do not accept payment by cash or postal order but a bankers' draft or building society cheque is acceptable if it shows the policyholder's name as account holder.

We have no obligation to fund any premium, taxes or fees (if applicable) on your behalf nor do we have any responsibility for any loss you may suffer as a result of cancellation of insurance cover, or any other prejudicial steps taken as a result of late or non-payment substantially attributable to you. If we decide to retain certain documents whilst awaiting full payment of premium, fees or administration charges we shall provide details of your insurance cover and any information or documents required by law.

We are entitled (but not obliged) without providing notice to you to set off any amounts due to us from you, against any amounts which we may receive on your behalf (i.e. claims moneys, refunded premiums and other sums). Please be aware that full or partial non-payment of a premium or default on a credit agreement may result in the notice of cancellation or lapsing of your policy. You will also be responsible for any collection costs, legal fees and court costs that we may incur in recovering debts due from you.

Payment Verification Procedures

To protect us and our customers from the risk of financial crime we undertake steps to verify payment details at the outset of our relationship and at any time you instruct us to make any changes to your banking or payment details.

We shall not be liable for any losses whatsoever arising from any delays occasioned by the necessary verification of a client's (or other party's) bank account details.

Transferred Business

When we are appointed to service insurance policies other than at their inception or renewal and which were originally arranged by 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 previously 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 provide advice accordingly, as each policy falls due for renewal.

Ending your Relationship with Us

Cancellation

If you wish to cancel your policy, you may do so at any time subject to policy conditions. You may be required to return the policy document and also confirm your instructions in this regard.

You may be entitled to a refund of premium where no claims have been made and or where a minimum and deposit premium has not been charged. Please refer to your insurer policy document which will fully detail the cancellation terms and charges.

Ending your Relationship with Us

Subject to your immediate settlement of any outstanding premiums and fees, you may instruct us to stop acting for you and we will not impose a penalty. Your instructions must be given in writing and will take effect from the date of receipt.

We also reserve the right to cancel this agreement at any time. In any event, we will provide you with at least 7 days' notice in this regard to enable you to make alternative insurance arrangements. Valid reasons may include non-payment of premium or fees, failure to provide requested documentation or information, deliberate failure to comply with terms set out within this Agreement or insurer's documentation, or deliberate misrepresentation or non-disclosure or attempted fraud. **We will notify you of any such termination in writing together with an explanation for our decision if appropriate.**

If our authority to act in connection with your insurance arrangements is terminated (by you or us) you will remain liable to pay for any premium or fee for any transaction concluded prior to the termination. Any transaction in progress at the time of termination will be completed unless we receive written instructions to the contrary. You will also be liable for the payment of any premium or fee which may become due upon completion of any pending transaction.

Claims

We will assist you with advice and guidance when you make a claim under your policy, but it remains your responsibility to have read, understood or queried all documentation upon receipt. All incidents that could possibly give rise to a claim must be notified to us or your insurer in accordance with the terms of your policy and a claim form completed where required. Delay on your part in notifying a claim and/or completing required forms will risk a loss you suffer not being paid or being paid in part only.

You must not in any circumstances admit liability for a loss or agree to any course of action, other than emergency measures carried out to minimise the loss, as you risk a loss you suffer not being paid or being paid in part only. All correspondence, claims, writs, summonses etc. should be forwarded immediately, unanswered, either to us or to your insurer. You are also reminded of your duty to keep all losses and costs arising from an incident to a minimum and that failure to comply with the policy terms and conditions may invalidate cover.

We will remit claims payments received on your behalf to you as soon as practicable after confirmation of receipt of cleared funds in our bank account.

If an insurer becomes insolvent or delays making settlement, we do not accept liability for any unpaid amounts. We reserve the right to charge for our claims service if you request this to extend beyond our appointment to your policy and this will be confirmed in writing before you incur any charge.

If our authority to act in connection with your insurance arrangements is terminated (by you or us) we will immediately cease to handle and manage claims already reported and will be unable to deal with any which may be subsequently incurred.

Data Protection

Processing your Personal Data

In our dealings with you, we will always comply with all applicable Data Protection Legislation (including, as appropriate, the Data Protection Act 2018, the General Data Protection Regulation, any relevant secondary legislation, and any amendments or replacements to any of these). Please ensure that if applicable your directors, employees, contacts and agents are aware of this section on Confidentiality and Data Protection.

We implement generally accepted standards of technology and operational security in order to protect personal data from loss, misuse, or unauthorised alteration or destruction. We will notify you and all relevant individuals promptly in the event of any breach of personal data which might expose you or (if applicable) your directors, employees, contacts or agents to serious risk.

- a) Individuals have the following rights in respect of their personal data held by us:
- b) to access any personal data which we hold on them. This may be obtained by writing or emailing to the Data Privacy Officer [details as shown below]. Where permitted under Data Protection Legislation, a nominal charge may apply for providing the information;
- c) to be provided with information about how their personal data is processed (this information is set out in these Terms of Business); to have their personal data corrected where necessary (they should contact us promptly if they become aware of any incorrect or out-of-date information);
- d) to have their personal data erased in certain circumstances (please refer to the appropriate data protection legislation or consult the Information Commissioner's Office for information or details);
- e) to object to or restrict how their personal data is processed;
- f) to have their personal data transferred to themselves or to another business.

Individuals also have the right to take any complaints about how we process their personal data to the:

Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF
<https://ico.org.uk/concerns> or by calling 0303 123 1113.

For more details, please request a copy of our Privacy Policy which can also be viewed on our website. If you wish to exercise any of your rights [as stated above] or if you have any query in relation to the processing of your Personal Data, please address any correspondence to:

The Privacy Officer, James Hallam Ltd, 10th Floor, 2 Minster Court LONDON EC3R 7BB or
Email us at: privacy@jameshallam.co.uk.

We may collect, use, transfer or store personal data relating to you (applicable to individuals only) or where applicable your directors, employees, contacts and agents where necessary in order to:

- (a) perform insurance contracts with individuals or take steps at an individual's request prior to entering into such a contract;
- (b) exercise our legitimate business interests as an independent insurance broker in order to provide the relevant information and services;
- (c) carry out other functions with express consent (which may be amended or withdrawn at any time by notifying us);
- (d) comply with our legal obligations.

Where you provide personal data relating to any individual you must ensure that you are entitled to do so.

We will use that personal data and may disclose some or all of it to other parties, for the purposes of arranging, placing and administering your insurance. These other parties may include the FCA for compliance matters, insurance companies and other agents for underwriting and claims purposes and credit agencies for premium collections identity checks and anti-fraud protection. We may also monitor and record phone calls in the interests of security and staff training. If you are a Franchisee, Associate, Self-Employed Agent or Licensee, James Hallam Insurance Brokers Ltd may also share policy details, including claims information and non-payment of premium with the Franchisor, Principal, Brand Owner.

We may in addition use personal data for communicating with you about our insurance products and services (and similar products or services provided by us). Communication with you in this regard may include mail, SMS text,

telephone or email. If individuals do not want us to use their information in this way, they should notify us promptly in writing or email to that effect or use the unsubscribe option provided in each communication.

We will never sell personal data or, except as mentioned above, make it available to any third parties without appropriate prior consent (which may be freely amended or withheld) except where required to do so by law or in the event that we sell any part of our business or assets (in which case we may disclose personal data confidentially to the prospective buyer as appropriate in accordance with our legitimate interests in that respect).

Notwithstanding the above, all personal data of a sensitive nature (as defined in the Data Protection Legislation) will be treated as strictly private and confidential.

We will not use or disclose it except either with explicit consent or where we are required to do so for legal or regulatory purposes and/or permitted to do so by the Data Protection Legislation.

In processing personal data for insurance purposes about health or criminal offences, we will only do so to enable us to provide our service to you and because of it being in the public interest.

Our Remuneration / Fees

In return for placing your business with insurers underwriters and or other product providers, we generally receive a commission from them which is a percentage of the annual premium that you are charged.

We may on occasion also receive additional payments from insurers depending upon the volume of our account with them and or the profitability of that account.

For arranging premium instalment facilities, we earn commission from our premium finance provider(s) which is usually a percentage of the interest that you pay. This means that the amount you pay for credit and the overall cost of arranging your insurance will vary according to the interest charged by the lender and the amount of commission we earn. There may be occasions where there is a choice of instalment payment options which may charge different interest rates. Typically, we will not receive any instalment payment commissions from insurers if policies are placed on direct debit instalment arrangements with the insurer. We will only receive commissions from the premium finance providers.

Using premium finance or paying an insurer direct debit arrangement (rather than paying the premium in one amount) makes the overall total cost of the insurance more expensive.

A full breakdown of the cost of your insurance including any administration fee and the cost of credit where applicable will be provided as part of your new business or renewal quotation before you decide whether to proceed.

In any instance where we elect to either charge you a Brokerage Fee in addition to or in lieu of commission, we will confirm to you, prior to the conclusion of your insurance arrangements, the method of the remuneration and the amount of any fees payable by you.

You are entitled at any time to request information regarding any commission which we may have received as a result of us placing your insurance business or arranging premium finance. Please be assured that the way in which we are remunerated will not at any time conflict with our responsibilities to meet your insurance needs and treat you fairly.

Our remuneration in whatever form and in respect of any policy shall be due on the date of inception or renewal of that policy. We shall be entitled to retain all commission and/or agreed fees in respect of the full policy period including where you appoint another intermediary in our place during the currency of the existing policy or where a policy is cancelled after inception or renewal.

Complaints

It is our intention to always provide a high level of service. However, if you have reason to make a complaint about our service, please address any correspondence to:

The Complaints Officer, James Hallam Ltd, 10th Floor, 2 Minster Court LONDON EC3R 7BB or
Email complaints@jameshallam.co.uk.

You may be entitled to refer the matter subsequently to the Financial Ombudsman Service (FOS).

You will be able to do this if you fall within any of the following categories;

- Consumers (private individuals acting for purposes which are wholly or mainly outside that individual's trade, business, craft, or profession)
- Micro-enterprises (businesses employing fewer than 10 persons and with a turnover or annual balance sheet total not exceeding €2 million)
- Other small businesses (with an annual turnover of below £6.5m, and less than 50 employees or with an annual balance sheet total of below £5 million)
- Charities with an annual income of under £6.5 million
- Trustees of a trust with a net asset value of under £5 million

Whether you are so entitled will not affect the promptness and fairness with which we will strive to resolve any complaints. You can contact the FOS by telephone on 0800 023 4567 and further information is available at www.financial-ombudsman.org.uk. If you do decide to refer any matter to the FOS your legal rights will not be affected. (If your complaint cannot be resolved immediately, you may be required to put this in writing for us to investigate further).

A copy of our Complaints Procedure is available on request.

Financial Crime

As an FCA regulated company, we work within its regulatory framework designed to prevent financial crime – such as financial sanctions, money laundering, fraud or bribery and corruption. We may need to seek additional information from you to ensure compliance with these obligations.

We are required to report to the National Crime Agency and / or Serious Fraud Office any evidence or suspicion of financial crime.

Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business, the size of your business and the circumstances of the claim. Insurance advising and arranging is covered for:

- 90% of the claim, without any upper limit;
- 100% of the claim without any upper limit for compulsory classes of insurance (such as Third-Party Motor or Employers Liability); and 'pure protection' contracts, professional indemnity insurance, and general insurance claims arising from the death or incapacity of the policyholder owing to injury, sickness or infirmity, all where the insurance intermediary has failed to pay money to an insurer, pay away money it has received from an insurer, or has failed to take steps to allow the insurer to effect the contract of insurance.

Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 or by visiting www.fscs.org.uk/.

Farmers

ACFE 1122



The specialist motor insurer

ers.com

Contents

Your policy document	3
Our agreement – your insurance.....	3
About ERS	3
Definitions	4
What to do if you need to make a claim	6
Complaints.....	8
Cancellation	9
Cover.....	10
Section 1 – Liability to others	11
Section 2 – Loss of or damage to your vehicle.....	15
Section 3 – Foreign use	23
Section 4 – Medical expenses.....	23
Section 5 – Personal accident benefits	24
Section 6 – Personal belongings.....	24
Section 7 – Loss of keys and replacing locks.....	24
Section 8 – Unauthorised use	25
Section 9 – Unlicensed drivers	25
General terms	25
General exceptions.....	26
General conditions.....	28
Important notices and information	31

Your policy document

Welcome to your ERS policy document. To know exactly what your insurance covers with us, please make sure to read this document carefully. You should read it alongside any schedule, endorsement or certificate you've received from ERS.

If you have any questions about your cover, please contact your broker directly.

This insurance is written in English and any communications we send to you about it will be in English.

The law of England and Wales will apply to this contract unless:

- You and we agree otherwise or
- At the start date of the contract you are a resident of (or in the case of a business, the registered office or principal place of business is in) the Channel Islands or the Isle of Man, in which case the law of that area of jurisdiction will apply

Our agreement – your insurance

The information you or your representative have supplied has been relied upon by us in offering the contract of insurance.

This policy document, certificate of motor insurance, schedule, any schedule of endorsements form the contract of insurance between you (the insured) and us (ERS).

You should read all parts of the contract as one document. Please remember to read the contract carefully, including all terms, conditions and exceptions to ensure it meets your needs.

The contract does not give, or intend to give, rights to anyone else. No-one else has the right to enforce any part of this contract. We may cancel or change any part of the contract without getting anyone else's permission.

Signed for and on the behalf of ERS



Martin Hall

Active Underwriter

About ERS

ERS (Syndicate 218 at Lloyd's) is managed by IQUW Syndicate Management Limited, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. (Registered number 204851).

IQUW Syndicate Management Limited is registered in England and Wales number 426475. The registered office is: 30 Fenchurch Street, London EC3M 3BD



Definitions

The key words and terms that we use in this document

- **Accessories** – parts added to your vehicle that do not affect its performance
- **Approved repairer** – a motor vehicle repairer which is a member of our approved repairer network and is authorised by us to repair the insured vehicle after a valid claim under Section 2 of this insurance
- **Certificate of motor insurance** – a document which is legal evidence of your insurance and which forms part of this document, and which you must read with this document
- **Courtesy car** – a Group B (small standard private car) or PV1 (small car-derived van or similar) vehicle loaned to you by our approved repairer whilst the insured vehicle is being repaired after a valid claim under Section 2 of this insurance
Note: A courtesy car is intended to keep you mobile. It is not necessarily a like for like replacement of your vehicle. All courtesy cars are subject to the driver meeting the terms and conditions of hire from the approved repairer
- **Endorsement** – a change in the terms of the insurance which replaces the standard insurance wording, and is printed on, or issued with, the current schedule and current schedule of endorsements
- **ERS** – is made up of the Lloyd's underwriters who have insured you under this contract. Each underwriter is only legally responsible for their own share of the risk and not for any other's share. You can ask us for the names of the underwriters and the share of the risk each has taken on
- **Excess** – a contribution by you towards a claim under this insurance
- **Market value** – the cost of replacing your vehicle with another one of the same make, model and specification and of similar age, mileage and condition at the time of an accident or loss
- **Period of insurance** – the period of time covered by this insurance (as shown on the schedule) and any further period for which we accept your premium
- **Road** – any place which is a road for the purpose of any compulsory motor insurance law that operates in the United Kingdom
- **Schedule** – the document showing the vehicle we are insuring and the cover which applies
- **Schedule of endorsements** – the document showing endorsements that apply. To be read in conjunction with the policy schedule
- **United Kingdom** – England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands
- **We, us** – ERS
- **You** – the person named as 'the insured' on the schedule, or as 'the policyholder' on any certificate of motor insurance or renewal notice applying to this insurance
- **Your vehicle, the insured vehicle** – any vehicle shown on the schedule or described on the current certificate of motor insurance (and under section 1 only, an attached caravan or trailer)
 - **Agricultural vehicle** – a vehicle (including quad bike and mechanically propelled special plant) used solely for agricultural or forestry purposes
 - **Articulated vehicle** – a commercial vehicle made up of a power unit and one or more semi-trailers
 - **Bus** – a passenger carrying vehicle with 17 or more passenger seats
 - **Car** – any private car, estate car or utility car, but excluding taxi
 - **Coach** – a passenger carrying vehicle with 17 or more passenger seats



- **Commercial vehicle, HGV, (Heavy Goods Vehicle) LCV, (Light Goods Vehicle) Lorry** - any motor vehicle other than a car, coach, minibus or motorcycle. agricultural vehicle, articulated vehicle, bus, motor caravan, taxi, trade plate
- **Motor caravan** - a vehicle designed primarily for leisure purposes that meet the requirements of the DVLA classification, which includes: a table; and fixed: cupboard; sleeping accommodation; water and cooking facilities
- **Motorcycle** - any motorcycle, motorcycle and sidecar or moped
- **Minibus** - a vehicle with between 9 and 16 passenger seats in addition to the driver
- **Taxi** - a car used primarily as a tool of trade for the purpose of transporting fare paying passengers for reward
- **Trade plate** - any vehicle displaying Motor Trade plates for the purposes of testing other people's vehicles on public roads by a registered Motor Trader
- **Trailer** - a trailer, semi-trailer or container used for carrying goods, but which cannot be driven itself, and any agricultural machine or tool designed to be attached to an agricultural vehicle. (This does not include a mechanically driven vehicle)

What to do if you need to make a claim

Nobody likes having to make a claim. But by following these two simple steps you can make sure it goes smoothly:

- You must tell us about any potential claim at the earliest opportunity. If applicable, and it is safe to do so, please call us from the scene of the accident
- Take photographs of any damage to the vehicles involved

Claims and windscreen helpline – 0330 123 5991

- Call this number if you need to report an accident, fire, theft or windscreen claim (if applicable)
- We're open 24 hours a day, 365 days a year. Our expert staff will take down the details and help you get back on the road as soon as possible
- If your claim is due to theft, attempted theft, malicious damage or vandalism, you must also notify the Police and obtain a crime reference number

You can count on us for all this:

- A market-leading customer experience
- A specialist team to handle your claim
- A network of approved suppliers to get you back on the road quickly
- Fraud prevention to keep your premiums low
- Positive handling of third-party claims to keep costs down
- Sophisticated tools to help claims go smoothly

Repairing your vehicle

If your insurance covers damage to your vehicle, we can talk you through the options for getting it repaired.

We'll take care of everything:

- If your vehicle can't be driven we will arrange for roadside recovery
- We'll collect the vehicle from you and deliver it back to you after the repairs
- Repairs will be carried out by a garage in our approved repairer network, provided that's the best option for you
- An expert claim handler will manage your claim for you

We want to get you back on the road as soon as possible.



Keeping your vehicle safe

Please make sure your vehicle is locked and the keys are in a safe place.

Your insurance won't cover loss of your vehicle or its contents by theft or attempted theft, or if it's been taken by an unauthorised person if:

- It was left unlocked or
- It was left with the keys (or any form of keyless entry / ignition control device), in or on it or
- It was left with the windows, roof panel or the roof of a convertible vehicle open (if your vehicle has these) or
- Reasonable precautions were not taken to protect it

If someone makes a claim against you

There are a few simple steps you can take to try to reduce the amount of any claim against you and to protect yourself against fraudulent claims.

Don't apologise or admit it was your fault

Make sure to take the other person's details including:

- Their name, address and contact number
- The registration number and make and model of their vehicle
- Their insurer's name and policy number

Take photos of:

- Any damage to their vehicle
- Any damage to your own vehicle
- The scene of the accident, as long as it's safe to do so

Make a note of:

- Any injuries to anyone involved
- The number of passengers in the other vehicle
- The name, address and contact number of any witnesses
- The name and contact number of any Police officer who attends the scene of the accident
- Any unusual behaviour from the other person and the direction they take when they leave the scene

Complaints

How to make a complaint if things go wrong

Our promise to you

We aim to provide a first class service. If you have any reason to complain about your insurance policy, or us, the complaints procedure is as follows:

The first step is to contact our dedicated complaint handling department who will review your case on behalf of our Chief Executive.

Address: ERS Customer Relations, PO Box 3937, Swindon, SN4 4GW

Tel: 0345 268 0279

Email: complaints@ers.com

If you are not satisfied with our response, you may ask the Complaints department at Lloyd's to review your case.

Address: Complaints Department, Lloyd's, One Lime Street, London EC3M 7HA

Tel: 020 7327 5693

Email: complaints@lloyds.com

Website: lloyds.com/complaints

If you are still not satisfied after contacting Lloyd's, you can refer your complaint to the Financial Ombudsman Service (FOS.)

Address: The Financial Ombudsman Service, Exchange Tower, London E14 9SR

Tel: 0800 023 4567

Email: complaint.info@financial-ombudsman.org.uk

Website: financial-ombudsman.org.uk

This does not affect your right to take legal action.

If you ask someone else to act on your behalf, we will require written authority to allow us to deal with them.

If you have any questions about complaints, please contact the Company Secretary at:

ERS Insurance Group Limited, 30 Fenchurch Street, London EC3M 3BD

Cancellation

“14 Days Cooling off Period”

If this insurance does not meet your needs, you may cancel it, without giving reason, by contacting your broker within 14 days of the policy start date and declare your requirement to cancel.

We will make a charge equal to the period of cover you have had but this will be subject to a minimum amount of **£25** (plus insurance premium tax (IPT) where applicable), except where a claim has happened in the current period of insurance, in which case the full annual premium will be payable to us.

The 14-day period applies to new policies and the renewal of existing policies.

Outside “14 Days Cooling Off Period”

If no claims have been made during the current period of insurance, we will refund the proportional (pro-rata) amount of the premium which applies to the remaining period of insurance, less a premium charge of **£25** (subject to insurance premium tax (IPT) where applicable).

Refunds will be passed to your broker.

If any claim has been made in the current period of insurance, you must pay the full annual premium and you will not be entitled to any refund.

You may cancel this insurance by declaring to your broker, your requirement to cancel.

Where we may cancel your policy

We or your broker may cancel this insurance by sending seven days' notice, in writing, to your last known address.

Your insurance may be cancelled because:

- You have not paid when due, a premium on an instalment plan
- You or anyone else covered by this insurance has not met the terms and conditions of the insurance
- You have not provided documentation requested by us or your broker (such as a copy of your driving licence or evidence of No Claim Bonus)
- A change in your circumstances means we can no longer provide cover
- You misrepresent or fail to disclose information that is relevant to your insurance
- We identify fraud on another associated policy with ERS or
- You harass any member of our staff or show abusive or threatening behaviour towards them

This is not an exhaustive list.

Cover

The insurance cover you have

Your schedule shows you what cover you have. The different types of cover are listed below together with the sections of the policy that apply.

Section name	Comprehensive	Accidental damage Fire & Theft	Accidental damage & Third party only	Third party Fire & theft	Fire & theft	Third party only
Section 1 – Liability to others	✓	✗	✓	✓	✗	✓
Section 2 – Loss of or damage to your vehicle	✓	✓	✓	✓	✓	✗
Accident damage	✓	✓	✓	✗	✗	✗
Malicious damage	✓	✓	✓	✗	✗	✗
Fire	✓	✓	✗	✓	✓	✗
Flood	✓	✓	✓	✗	✗	✗
Theft	✓	✓	✗	✓	✓	✗
Vandalism	✓	✓	✓	✗	✗	✗
Windscreen	✓	✗	✗	✗	✗	✗
Section 3 – Foreign use	✓	✗	✓	✓	✗	✓
Section 4 – Medical expenses	✓	✗	✗	✗	✗	✗
Section 5 – Personal accident	✓	✗	✗	✗	✗	✗
Section 6 – Personal belongings	✓	✗	✗	✗	✗	✗
Section 7 – Loss of keys and replacing locks	✓	✗	✗	✗	✗	✗
Section 8 – Unauthorised use	✓	✗	✓	✓	✗	✓
Section 9 – Unlicensed drivers	✓	✗	✓	✓	✗	✓

The General Terms, Conditions and Exceptions apply to all sections of the policy.

IMPORTANT: You can only have Accidental Damage Fire & Theft cover and Fire & Theft cover if your vehicle is declared SORN (officially off the road) with the DVLA and is not being used.

Section 1 – Liability to others

Driving your vehicle

We will provide insurance for any accident you have while you are driving, using or in charge of your vehicle or while you are loading or unloading it.

We will insure you for all amounts you may legally have to pay for causing death or injury to other people.

The most we will pay for property damage is **£20,000,000** for any claim or claims arising out of one incident.

We will pay up to **£5,000,000** for any costs and expenses arising out of a claim or claims arising from one incident.

If there is a property-damage claim made against more than one person covered by this insurance, we will first deal with any claim made against you.

Driving other cars

We will also provide the cover shown above (if this is shown on your certificate of motor insurance), to drive any private car that you do not own and have not hired under a hire-purchase or leasing agreement - as long as you have the owner's permission to drive the private car.

You are not insured against:

- Any loss or damage to the vehicle you are driving
- Any event which happens outside of the United Kingdom
- Any legal responsibility if you no longer have the insured vehicle
- Any event which happens when this insurance is not in the name of an individual person
- Any legal responsibility unless the vehicle is insured against third party road risks, in its own right or
- Securing the release of a vehicle that has been seized, by or on behalf of the police or any public or local authority

Other people driving or using your vehicle

In the same way you are insured, we will also cover the following people:

- Any person you allow to drive or use your vehicle, as long as this is allowed by your current certificate of motor insurance and has not been excluded by an endorsement, exception or condition
- Any passenger who has an accident while travelling in or getting into or out of the insured vehicle, as long as you ask us to cover the passenger

Legal personal representatives

After the death of anyone who is covered by this insurance, we will deal with any claim made against that person's estate, as long as the claim is covered by this insurance.

Business use (private cars only)

If your certificate of motor insurance allows business use, we will insure your employer or business partner against the events shown above under 'Driving your vehicle' while you are working for that employer or partner, but not while using a vehicle provided by the employer or partner unless that vehicle is shown on your schedule.



Cover for principals

As far as is necessary to meet the requirements of any agreement or contract entered into by you for the performance of work, we will insure the principal at your request - provided the principal complies with the terms and conditions of this insurance in so far as they can apply.

Contingent liability

We will insure you while an employee of yours uses, on your business, a vehicle you do not own or have supplied as long as:

- You have given express permission for the vehicle to be used on your business
- You have taken all reasonable steps to ensure that there is a separate motor insurance policy, in the employee's name, giving you cover for such use and
- There is no cover provided by any other insurance

We will not be liable:

- For any loss or damage to such vehicle or
- To cover any person driving such vehicle

Joint liability

If this document is in the name of more than one person, we will cover each person as if we had sent an individual document to each. We will cover each against the liability of the other, as long as the liability, loss or damage is not covered by any other insurance.

Unauthorised movement

We will insure you in respect of any accident caused by, through or in connection with the movement of any motor vehicle not belonging to you and not in your custody or control, as long as the vehicle is preventing your vehicle from passing and:

- Is being moved by an employee of yours
- Is being moved in connection with your business
- Is not the property of the employee moving it and
- Is not covered by any other insurance covering such accident, damage or loss

Legal costs

In respect of any event which is covered under this section, if we first agree in writing, we will arrange and pay:

- Up to **£35,000** towards your legal fees and expenses for defending legal proceedings, including appeals, and
- Up to **£1,000,000** towards the cost of any prosecution awarded against you arising from any health-and-safety enquiry or criminal proceedings for breaking the:
 - Health and Safety at Work Act 1974
 - Health and Safety at Work (Northern Ireland) Order 1978 or
 - Corporate Manslaughter and Corporate Homicide Act 2007

We will not provide this cover:

- Unless the proceedings relate to an actual or alleged act, failure to act or accident that happens during the period of insurance within the United Kingdom and in connection with your business
- Unless the proceedings relate to an actual or alleged act, failure to act or accident arising from you, or a person on your behalf using, or you having or owning, a motor vehicle or trailer where compulsory insurance or security is required by the Road Traffic Act
- For any proceedings which result from your deliberate act or failure to act or
- Where cover is provided by any other policy

Towing

Under this section we will insure you while any vehicle covered by this insurance is towing a caravan, trailer or a broken-down vehicle (as allowed by law).

We will only provide this cover if:

- The caravan, trailer or broken-down vehicle is properly secured to your vehicle by towing equipment made for the purpose and
- The method of towing the caravan, trailer or broken-down vehicle stays within the manufacturer's recommended towing limits and any other relevant law

We will not pay any claim arising from:

- Loss of or damage to the towed caravan, trailer or broken-down vehicle
- Loss of or damage to any property being carried in or on the towed caravan, trailer or broken-down vehicle
- A caravan, trailer or broken-down vehicle being towed for reward
- Towing more trailers than the number allowed by law or
- If more than one caravan or broken-down vehicle is being towed at any one time

Emergency medical treatment

Where we must provide cover under the Road Traffic Act, we will pay for emergency medical treatment that is needed after an accident involving any vehicle which this insurance covers.

This cover only applies in the United Kingdom and where we must provide it under the Road Traffic Acts.

Cyber Liability Cover

We will pay any amounts you may legally have to pay subject to the limits stated under Section 1 for causing death or bodily injury to other people, or property damage, due to:

1. The use of, or failure of, any application, software or programme in connection with your vehicle (including any driver assistance, safety or security systems);
2. Any computer virus, ransomware, code or software affecting any electronic systems fitted to your vehicle by the original vehicle manufacturer;
3. Any threat, deception or hoax relating to 1 and/or 2 above;

subject to the terms, conditions, limitations and exclusions of this policy.

Exceptions to Section 1

This section of your insurance does not cover the following:

1. Anyone who can claim for the same loss from any other insurance
2. Loss of or damage to property belonging to (or in the care of) anyone we insure and who is making a claim under this part of the insurance
3. Death of or bodily injury to any person arising out of and in the course of their employment by the policyholder or by any other person claiming under this insurance. This does not apply if we need to provide cover due to the requirements of relevant laws
4. Any legal responsibility, unless we need to provide the minimum insurance required by the Road Traffic Act, for claims for death, injury, illness, loss or damage to property arising directly or indirectly from pollution or contamination unless caused by a sudden identifiable unintended and unexpected event.

This exception:

- Relates to contamination or pollution caused directly or indirectly by any substance, liquid, vapour or gas leaking or being released and
- Includes contamination or pollution of any building or other structure, water, land or the air

We will not pay for claims arising directly or indirectly from contamination or pollution if it is caused by any substance, liquid, vapour or gas being deliberately released or leaks caused by the failure to maintain or repair your vehicle, or any part of it.

5. Death, bodily injury or damage arising as a result of loading or unloading your vehicle somewhere other than on the road by anyone apart from the driver or attendant
6. Death, bodily injury or damage arising out of crop spraying

Section 2 – Loss of or damage to your vehicle

This cover only applies to your vehicle

We will insure your vehicle against loss or damage (less any excess that applies) caused by:

- Accidental or malicious damage, flood damage or vandalism
- Fire, lightning, self-ignition and explosion or
- Theft or attempted theft, or taking your vehicle away without your permission

For a claim under this section we will, at our absolute discretion, either:

- Pay for the damage to be repaired
- Pay an amount of cash to replace the lost or damaged item or
- Replace the lost or damaged item

The most we will pay will be either:

- The UK mainland market value of your vehicle as determined by us, immediately before the loss; up to the value shown on your schedule or
- The amount it would cost us to repair your vehicle at an ERS approved repairer or as otherwise agreed by our appointed engineer

whichever is less.

We will not pay the cost of any repair or replacement which improves your vehicle or accessories to a better condition than they were in before the loss or damage. If this happens, you must make a contribution towards the cost of repair or replacement.

We will not pay the VAT element of any claim if you are registered for VAT.

Excesses

If an excess is shown on your schedule, you have agreed to pay that amount for each incident of loss or damage.

If more than one vehicle is insured on your policy and they are involved in the same incident, the excess shown on your schedule will apply to each vehicle separately.

Windscreen damage (comprehensive cover only)

You may claim for damage to your vehicle's windscreen or windows and for any bodywork scratched by broken glass from the window or windscreen. The helpline number is 0330 123 5991.

This benefit does not apply to damaged sun roofs, roof panels, lights or reflectors whether glass or plastic.

The following excesses apply to a windscreen claim but there is no limit on the cost of the windscreen:

Condition	Excess
If your windscreen is repaired by our approved supplier	£10
If your windscreen is replaced by our approved supplier	£75
If your windscreen is repaired or replaced by any other company	£125

If the only claim you make is for broken glass in your vehicle's windscreen or windows, including bodywork scratched by the breakage, it will not affect your No Claim Bonus.

Agricultural vehicles

You must pay the first £50 of any claim regardless of which company carries out the repair or replacement

Extra excesses for young or inexperienced drivers

If your vehicle is damaged while a young or inexperienced driver (including yourself) is driving, you will have to pay the first amount of any claim as shown below. This is on top of any other excess that you may have to pay.

Drivers	Amount
Under 21 years of age	£300
Aged 21 to 24 years	£200
Aged 25 years or over who has a provisional driving licence or has not held, for 12 months or more, a full driving licence issued by the UK or any country which is a member of the European Union.	£200

These amounts do not apply if the loss or damage is caused by fire or theft or where the insured vehicle is an agricultural vehicle.

Recovery and redelivery

After any claim under this section, we will pay the cost of moving your vehicle from the place where the damage happened to the premises of the nearest competent repairer. We will also pay the cost of delivering your vehicle back to you in the United Kingdom after repair.



Do not try to move your vehicle yourself if this could increase the damage. If unnecessary damage is caused as a result of your attempts to move your vehicle, we will not pay any extra cost arising from that damage.

All arrangements for storage of a damaged vehicle must be agreed by us. If you arrange storage without our prior knowledge and consent, we will not pay any extra cost arising from that arrangement where this is greater than the cost we negotiate with our approved supplier.

Repairs

If your vehicle is damaged in any way which is covered by this insurance, you should contact us immediately. We can, if you wish, organise for our approved repairers to repair your vehicle.

Where using our approved repairer for the repair of your vehicle, and your vehicle does not exceed 3.5 tonne gross vehicle weight our approved repairer will:

- Guarantee the repairs for 5 years
- Endeavour to use original equipment manufacturer parts/equipment where feasible
- Supply you with a courtesy car for the duration of the vehicle repair or until your policy expires, whichever is the sooner (where the vehicle involved is covered comprehensively)

If your vehicle cannot be driven safely, you should allow us the opportunity of moving it to the premises of an approved repairer or repairer of your choice if previously agreed by us.

If repairs are completed without our prior knowledge and consent this may affect the amount we pay in final settlement of your claim. In all circumstances, anyone conducting repairs to an insured vehicle should retain the following for our inspection:

- A fully costed estimate
- All damaged parts and
- Images of the damaged areas of the insured vehicle

If you fail to provide all requested information, documentation and evidence of claim damage, we reserve the right not to pay for damages under this section.

If you choose to not use our approved repairer, we will not:

- Be responsible for any delays incurred by the repairer
- Guarantee the provision of a courtesy car
- Guarantee the repairs
- Guarantee the use of original equipment manufacturer paint/parts

We may arrange for your vehicle to go to a repairer of our choice if we cannot reach an agreement with your chosen repairer over costs.

It is not our policy to use recycled or non-original parts and equipment when repairing your vehicle, although on occasion it may be necessary.

Total loss

When deciding whether your vehicle is a total loss, we use the Association of British Insurers (ABI) Code of Practice for the Disposal of Motor Vehicle Salvage.

We alone will determine:

- When an insured vehicle is deemed a total loss
- The market value of the insured vehicle, and where applicable
- Any salvage value of that insured vehicle

In the event that we deem your vehicle a total loss, due to it being uneconomical to repair or subject to an unrecovered theft, we will, unless you qualify for a new replacement car benefit, offer an amount in settlement of the claim.

The insurance cover for that insured vehicle will end when you accept that offer.

You will not receive a refund of premium if your insurance ends due to the total loss of your vehicle.

If your insurance covers more than one vehicle, cover will remain in force for any vehicles that have not been declared a total loss.

If the insured vehicle is owned by someone else, we will discuss the valuation and payments directly with the vehicle owner rather than with you.

When we determine the value of the insured vehicle, we will take into account any discount on the manufacturer's recommended retail price received at the point of purchase.

Our offer will not exceed the amount shown on schedule.

Once we have made a payment, the insured vehicle becomes our property unless we agree otherwise.

Vehicles subject to a finance agreement

If the market value we place upon the insured vehicle is equal to or greater than the amount owed to the finance company:

We will pay the finance company first and then settle the balance with the legal owner of the insured vehicle.

If the market value placed upon the insured vehicle is less than the amount owed to the finance company:

We will pay the finance company the market value of the insured vehicle. You may be required by the finance company to pay them the balance, subject to the terms of your agreement with them.

Vehicles subject to a lease / hire agreement – no legal right to title

If the market value we place upon the insured vehicle is greater than the amount owed to the lease / hire company, we will pay them only the amount of the outstanding finance, which will settle the claim in full.

If the market value we place upon the insured vehicle is less than the amount owed, the amount we pay to the lease / hire company will settle the claim, and you may be required by the lease / hire company to pay them the balance, subject to the terms of your agreement with them.

Vehicles subject to a lease / hire agreement – legal right to title or proceeds of sale

We will pay the lease / hire company the market value of the vehicle, which will settle the claim in full. Any transfer of legal title or distribution of the proceeds of the vehicle should be taken up directly with the lease / hire company in line with the specific terms of your agreement.

Salvage

Where applicable, your vehicle will have a salvage category placed upon it, in line with the ABI Code of Practice.

Only vehicles deemed eligible to go back on the road can be considered for retention. If retention is granted, the value of the salvage, as determined by us, will be deducted from the settlement.

At the point of payment the vehicle will become our property unless we agree otherwise.

If your vehicle has been subject to an insurance write off (total loss), you must be able to evidence the vehicle has been restored to a roadworthy condition.

In the event of the insured vehicle being subject to another claim, we will request documentary evidence of repairs and other documentation that we may require, to evidence, and to satisfy us, that the insured vehicle has been maintained in a roadworthy condition, otherwise the valuation will be affected.

If we ask, you must send us your vehicle registration document (V5c), MOT certificate (if applicable), the purchase receipt for the vehicle, all keys and any other relevant documentation before we agree to settle the claim.

New vehicle replacement (commercial vehicles and cars only)

If your vehicle is a private car or a commercial vehicle with a gross vehicle weight of 3.5 tonnes or less, we will replace it with a new one of the same make, model and specification (if one is available) if it is less than one year old from the date of you buying it new and:

- The cost of repairing any damage (that is covered by this insurance) is more than 50% of the manufacturer's recommended retail price (including taxes) or
- It is lost by theft or is stolen and not recovered

If a car is not available, we will pay an amount equal to that which was paid when you bought your vehicle or the current manufacturer's Recommended Retail Price (including taxes), whichever is less. The lost or damaged car will then belong to us.

We will only provide this benefit if you ask for it and anyone who has a financial interest in the car agrees.

Audio, visual, communication, guidance or tracking equipment

The cover provided by this policy includes loss of, or damage to, permanently fitted audio, visual, communication, guidance or tracking equipment that formed part of your vehicle when it was originally made.

We will pay up to **£500** for any permanently fitted equipment that was not part of your vehicle when it was originally made.

We will also provide cover up to **£20,000** for accessories and spare parts (including GPS navigation systems) which relate directly to the function of your Agricultural Vehicle. This includes cover whilst they are temporarily removed from the vehicle. The value of this equipment must be included within the value of the vehicle as declared in the schedule.

When your vehicle is being serviced

The cover provided under this section will still apply when your vehicle is being serviced or repaired. While your vehicle is in the hands of the motor trade for a service or repair, we ignore any restrictions on driving or use (as shown on your certificate of motor insurance).

Articulated vehicles

If your vehicle is articulated, we will also insure any semi-trailer against loss or damage while it is attached or detached from your vehicle, during the course of a journey.

If the combined value of the power unit and semi-trailer is greater than the last total value of your vehicle you told us about (and we accepted) we will only pay the value shown in your schedule.

Agricultural trailers

Where your vehicle is either: an agricultural vehicle, a car or commercial vehicle, we will provide cover for any trailer which is used only for agricultural or forestry purposes, and which is owned or controlled by you or for which you are legally responsible, against loss or damage, while it is either attached to, or detached from, your vehicle.

We will not pay any claim arising from the following:

- Loss of or damage to any property being carried in or on the trailer
- Loss of or damage to any property being loaded onto or unloaded from the trailer
- Loss of or damage to any caravan or trailer carrying liquid fuel, unless we agree otherwise

We will only provide this cover if the way you are towing the trailer keeps to the manufacturer's instructions and any relevant law.

Exceptions to Section 2

This section of your insurance does not cover the following:

1. The amount of any excess shown on your schedule
2. Any amount as compensation for you not being able to use your vehicle (including the cost of hiring another vehicle)
3. Wear and tear
4. Failures, breakdowns or breakages of mechanical, electrical, electronic or computer equipment
5. Your vehicle's value reducing, including loss of value as a result of damage, whether the damage is repaired or not
6. Repairs or replacements which improve the condition of your vehicle
7. Damage to tyres, unless caused by an accident to your vehicle
8. Damage due to liquid freezing in the cooling system, unless you have taken reasonable precautions as laid down by the vehicle manufacturer's instructions
9. Loss of or damage to accessories unless they are permanently attached to your vehicle
10. Any amount over the last-known list price of any part or accessory or the cost of fitting any part or accessory if the vehicle manufacturer or its agent cannot supply it from stock held in the United Kingdom. (This exception does not apply where any applicable part or accessory is no longer commercially available from the vehicle manufacturer or their agents in the United Kingdom)
11. Loss of or damage to your vehicle as a result of deception
12. Loss resulting from repossessing your vehicle and returning it to its rightful owner
13. Loss of or damage to your vehicle or its contents by theft or attempted theft or an unauthorised person taking and driving it if:
 - It has been left unlocked
 - It has been left with the keys (or any form of keyless entry / ignition control device), in it or on it
 - It has been left with the windows, roof panel or the roof of a convertible vehicle open or
 - You have not taken reasonable precautions to protect it
14. Loss of or damage to your vehicle resulting from an unnamed co-driver, member of your immediate family, or a person living in your home, taking your vehicle without your permission, unless that person is convicted of theft
15. Loss of or damage to any vehicle which you are driving or using that does not belong to you, is not being bought by you under a hire-purchase agreement or is leased to you (unless that vehicle is shown on your schedule)

16. Loss of fuel
17. Loss or damage due to confiscation, requisition or destruction by or under the order of any government, public or local authority
18. Loss, theft, damage, impairment, disablement or loss of use of your vehicle caused by:
 - a) the use of, or failure of, any application, software, or programme in connection with your vehicle, including driver assistance, safety, security, infotainment or software updates whether authorised or unauthorised;
 - b) the use of, or failure of, any electronic device connected to your vehicle (for example smartphones, tablets or smartwatches used for navigation, infotainment or any other purpose);
 - c) any computer virus, ransomware, code or software;
 - d) theft of, loss of access to, or damage to, any telematic device or any electronic data (for example files, music or images) wherever it is stored;
 - e) any threat, deception or hoax relating to a), b), c), and/or d) above.

Section 3 – Foreign use

We will provide the minimum insurance needed by the relevant law to allow you to use your vehicle:

- In any country which is a member of the European Union and
- In any other countries which have made arrangements to meet the insurance conditions of, and are approved by, the Commission of the European Union
- While your vehicle is being transported (including loading and unloading), between ports in countries where you have cover, as long as your vehicle is being transported by rail or by a recognised sea route of not more than 65 hours

Commercial vehicles and private cars

If your vehicle is a private car or commercial vehicle with a gross vehicle weight of 3.5 tonnes or less, we will provide the cover shown in your schedule when you visit any country which is a member of the European Union, Andorra, Iceland, Norway, Serbia or Switzerland (including Liechtenstein).

There is no limit on the number of trips you make in any period of insurance but each trip must be for no more than 60 days.

This cover only applies if your visit to these countries is temporary and your permanent home is in the United Kingdom.

Extra cover

If you want to travel to any other country, or want full policy cover when you travel abroad, you must contact your broker.

If we agree to extend your cover, and you pay any extra premium that we ask for; we will extend your insurance to apply in any country for which we have agreed to provide cover.

Customs duty and other charges

If your vehicle suffers any loss or damage covered by this insurance, and your vehicle is in any country for which we have agreed to provide cover, we will:

- Refund any customs duty you have to pay after temporarily importing your vehicle into any of the countries where you have cover
- Refund any general average contributions and salvage charges you may have to pay while your vehicle is being transported by a recognised sea route and
- Pay the cost of delivering your vehicle to you at your address in the United Kingdom after the repairs have been made if your vehicle cannot be driven because of any loss or damage

Section 4 – Medical expenses

We will pay up to **£500** for each person for the medical expenses of anyone who is injured while they are in your vehicle as a result of an accident involving your vehicle.

You will not have to pay an excess for any claim under this section.

Section 5 – Personal accident benefits

If the driver of the insured vehicle is accidentally killed or injured while getting into, travelling in or getting out of the vehicle we will pay **£10,000** for:

- Death
- Total and permanent loss of sight in one or both eyes
- Loss of one or more limbs
- We will only pay this amount if the cause of the death or injury is an accident involving the insured vehicle and the death or injury happens within 3 months of the accident. Payment will be made direct to the injured person or to their legal representative

We will not pay

- More than **£10,000** in any period of insurance
- For injury arising from suicide or attempted suicide
- For death or injury to any person convicted of driving while under the influence of drink or drugs at the time of the accident or
- For death of or injury to any person not wearing a seat belt when they have to by law

Section 6 – Personal belongings

We will pay up to **£500** for personal belongings in or on your vehicle if they are lost or damaged because of an accident, fire, theft or attempted theft.

This personal belongings cover does not apply to:

- Money, stamps, tickets and documents
- Goods or samples connected with the work of any driver or passenger
- Property insured under any other contract
- Wear and tear
- Property that was not reasonably protected

You will not have to pay an excess for any claim under this section.

Section 7 – Loss of keys and replacing locks

We will pay up to **£1,000** if the keys for your vehicle are lost or stolen and have not been recovered. We will pay the cost of replacing the entry key and transponders, ignition and steering locks that can be opened or operated with the lost items. This applies as long as:

- You let the Police know about the loss as soon as it is discovered and
- The address where your vehicle is kept would be known to any person who has your keys or lock transponder

You will not have to pay an excess for any claim under this section and it will not affect your No Claims Bonus.

Section 8 – Unauthorised use

The insurance provided by this document will apply if an employee of yours uses your vehicle without authority but we will not be liable to cover your employee.

Section 9 – Unlicensed drivers

We will insure an unlicensed driver under this document when a licence is not required by law.

General terms

Extra matters to bear in mind

No Claim Bonus

This insurance does not use a No Claims Bonus scale for the purposes of rate setting.

A No Claims Bonus cannot be earned under this insurance.

Changing or adding a vehicle to this insurance

If you change the vehicle covered by this insurance or need cover for an extra vehicle (including a temporary vehicle), please contact your broker to discuss your requirements. If cover is agreed, your broker will let you know about any change in premium and arrange for a new set of policy documents to be issued.

Payments for journeys (car sharing – private cars only)

You can accept payments from passengers in your vehicle if you are giving them a lift for social or other similar purposes. Accepting these payments will not affect your insurance cover if:

- Your vehicle cannot carry more than nine people (including the driver)
- You are not carrying the passengers in the course of a business of carrying passengers and
- The total of the payments you receive for the journey does not provide a profit

General exceptions

These general exceptions apply to the whole insurance

Your insurance does not cover you for:

Drivers and use

Any legal responsibility, loss or damage (direct or indirect) arising while any vehicle covered by this insurance is being:

- Used for a purpose for which your vehicle is not insured
- Driven by or is in the charge of anyone (including you) who is not mentioned on the certificate of motor insurance as a person entitled to drive or who is excluded by an endorsement
- Driven by or is in the charge of anyone (including you) who is disqualified from driving, does not hold a valid driving licence in line with current law or has never held a licence to drive your vehicle, does not keep to the conditions of their driving licence or is prevented by law from having a licence (unless they do not need a licence by law)
- Used on any race track, race circuit or toll road without a speed limit (such as the Nürburgring)
- Used for racing or pace-making, used in any contest (apart from treasure hunts, road safety and non-competitive rallies) or speed trial or is involved in any rigorous reliability testing

Construction and use

Any legal responsibility, loss or damage (direct or indirect) arising while any vehicle covered by this insurance is being used to carry:

- More passengers than the maximum seating capacity for the insured vehicle as set by the vehicle manufacturer or
- Passengers in a manner likely to affect the safe driving and control of your vehicle or
- Any load which is greater than the maximum carrying capacity as set by the vehicle manufacturer of, if applicable, any plated weight limit of the insured vehicle

Airfields

Any legal responsibility, loss or damage (direct or indirect) arising while any vehicle covered by this insurance is being used in or on a restricted area (areas to which the public do not have free vehicular access) of an airport, airfield or aerodrome. We will not pay for any claim concerning an aircraft within the boundary of the airport, airfield or aerodrome except where we need to provide the minimum insurance required by the Road Traffic Act.

Hazardous goods

Any legal responsibility, loss or damage (direct or indirect) caused by, contributed to or arising from carrying any dangerous substances or goods for which you need a licence from the relevant authority (unless we need to provide cover to meet the minimum insurance needed by law).

Criminal acts

Any legal responsibility for loss or damage (direct or indirect) caused whilst your vehicle is used by anyone insured under this insurance:

- In the course or furtherance of a crime or
- As a means of escape from, or avoidance of lawful apprehension

Deliberate acts

Any legal responsibility for the death of or injury to any person or loss or damage (direct or indirect) caused by a deliberate act or omission to act by anyone insured under this insurance.

Excess

The amount of any excess shown within this policy document and / or on your schedule.

Other contracts

Any legal responsibility, loss or damage (direct or indirect) that:

- Is also covered by any other insurance or
- You have accepted under an agreement or contract unless you would have had that responsibility anyway
- Happens outside the United Kingdom, other than where we have agreed to provide cover (please refer to the Foreign Use section of this policy document)

Jurisdiction

Any proceedings brought against you, or judgment passed in any court outside the United Kingdom, unless the proceedings or judgment arises out of your vehicle being used in a foreign country which we have agreed to extend this insurance to cover.

Earthquake, riot, war and terrorism

Any legal responsibility, loss or damage (direct or indirect) caused by, contributed to or arising from:

- An earthquake
- The result of war, riot, civil commotion, revolution or any similar event elsewhere than in Great Britain, the Channel Islands or the Isle of Man (unless we need to provide cover to meet the minimum insurance needed by law)
- Acts of terrorism, as defined in the UK Terrorism Act 2000, unless we need to provide the minimum insurance required by the Road Traffic Act

Nuclear / radioactive contamination

Any legal responsibility, loss or damage (direct or indirect) caused by, contributed to or arising from:

- Ionising radiation or contamination from any radioactive nuclear fuel, or from any nuclear waste from burning nuclear fuel
- The radioactive, toxic, explosive or other dangerous property of any explosive nuclear equipment or nuclear part of that equipment

Sonic bangs

Any legal responsibility, loss or damage (direct or indirect) caused by, contributed to or arising from pressure waves caused by aircraft or other flying objects.

General conditions

What we expect for your cover to be valid

Your responsibilities

Your premium is based on the information you gave at the start of the insurance and when it is renewed.

You are responsible for the information you or your appointed representative has provided to us. You should ensure that the information provided is, as far as you know, correct and complete.

If you have failed to give us complete and accurate information, this could lead to us changing the terms of your policy, refusing your claim or the insurance not being valid.

You must, if requested, provide us with all relevant information and documentation in relation to this insurance.

The vehicle must have an MOT (unless exempt), be taxed (unless exempt), insured and registered in the UK and you must:

- Take all reasonable steps to protect your vehicle from loss or damage
- Maintain your vehicle in a roadworthy condition and
- Let us examine your vehicle at any reasonable time

If the above requirements are not met, we may reject or reduce your claim, and/or cancel your policy or declare your policy null and void.

Changes to your details

You must tell us immediately about any changes to the information you have already provided. Please contact your broker if you are not sure if information is relevant. If you don't tell us about relevant changes, your insurance may not cover you fully, or at all.

Here are some examples of the changes you should tell us about:

- A change of vehicle (including extra vehicles and any temporary vehicles)
- All changes you or anyone else make to your vehicle if these make your vehicle different from the manufacturer's standard specification (whether the changes are mechanical or cosmetic)
- A change of address
- A change of job, including any part-time work by your named drivers, a change in the type of business or having no work
- A new main user of your vehicle
- Details of any driver that you want to drive who:
 - you have not told us about before
 - is not specifically entitled to drive by the certificate of motor insurance, or
 - is excluded by an endorsement
- Details of any motoring conviction(s), disqualification(s) or fixed-penalty motoring offence(s) of any person allowed to drive or of any prosecution(s) pending (where a case is being investigated but there is no conviction yet) for any motor offence
- Details of any non-motoring conviction or prosecution pending (where a case is being investigated but there is no conviction yet) for any person allowed to drive

- Details of any accident or loss (whether or not you make a claim) involving your vehicle or that happens while you (or anyone who is entitled to drive under this insurance) were driving any other motor vehicle (whether you own the vehicle or not)
- If any driver suffers from a disability or medical condition that must be revealed to the DVLA, whether or not the driving licence has been restricted

Claim notification

After any loss, damage or accident you must give us full details of the incident as soon as possible.

You must send every communication about a claim (including any writ or summons) to us without delay and unanswered. You must also tell us if you know about any future prosecution, coroner's inquest or fatal accident inquiry involving anyone covered by this insurance.

You must give us any information, documentation and help we need to help us deal with your claim. We will only ask for this if it is relevant to your claim.

You must notify us of a claim at the earliest opportunity of it occurring. If you fail to comply with this section, or otherwise prejudice our position, we reserve the right to seek recovery of any additional costs incurred due to your action or failure to act

Claim requirements – rights and obligations

If a claim is made which you or anyone acting on your behalf knows is false, fraudulent, exaggerated, or provides false or stolen documents to support a claim we will not pay the claim and cover under this insurance will end.

If there are a number of claims for property damage arising out of any one cause, we may pay you up to the maximum amount due under Section 1 (less any amounts we have already paid as compensation.). Once we have paid this, we will withdraw from any further action connected with settling these claims. We will cover any legal costs and expenses paid with our permission, up to the time we withdraw from dealing with the claims.

You must not admit to, negotiate on or refuse any claim unless you have our permission.

We can:

- Take-over, carry out, defend or settle any claim and
- Take proceedings (which we will pay for, and for our own benefit) to recover any payment we have made under this insurance

We will take this action in your name or in the name of anyone else covered by this insurance.

You, or the person whose name we use, must co-operate with us on any matter which affects this insurance.

If we refuse to provide cover because you have failed to provide information or provided incorrect information, but we have a legal responsibility to pay a claim under the Road Traffic Acts, we can settle the claim or judgment without affecting our position under this policy. We can recover any payments that we make from you.

If you fail to provide all requested information, documentation and evidence of claim damage, we reserve the right not to pay for damages under Section 2 of this policy document.

Compulsory Insurance laws

If we are required to settle a claim in order to comply with the law applying to any country in which this policy operates, and which we would not otherwise be required to pay because of a breach of policy conditions, we shall be entitled to recover the amount paid and any associated costs, from either yourself or the person who incurred the liability.

Arbitration

If we accept your claim, but disagree with the claim amount, the matter will be passed to an independent arbitrator (to whom we must both agree). When this happens, the arbitrator must make a decision before you can start proceedings against us.

Misrepresentation

Where we identify: misrepresentation, non-disclosure, fraud, or any attempt to gain an advantage under this insurance to which you are not entitled, we will apply, at our absolute discretion, one or more of the remedies listed below:

- Agree with you to: amend your policy to record the correct information, apply any required change in premium, policy terms and conditions
- Apply any administration costs
- Reject or pay only a proportion of your claim
- Not return to you any premium paid
- Cancel the policy
- Void the policy (which means to treat the policy as though it never existed)

Important notices and information

Data Protection Notice

This section contains important information about your personal details. Please make sure to show it to anyone covered by the policy and ensure they are aware that their personal details may be provided to us.

IQW Syndicate Management Limited is the data controller in respect of your personal information. We will process the details you have given us in line with the UK's Data Protection laws and any other laws that apply. We may work with partner organisations and service providers who are located in other countries, and as a result your information may be processed outside the United Kingdom and the European Economic Area. In all cases we will make sure that your information is adequately protected. Whenever we transfer your personal information out of the United Kingdom we will ensure a similar degree of protection is afforded to it by making sure that adequate safeguards are implemented, including transferring the data to a country that has been deemed to provide an adequate level of protection for personal data, or ensuring the transfer is subject to the standard contractual clauses approved by the European Commission or other contracts or mechanisms which provide equivalent protection.

You can find more information about how we use your personal information on our website:

www.ers.com/policy-pages/privacy-policy

Where we collect your personal information

We might collect personal information about you from:

- You
- Your broker
- Your family members
- Your employer or their representative
- Other companies in the insurance market
- Credit reference agencies
- Anti-fraud databases, sanction lists, court judgement and similar databases
- Government agencies such as the DVLA and HMRC
- The publicly available electoral register
- In the event of a claim, third parties including the other party to the claim, witnesses, experts, loss adjusters, legal advisers and claims handlers
- Other publicly available sources of information including social media

How we use and disclose your personal information

To assess the terms of your insurance contract, or to deal with any claims, we may need to share information like your name, address, date of birth and details such as medical conditions or criminal convictions. The recipients of this information could include (but are not limited to) credit reference agencies, anti-fraud databases, other insurers, underwriters and other group companies who provide administration or support services. For claims handling, the recipients could include (but are not limited to) external claims handlers, loss adjusters, courts, legal and other expert advisers, and third parties who are involved in the claim. More information about these disclosures is set out below.

We purchase reinsurance to protect against the most significant claims made against motor insurance policies issued. Should such a claim arise under your insurance contract, we may disclose to our reinsurance broker and reinsurers, the details of the claim, including all personal and special category data related to the claim. That disclosure is necessary for the management of any reinsurance claim made by us and this practice of spreading risk is standard practice in the insurance market.

The Data Protection laws classify information about your medical conditions, disabilities and criminal convictions as 'special category' personal data which warrants extra protection. We will only share this kind of personal data where it is essential to administer your insurance contract or deal with any claims, or for anti-fraud purposes and will only be used in accordance with appropriate laws and regulations.

Most of the personal information you provide to us is needed for us to assess your request for insurance, to enter into the insurance contract with you and then to administer that contract. Some of the information is collected for fraud prevention purposes, as described below. If we need your consent to use any specific information, we will make that clear at the time we collect the information from you. You are free to withhold your consent or withdraw it at any time, but if you do so it may impact upon our ability to provide insurance or pay claims. Further details about the legal basis for our processing of personal information, and the disclosure we may make, can be found on our website:

www.ers.com/policy-pages/privacy-policy

The personal information we may collect about you

Types of Personal Data	Details
Individual details	Name, address (including proof of address), other contact details such as email and phone numbers, gender, marital status, date and place of birth, nationality, employment status, job title, details of family members including their relationship to you
Identification detail	National insurance number, passport number, driving licence number, other relevant licences
Financial information	Bank account and/or payment details, income and other financial information
Policy information	Information about the quotes you receive and policies you take out
Telematics (where you use this technology)	Details of journeys made, locations, times and dates, driving behaviours and driving patterns
Credit and anti-fraud information	Credit history, credit score, sanctions and criminal offences, including information received from external databases about you
Previous and current claims	Information about previous and current claims (including under other insurance policies) which may include data relating to your health, disabilities, criminal convictions (including motoring offences) and in some cases surveillance reports; also dashcam recordings where this technology is used; also information collected from publicly available sources of information including social media.
Special categories of personal data	Health, disability, criminal convictions (including motoring offences)

Accepting and administering your policy

If you pay your premiums via a credit facility, we may share your information with credit reference agencies and other companies for use in credit decisions, to prevent fraud and to find people who owe money. We share information with other insurers, certain government organisations and other authorised organisations.

Insurance underwriting

We look at the possible risk in relation to your prospective policy (or anyone else involved in the policy) so that we can:

- Consider whether to accept a risk
- Make decisions about providing and dealing with insurance and other related services for you and members of your household
- Set price levels for your policy
- Confirm your identity to prevent money laundering
- Check the claims history for you or any person or property likely to be involved in the policy or a claim at any time. We may do this:
 - When you apply for insurance
 - If there is an accident or a claim or
 - At the time you renew your policy

Profiling

When calculating insurance premiums, we may compare your personal details against industry averages in accordance with applicable laws and regulations. Your personal information may also be used to create the industry averages going forwards. This is known as profiling and is used to ensure premiums reflect risk. Profiling may also be used to assess the information you provide so we can understand risk patterns.

Special categories of personal data may be used for profiling where this is relevant, such as medical history or past motoring convictions (including motoring offences).

We may also make some decisions (for example about whether to offer cover or what the premiums will be) without any intervention by our staff. These are known as automated decisions. You can find out more about how we make these decisions on our website: www.ers.com/policy-pages/privacy-policy. See also “Your Rights” below.

Motor Insurance Database (MID)

Information about your insurance policy will be added to the Motor Insurance Database (MID) which is managed by the Motor Insurers’ Bureau (MIB). Certain government or authorised organisations including the Police, DVLA, DVLNI, Insurance Fraud Bureau and other organisations allowed by law may use the MID and the information stored on it for purposes including:

- Continuous Insurance Enforcement (you can get information about this from the Department of Transport)
- Electronic vehicle licensing
- Law enforcement for the purposes of preventing, detecting, catching or prosecuting offenders and
- Providing government services or other services aimed at reducing the level of uninsured driving

If you are involved in a road-traffic accident (either in the UK, the EEA or certain other territories), insurers or the MIB (or both) may search the MID to gather relevant information. Anyone making a claim for a road-traffic accident (including their appointed representatives and citizens of other countries) may also gather relevant information which is held on the MID.

It is vital that the MID holds your correct registration number. If it is not shown correctly on the MID, you are at risk of having your vehicle seized by the police. You can check that your correct registration number details are shown on the MID at askmid.com.

Managing claims

If you make a claim, we may need to release information to another person or organisation involved in that claim. This includes, but is not restricted to, your broker, your legal representative, others involved in the incident, their insurer, their solicitor or representative and medical teams, authorised repairers, the police or other investigators. We also may have to investigate your claim and conviction history. This may involve external claims handlers, loss adjusters, legal and other expert advisers.

Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) which may or may not result in a claim. When you tell us about an incident, we will pass information relating to it to Insurance Database Services Limited (IDSL).

Call recording

You should note that some telephone calls may be recorded or monitored, for example calls to or from our claims department, customer services team or underwriting department. Call recording and monitoring may be carried out for the following purposes:

- Training and quality control
- As evidence of conversations
- For the prevention or detection of crime (e.g. fraudulent claims)

Preventing or detecting fraud

We will check your information against a range of registers and databases for completeness and accuracy. We may also conduct searches of publicly available sources of information including social media to verify claims and detect and prosecute fraud. We may share your information with law enforcement agencies, legal advisers, investigators, other organisations and public bodies.

If we find that false or inaccurate information has been given to us, or we suspect fraud, we will take appropriate action. If fraud is identified, details will be passed to fraud prevention agencies including the Claims Underwriting Exchange Register and the Motor Insurance Anti-Fraud and Theft Register run by Insurance Database Services Limited (IDSL). Law enforcement agencies may access and use this information.

We and other organisations, including those from other countries, may also access and use this information to prevent fraud and money laundering, for example, when:

- Checking details on applications for credit and credit related or other facilities
- Managing credit and credit related accounts or facilities
- Recovering debt
- Checking details on proposals and claims for all types of insurance
- Checking details of job applicants and employees

Details of the registers, databases and fraud prevention agencies we use may be requested from the Company Secretary at: ERS Insurance Group Limited, 30 Fenchurch Street, London EC3M 3BD

Cheat line

To protect our policyholders, we are members of the Insurance Fraud Bureau (IFB). If you suspect insurance fraud is being committed, you can call them on their confidential cheat line on 0800 422 0421.

Retention

We will keep your personal data only for as long as is necessary for the purpose for which it was collected. In particular, we will retain your information for as long as there is any possibility that either you or we may wish to bring a legal claim under or relating to your insurance, or where we are required to keep your information for legal or regulatory purposes.

Your rights

You have rights under the Data Protection laws including the right to access the information we hold about you (subject to any legal restrictions that may apply), to have the information corrected if it is inaccurate, and to have it updated if it is incomplete. In certain circumstances you may have the right to restrict or object to processing, to receive an electronic copy of your data ("data portability") or to have your data deleted. You can also find out about any automated decisions we make that affect your insurance or premiums.

If you wish to exercise any of your rights, please contact us at:

Data Protection Officer

30 Fenchurch Street

London

EC3M 3BD

Email: dp@ers.com

Further details about all the rights available to you may be found on our website: www.ers.com/policy-pages/privacy-policy

If you are not satisfied with our use of your personal data or our response to any request by you to exercise your rights in relation to your personal data, please contact dp@ers.com

You also have a right to make a complaint to the Information Commissioner:

Information Commissioner's Office

Wycliffe House

Water Lane

Wilmslow

Cheshire

SK9 5AF

Tel: 0303 123 1113 (local rate) or 01625 545745 (national rate)

Email: casework@ico.org.uk



Financial Services Compensation Scheme (FSCS)

As we are members of the Financial Services Compensation Scheme (FSCS), you may be entitled to compensation under the scheme if we cannot pay out all valid claims under this insurance. This depends on the type of policy you have and the circumstances of the claim. The scheme will cover 90% of the claim with no upper limit. For types of insurance you must have by law (such as third party insurance for motor claims), the scheme will cover the whole claim. You can get more information about the scheme from the FSCS via:

Address: Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU

Tel: 0800 678 1100 or 0207 741 4100

Email: enquiries@fscs.org.uk

Web: fscs.org.uk

IN THE EVENT OF AN ACCIDENT

01 Phone us immediately, preferably from the scene of the incident, using the 24 hour helpline number

02 Take photographs of damage to all vehicles and the scene of the accident, if safe to do so

03 Note the number of occupants in the other vehicle(s)

Phone us using the 24 hour helpline number on **0330 123 5991** which will allow us to arrange the following:

- **Roadside recovery for immobile vehicles**
- **Collection and repair if cover is comprehensive**
- **A free loan car or car derived van (subject to policy terms)**

Following the instructions above will help us protect you from fraudulent claims and keep costs to a minimum

Item 10e

REVALUATION OF COUNCIL'S PROPERTIES

Reinstatement Cost Assessment Proposal

Ludlow Town Council.

Prepared by:

Harry Hale | AssocRICS

Commercial Rebuild Valuer - South

Gallagher Risk Management Solutions

6th Floor, Temple Circus House, Bristol BS1 6HG

Tel 07709 843 709

Email: Harry_Hale@ajg.com



Insurance | Risk Management | Consulting

Arthur J. Gallagher Insurance Brokers Limited, registered company number SC108909 whose registered address is Spectrum Building, 55 Blythswood Street, Glasgow, G2 7AT trading as Gallagher Risk Management Solutions ("Gallagher RMS") is pleased to submit this proposal to **Ludlow Town Council**. (the "**Client**") for the Services outlined below.

The valuation is a reinstatement cost for the property identified within the schedule supplied to us by way of a spreadsheet which valuation will be used by you for the purpose of obtaining insurance cover. This will be limited to the property stated on the schedule. When on site if there is an identification of additional building assets that require valuation then the Proposal will have to be amended and agreed prior to the final report being released.

Property/ properties identified

Site	Declared Value
Cemetery Chapel, Henley Road, Ludlow, Shropshire, SY8 1RA	£1,281,359
Cemetery House, Henley Road, Ludlow, Shropshire, SY8 1RA	£417,976
Boathouse and toilets, The Linney, Ludlow, Shropshire, SY8 1EG	£128,820
Toilets, Castle Street, Ludlow, Shropshire, SY8 1AT, £402,067	£402,067
Workforce Depot, Henley Road, Ludlow, Shropshire, SY8 1RA	£226,525
The Buttercross, Mill Street, Ludlow, SY8 1AZ	£3,058,022
The Guildhall, Mill Street, Ludlow, SY8 1AZ	£3,631,406

Basis of assessment:

The reinstatement cost is the cost of rebuilding the property in equivalent construction to a condition equal to but not better or more extensive than its condition when new.

The reinstatement cost assessment will be undertaken in line with the RICS Reinstatement Cost Assessment of Building 3rd Edition. The valuation is not a market valuation.

In carrying out the valuation we will not make any investigations to identify any evidence of subsidence, heave or landslip at or in the vicinity of the property and will assume that no such problems exist. You must notify us if you are or become aware of any such matters affecting or ever having affected the property.

The valuer is an RICS member who adheres to all RICS standards.

Fee Proposed:

The report for the Reinstatement Assessment Report for the above identified property is a fee of **£5,000** (FIVE THOUSAND POUNDS STERLING) plus VAT as applicable

Invoices will be issued with the final report. All invoices must be settled within 14 days of the date of the invoice or as otherwise agreed by both parties.

Intended Users and restrictions on use of the valuation:

All documents and materials produced by us including the valuation must not be disclosed or reproduced in whole or in part to any third party for any purpose other than in connection with acquiring insurance cover for the property, without our prior written consent.

We do not owe or accept any duty of care to any third party including to the brokers and/or insurers used in connection with acquiring insurance cover for the property. We draw to your attention your obligation to make a fair presentation of the risks for which you seek insurance cover and we will have no responsibility for ensuring that you discharge this obligation or for advising you of your obligations in this respect.

Unless you instruct us otherwise, you agree that we may share all information gathered and produced (including the valuation) with our insurance colleagues within Gallagher and our Affiliates (as defined in the

Gallagher Risk Management Solutions Standard Terms and Conditions for the supply of Services) for the purpose of obtaining insurance cover for the property.

Assessment Date:

The valuation will be valid as at the date of the report and it will be assumed that no changes have been made between the date of the inspection of the property and the date of the report. We do not accept any responsibility for increases in the cost of materials and labour due to inflation or otherwise which may affect the valuation.

It is recommended that the valuation is reviewed annually and should not be used or relied upon for any subsequent renewals.

Extent of investigations

The property is being inspected for a reinstatement valuation only. The inspection is visual with no intrusive investigation being undertaken. Some assumption may be made regarding some element of construction which cannot be visually inspected therefore making it difficult to establish the materials.

Internal inspection:

The property will be inspected to gather all relevant information to allow the valuer to undertake the reinstatement cost assessment valuation. Any restriction to the inspection will be identified in the final report.

Contact details will be required to arrange inspection of the properties and to discuss PPE requirements for the inspection.

The property will be inspected in line with the RICS 'Code of Measuring Practice 6th Edition'. If there are any areas which cannot be inspected then assumptions will be made and the reinstatement cost assessment will be provided in accordance with those assumptions.

Information and Research:

The information relied on will be maps, plans, registers and lease information (if appropriate) supplied by you. You are responsible for providing honest and accurate information, documentation and other evidence to us during the course of the valuation period and you acknowledge that we may rely upon it. You will keep us informed of any developments and information which may come to your attention and which may have a bearing on the valuation. We cannot be held responsible for any delays in the providing the valuation arising from your delay or inability to provide information in a timely manner that we have requested.

Other sources of information will be Local Authority planning information, Rightmove, Zoopla, Historic England (if applicable), Valuation Office (rating list entry) information and any generic website searches to gather information about the property.

Building Cost Information Service which is the recognised RICS database along with other Industry Standard Quantity Surveying data.

Limitation of liability:

We refer you to clause 9 of the Standard Terms and Conditions for the Supply of Services which accompany this proposal and which sets out exclusions and limitations of our liability as they apply to the services being provided.

Any additional services that are required by the Client can be arranged and quoted for separately.

We endeavour to issue any written reports within 20 Business Days of the site visit unless agreed otherwise. Unless you instruct us otherwise, you agree that Gallagher RMS may share all information gathered and produced (including any written reports produced) with its insurance colleagues within Gallagher and its Affiliates who arrange your insurance.

Invoices will be issued with the final report. All invoices must be settled within 14 days of the date of the invoice or as otherwise agreed by both parties.

If you wish to discuss this Proposal, please contact Harry Hale or your usual Gallagher contact.

This Proposal will be valid for acceptance within a period of 90 days from its date or such longer period as Gallagher may specify in writing. The Client must confirm that it wishes to accept the Proposal by returning a signed copy of this Proposal to Harry Hale by email to Harry_Hale@aig.com. If you instruct us by email you will be deemed to have accepted and agreed to this proposal and the T&C's.



.....

Signed for and on behalf of

Arthur J. Gallagher Insurance Brokers Limited
Trading as Gallagher RMS

Acceptance of Proposal and Terms and Conditions

As the Client I accept Gallagher RMS' Proposal and Standard Terms and Conditions for the Supply of Services and I confirm that I wish to proceed with the Services outlined in this Proposal.

Authorising Signature.....

Name (please write in block capitals).....

Contact Name..... Telephone No.....

Email Address.....

Order No (if applicable)

Payment Method (terms – within 14 days of receipt of invoice).....

Client Name: Ludlow Town Council.

Client Address: The Guildhall, Mill St, Ludlow SY8 1AZ.

Date of Issue: 14.08.2025.

Date of client's acceptance:

GALLAGHER RISK MANAGEMENT SOLUTIONS
STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

1. DEFINITIONS AND INTERPRETATION

In these Conditions:

1.1 the following words have the following meanings unless inconsistent with the context:

"Affiliate" means any entity which, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party to this agreement, where "control" (inclusive of the terms "controlled by" and "under common control with") has the meaning attributed to it under section 450 of the Corporation Tax Act 2010

"Applicable Law" any laws, regulations, regulatory policies, obligations, guidelines or rules (including binding codes or principles contained in such rules), applicable to the existence or operation of the Contract or the provision of, and payment for, the Services, from time to time;

"Business Day" any day other than a Saturday or Sunday or a public or bank holiday in England and Wales;

"Client" or "individuals" or "you" or "your" the firm, company or individual named in the Proposal;

"Conditions" the standard terms and conditions of supply set out in this document;

"Contract" the contract between Gallagher RMS and the Client for Services formed in accordance with clause 2 comprising the Proposal and these Conditions but excluding (unless otherwise expressly agreed in writing by Gallagher RMS) all documents issued by or on behalf of the Client;

"Contract Period" means the term of the Contract as set out in the Proposal;

"Deliverables" all documents and materials (if any) agreed in the Proposal to be produced by Gallagher RMS relating to the Services in whatever medium including hard copies, tapes and disks or delivered online;

"Data Protection Laws" means all applicable data protection and privacy legislation, regulations and guidance applicable in respect of a party from time to time including, Regulation (EU) 2016 / 679 (the "General Data Protection Regulation" or the "GDPR"), the UK Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 the GDPR as it forms part of the domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018; and any applicable guidance or codes of practice issued by Working Party 29, the UK Information Commissioner, the European Data Protection Board or any applicable Data Protection Regulator from time to time (all as amended, updated or re-enacted from time to time);

"Fees" the fees for the Services pursuant to clause 6 as further set out in the Proposal;

"Gallagher RMS" or "us" or "we" or "our" Arthur J. Gallagher Insurance Brokers Limited (Company Number SC108909) whose registered office is Spectrum Building 55 Blythswood Street, Glasgow, G2 7AT and/or any assignee trading as Gallagher Risk Management Solutions;

"Input Material" all documents, information and materials provided by the Client to Gallagher RMS for the purposes of the Services;

"Intellectual Property Rights" all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade, dress or get- up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

"Online Materials" any materials including fact sheets, bulletins, newsletters and other documents made available to the Client by way of Online Services;

"Online Services" means any Services to be provided by way of access to a portal/website as set out in the Proposal;

"Pre-existing Materials" all documents, information and materials provided by Gallagher RMS relating to the Services which existed prior to the commencement of the Contract and/or which are generic in nature and do not relate exclusively to the Client and/or the Client's business;

"Proposal" the proposal issued by Gallagher RMS to the Client and agreed between the parties;

"Services" the services including the Deliverables to be provided by Gallagher RMS to the Client under the Contract as set out in the Proposal, together with any other services which Gallagher RMS agrees in writing to provide to the Client and reference to the Services includes any of them or any part of them.

1.2 references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced;

1.3 the words "including" and/or "includes" will be construed as if the words without "limitation appear" immediately after them;

1.4 words denoting the singular will include the plural and vice versa and words denoting any gender will include all genders; and

- 1.5 headings are for reference purposes and will not be used to construe or interpret the meaning of the clauses to which they relate.
- 2. FORMATION**
- 2.1 Subject to any variation under clause 14.5, the provision of the Services will be governed by these Conditions, together with the Proposal to the exclusion of all other terms and conditions, including any terms or conditions which the Client purports to apply.
- 2.2 In the event of any conflict or inconsistency between the Proposal and Conditions, the Proposal will prevail.
- 2.3 The Proposal will be valid for acceptance within a period of 90 days from its date or such longer period as Gallagher RMS may specify in writing. The Client must confirm that it wishes to accept the Proposal by returning a signed copy by email to Gallagher RMS. The Services shall commence on such date set out in the Proposal or such date otherwise agreed in writing between the parties.
- 3. SERVICES**
- 3.1 Subject to compliance by the Client with its obligations under clauses 4, 5 and 6, Gallagher RMS shall:
- 3.1.1 provide the Services (including the Deliverables) in accordance in all material respects with the Proposal and the terms of the Contract; and
- 3.1.2 use reasonable endeavours to provide the Services (including the Deliverables) within the timescale or by the date specified in the Proposal or as otherwise agreed between Gallagher RMS and the Client and, in the absence of any specified timescale or date or agreement, within a reasonable period.
- 3.2 Subject to clause 3.3 and 6.5, no change may be made to the Services without the agreement in writing of both parties.
- 3.3 Gallagher RMS may, from time to time and without notice, make any change to the Services which is necessary to comply with any Applicable Laws, or any change which does not materially affect the Services to the Client's detriment.
- 3.4 The Services shall not be deemed to include, whether directly or indirectly, the provision of any legal advice by Gallagher RMS to the Client. The Client should make its own arrangements to take independent legal advice as may be necessary in the circumstances.
- 3.5 Any advice or Deliverables provided by Gallagher RMS in association with its Services do not imply that every possible risk or hazard has been identified, or that no risk or hazard exists. Gallagher RMS specifically disclaims any warranty or representation that compliance with any advice contained in any Deliverables will make any premises or operations safe or healthful, or in compliance with any Applicable Law, rule or regulation. Nothing contained in the Deliverables shall be construed as indicating the existence or availability of coverage under any insurance policy for any property or type of loss or damage.
- 4. ACCESS TO ONLINE SERVICES**
- 4.1 Access to any Online Services ordered by the Client as set out in the Proposal, shall also be governed by any separate terms and conditions which the Client may be required to accept when accessing an Online Service ("**Online T&Cs**"). In the event of any conflict between (a) the terms of these Conditions; and (b) the Online T&Cs, the latter shall prevail in respect of the Online Services.
- 5. CLIENT'S OBLIGATIONS**
- The Client shall:
- 5.1 provide in a timely manner all Input Material required by Gallagher RMS to provide the Services and ensure that it is accurate in all material respects;
- 5.2 provide for Gallagher RMS, its employees, agents partners and sub-contractors in a timely manner and at no charge, adequate, safe and unrestricted access to the Client's premises, data, equipment, systems and other facilities as required by Gallagher RMS for the purposes of providing the Services; co-operate with the Gallagher RMS in all matters related to the Services;
- 5.3 inform Gallagher RMS of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Client's premises;
- 5.4 If Gallagher RMS's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission of the Client or failure or delay by the Client to perform any relevant obligation or provide relevant information or facilities (including any Input Material) ("**Client Default**"):
- 5.4.1 Gallagher RMS shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations to the extent the Client Default prevents or delays Gallagher RMS's performance of such obligations and, if the Services have not been completed within one year from the date on which the Contract was concluded due to Client Default, Gallagher RMS shall be entitled to terminate the Contract, and the full Fees shall be payable by the Client as though the Services had been performed in full;
- 5.4.2 Gallagher RMS shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from Gallagher RMS's failure or delay if a failure or delay arises as set out in clause 5.4; and
- 5.4.3 The Client shall reimburse Gallagher RMS on written demand for any costs or losses or additional expenses sustained or incurred by Gallagher RMS arising directly or indirectly from Client Default.
- 6. FEES AND PAYMENT**
- 6.1 The Proposal shall set out the Fees payable by the Client for the Services.
- 6.2 Fees shall be invoiced at such times and in accordance with the Proposal and the Client will pay each invoice issued by

Gallagher RMS in full and cleared funds within 14 days of the date of receipt of such invoice.

- 6.3 All Fees are exclusive of VAT which shall be payable by the Client in addition to the Fees, at the rate from time to time Applicable Laws, subject to the production of a VAT invoice by Gallagher RMS.
- 6.4 Gallagher RMS may vary the Fees by giving notice to the Client if Gallagher RMS considers the same to be reasonably justified by virtue of any circumstances which were unforeseen by it as at the date of the Proposal or of any material increase in the costs of providing the Services (including as a result of any change to the Services pursuant to clause 3.2 or where Gallagher RMS is prevented from or delayed in providing the Services by reason of any act or omission of the Client, its employees, agents or sub-contractors).
- 6.5 All Fees payable to Gallagher RMS under the Contract will be made in full without any set-off, restriction or condition and without any deduction or withholding for or on account of any counterclaim or any present or future taxes, levies, duties, charges, fees, deductions or withholdings of any nature, unless the Client is required by Applicable Law to make any such deduction or withholding or such deduction or withholding is admitted or agreed in writing by Gallagher RMS. In particular, but without limitation, the Client shall not withhold any sum by reason of any alleged non-conformance of the Services with clause 9.1.
- 6.6 If the Client fails to pay to Gallagher RMS any sum when due then, without prejudice to the other rights, powers and remedies of Gallagher RMS:
 - 6.6.1 that sum will bear interest from the due date for payment in accordance with the Late Payment of Commercial Debts (Interest) Act 1998; and
 - 6.6.2 Gallagher RMS may suspend the provision of the Services until the outstanding amount has been received in full.
- 6.7 Gallagher RMS reserves the right to charge a cancellation fee in the event of cancellation of scheduled training event (where such date has been agreed in writing between the parties). Cancellation of training events must be notified in writing to Gallagher RMS by the Client. Cancellation fees shall apply in the following circumstances and shall be paid within 30 days of receipt of an invoice from Gallagher RMS;
 - 6.7.1 Cancellations/transfers made more than 15 Business Days before date of training event. 10% of Fees will be payable.
 - 6.7.2 Cancellations/transfers made 5-15 Business Days before date of training event: 50% of the Fees will be payable.
 - 6.7.3 Cancellations/transfers made less than 5 Business Days before date of training event: 100% of the Fees will be payable.

7. COMPLAINTS

- 7.1 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 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 Gallagher RMS representative by whatever means is convenient to you.
- 7.2 If you wish to deal with someone wholly independent of the branch or division that has been servicing your business, please contact: 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.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 Gallagher RMS (or its licensors) will retain all ownership, title, copyright and other Intellectual Property Rights in all materials developed, designed or created by us before (including Pre-existing Materials) or during the provision of Services to the Client including systems, methodologies, software, know-how and working papers. Gallagher RMS will also retain all ownership, title, copyright and other Intellectual Property Rights in all reports, written advice or other materials provided by it to the Client (the "Materials"). Subject to the payment by the Client in full of all Fees payable under the Contract, Gallagher RMS grants the Client a non-exclusive, non-transferrable, non-sub-licensable royalty-free licence to use the Materials, solely to the extent necessary to enable the Client to receive the benefit of the Services.
- 8.2 The Client shall not copy and reproduce any Materials or other works created pursuant to the Contract without the prior written consent of Gallagher RMS.

9. WARRANTY AND LIMITATION OF LIABILITY

- 9.1 Gallagher RMS will provide the Services with reasonable care and skill in accordance with generally accepted industry standards.
- 9.2 Except as set out in this clause 9, Gallagher RMS hereby excludes to the fullest extent permissible under the law, all warranties, conditions and other terms implied by statute or common law which, but for such exclusion, would or might subsist in favour of the Client.
- 9.3 Nothing in the Contract excludes or limits the liability of Gallagher RMS for:
 - 9.3.1 death or personal injury caused by Gallagher RMS's negligence or the negligence of its employees, agents and subcontractors;
 - 9.3.2 fraud or fraudulent misrepresentation; or
 - 9.3.3 any matter for which it would be prohibited by Applicable Law for Gallagher RMS to exclude or to attempt to exclude its liability.
- 9.4 Subject to clause 9.3:
 - 9.4.1 Gallagher RMS will not be liable to the Client in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise:
 - 9.4.1.1 where any alleged non-conformance of the Services with these Conditions or the Proposal is as a result

- of Gallagher RMS having complied with the Client's instructions or is otherwise as a result of any failure of the Client to comply with its obligations under the Contract; and/or
- 9.4.1.2 to the extent that any non-conformance with clause 9.1 is attributable to any Input Material or instructions supplied by the Client (including where such Input Material or instructions are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form whether arising from their late arrival or non-arrival or otherwise) or any other act or omission of the Client); and/or
- 9.4.1.3 where the Client has failed to notify Gallagher RMS of any non-conformance or suspected non-conformance with clause 9.1 within 10 (ten) Business Days of the date on which the Services were completed ("**Relevant Date**") where the non-conformance should be reasonably apparent on inspection, or within 10 (ten) Business Days of the same coming to the knowledge of the Client where the non-conformance is not one which should be reasonably apparent on inspection;
- 9.4.2 Gallagher RMS will not be liable to the Client in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise for any loss of profits or any indirect or consequential loss (including pure economic loss, loss of business, depletion of goodwill and like loss) howsoever caused arising out of or in connection with the Contract;
- 9.4.3 the total liability of Gallagher RMS in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise, arising under or in connection with the Contract shall be limited to the sum of £10 (ten) million in aggregate of any and all claims. This clause 9.4.3 is without prejudice to clause 9.4.1 and 9.4.2;
- 9.4.4 each of Gallagher RMS's employees, agents and sub-contractors may rely upon and enforce the exclusions and restrictions of liability in clause 9.4 in that person's own name and for that person's own benefit, as if the words "its employees, agents and sub-contractors" followed the word Gallagher RMS wherever it appears in those clauses.
- 9.5 The Client acknowledges that the above provisions of this clause 9 are reasonable and are reflected in the cost of the Services which would be higher without those provisions, and the Client will accept such risk and/or insure accordingly.
- 10. TERMINATION**
- 10.1 Unless terminated earlier in accordance with the Conditions, the Contract will commence on the Effective Date as defined in the Proposal and terminate automatically on completion of the Services or the end of the Contract Period (if any) set out in the Proposal.
- 10.2 Unless a minimum Contract Period is set out in the Proposal, either party may terminate the Contract by giving no less than 30 days' notice in writing to the other party.
- 10.3 Either party will be entitled to terminate the Contract by notice in writing to the other party ("**Defaulting Party**") if the Defaulting Party:
- 10.3.1 is in material breach of the Contract and, if the breach is capable of remedy, the Defaulting Party fails to remedy such breach within 30 days of service of written notice specifying the breach; or
- 10.3.2 becomes insolvent or enters into any arrangement with its creditors then all monies owed under the contract then become due; or
- 10.3.3 ceases to trade or appears in the reasonable opinion of the party giving notice likely or is threatening to cease to trade within 28 (twenty-eight) days; or
- 10.3.4 suffers any event which is analogous to one specified in clause 10.3.2 or 10.3.3 in another jurisdiction to which the Defaulting Party is subject.
- 10.4 Gallagher RMS will be entitled to terminate the Contract where the Client is in material breach of any other contract between Gallagher RMS and the Client and/or Gallagher RMS has terminated or has grounds to terminate that contract.
- 10.5 On termination of the Contract pursuant to clauses 10.2, 10.3 or 10.4, Gallagher RMS will not be obliged to continue or complete the Services unless it otherwise agrees in writing. The licence of Gallagher RMS's Intellectual Property Rights under 8.1 shall terminate upon termination of the Contract for any reason and any access to Online Services will terminate in accordance with the terms of the Online T&Cs.
- 10.6 The Client shall not, without the prior written consent of Gallagher RMS, at any time during term of the Contract or a period of 12 months following the date of termination or expiry of the Contract, solicit or entice away from Gallagher RMS or employ or attempt to employ any person who is, or has been, engaged as an employee or sub-contractor of Gallagher RMS in the provision of the Services. Any consent given by Gallagher RMS in accordance with this clause 10.6 shall be subject to the Client paying to Gallagher RMS a sum equal to 20% of the then current annual remuneration of Gallagher RMS's employee or sub-contractor (as the case may be).
- 10.7 The termination of any contract howsoever arising is without prejudice to the rights, duties and liabilities of either party accrued prior to termination and the Conditions which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.
- 10.8 As a consequence of termination, without prejudice to any other provision in the Contract, Gallagher RMS shall be entitled to issue an invoice in respect of all Services which have been carried out but not invoiced to the Client as of the date of termination and all such invoices shall become payable immediately upon termination of the Contract.
- 11. DATA PROTECTION AND CONFIDENTIALITY**
- For the purposes of this clause the terms "Data Controller", "Personal Data", "process", "processes" or "processing", or "Data Subject" or "Personal Data Breach" shall be as defined in the Data Protection Laws and "Shared Data" means any Personal Data which a party ("the Data Discloser") provides to the other party (the "Data Recipient") pursuant to the Contract.
- 11.1 The parties acknowledge that, in respect of the Shared Data, each is a separate Data Controller; one party will be the Data Recipient and the other the Data Discloser.
- 11.2 In relation to Shared Data provided by the Data Discloser to the Data Recipient, the Data Discloser shall ensure that;
- 11.2.1 the Shared Data has been obtained by it and transferred to the Data Recipient in accordance with the Data Protection Laws;

- 11.2.2 the Shared Data is accurate and up-to-date;
- 11.2.3 it has provided the Data Subjects of the Shared Data with a fair processing notice in accordance with the Data Protection Laws, which is sufficient in scope and purpose to allow it to transfer the Shared Data to the Data Recipient and its sub-contractors to Process it for the purposes of providing or receiving the Services, and where Gallagher RMS is the Data Recipient such fair processing notice issued by the Data Discloser shall enable Gallagher RMS to use such Shared Data as set forth in its Privacy Notice, available at <https://www.ajg.com/uk/privacy-policy/>; and
- 11.2.4 where required by, and in accordance with, the Data Protection Laws, it has obtained the consent of the Data Subjects to its transfer of the Shared Data to the Data Recipient and to enable the Data Recipient and its sub-contractors to Process the Shared Data for the purposes of providing or receiving the Services;
- 11.3 In relation to the Shared Data received by it, the Data Recipient shall:
 - 11.3.1 comply with the Data Protection Laws; and
 - 11.3.2 implement, maintain and test, appropriate technical and organisational measures to protect the Shared Data from a Personal Data Breach.
- 11.4 Each party shall reasonably co-operate with the other party concerning the other party's compliance with the Data Protection Laws in relation to the Shared Data and any request or investigation by a regulator regarding the Shared Data.
- 11.5 Each party agrees and undertakes that (except to the extent required by Applicable Law) it shall keep confidential and shall use only for the purposes of the Contract all information of a confidential nature (including the other party's prices, operations, processes, know-how, trade secrets and information of commercial value which may become known to that party from the other party, its employees, agents, partners or sub-contractors), unless the information is public knowledge or already known to that party at the time of disclosure or subsequently becomes public knowledge other than by breach of the Contract or subsequently comes lawfully into the possession of that party from a third party. Except to the extent required by law, each party shall restrict disclosure of such confidential material to such of its or its Affiliates' employees, agents, sub-contractors or professional advisors as need to know the same in order to provide the services or fulfil a Party's respective obligations in relation to the agreement or to improve or develop products and services through risk modelling and data analysis and shall ensure that such employees, agents and sub-contractors are subject to obligations of confidentiality corresponding to those, which bind that party.
- 12. ANTI-BRIBERY, CORRUPTION AND FINANCIAL CRIME**
 - 12.1 The Client agrees that it will ensure that at all times it complies with all Applicable Laws, statutes and regulations that apply to the Client relating to anti-bribery and corruption, including the UK Bribery Act 2010 and (if it applies to the Client or any of the Client's group companies) the US Foreign and Corrupt Practices Act 1977. Accordingly, if the Client accepts gifts or hospitality offered to the Client by Gallagher RMS, Gallagher RMS will deem the acceptance to be in accordance with any gifts & hospitality policy the Client may have.
 - 12.2 Gallagher RMS is required to obtain adequate "Know Your Client" information about its clients. In order to prevent bribery, corruption, fraud or other financial crime, Gallagher RMS 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.
 - 12.3 The Client acknowledges and agrees that Gallagher RMS reserves the right to take steps to comply with Applicable Law relating to financial crime or sanctions (and Gallagher RMS will not be liable to the Client for this).
 - 12.4 The Client should advise Gallagher RMS of all of the countries connected to the Services the Client requires. Gallagher RMS reserves the right not to perform obligations under the Contract to the extent that this would be contrary to Gallagher RMS's commercial risk appetite or where performance would be impracticable including, bank policies restricting the processing of payments and/or fees related to such countries or related parties.
 - 12.5 Gallagher RMS is generally restricted from providing services that relate to Cuba and Iran, due to significant difficulties in processing payments and other commercial and reputational considerations.
- 13. FORCE MAJEURE**
 - 13.1 A party shall not be liable for any failure to perform or delay in performance of its obligations under the Contract insofar as the failure is due to an event beyond its reasonable control of either party (including unpredictable adverse weather conditions, national industrial strikes (excluding strikes or labour disputes originated by or involving only the relevant party's (or its agents or subcontractors') workforce or any part of it, war, acts of God, acts of terrorism, floods, earthquakes, or civil disturbance, in each case excludes a failure of the Client's personnel, subcontractors or suppliers (a "Force Majeure Event")), (provided that the relevant party has used all reasonable endeavours to mitigate the effect of any Force Majeure Event).
- 14. GENERAL**
 - 14.1 The Contract is personal to the Client who may not assign, delegate, sub-contract or sub-license all or any of its rights or obligations under the Contract without the prior written consent of Gallagher RMS. Gallagher RMS may assign, delegate or sub-contract all or any of its rights or obligations under the Contract to any person, firm or company.
 - 14.2 No failure or delay by a party in exercising any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same or of some other right, power or remedy.
 - 14.3 If any provision of these clauses are found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable or unenforceable then that provision or part will, to the extent required, be severed from these Conditions and this will not affect any other provisions of these Conditions which will continue in full force and effect.
 - 14.4 Any waiver by a party of any breach of, or any default under, any provision of the Contract by the other party will not be deemed a waiver of any subsequent breach or default and will in no way affect the other provisions of the Contract.
 - 14.5 Except as provided in clauses 3.3 or 6.5, no variation of the Contract shall be valid unless it is in writing and signed by or on behalf of each of the parties.
 - 14.6 The Contract together with the Proposal contains all the terms which the parties have agreed in relation to the Services and supersedes any prior written or verbal agreements, representations or understandings between the parties relating to the Services. The Client acknowledges that it has not relied on any statement, promise or representation made or given by or on

behalf of Gallagher RMS which is not set out in the Contract. Nothing in this clause 14.6 will exclude any liability which one party would otherwise have in respect of any statement or representation it has made fraudulently to the other party.

- 14.7 Except as provided in clause 9.4.4, the Contract is made for the benefit of the parties to it and (where applicable) their respective successors and permitted assignees and is not intended to benefit, or be enforceable, by anyone else.
- 14.8 The parties can vary or rescind the terms of this Contract without the prior consent or agreement of any person.
- 14.9 The formation, existence, construction, performance, validity and all aspects of each Contract (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the law of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.
- 14.10 Any notice in connection with the Contract will be in writing addressed to the other party at its registered office or principal place of business or email address (as the case may be) stated in the Contract (or such other address or email address notified to the other party pursuant to this clause 14.10) and will be delivered by hand, pre-paid first class post (or, if outside the United Kingdom, by prepaid airmail) or email. Each notice will be deemed to have been duly served if delivered by hand, when left at the proper address for service, if delivered by pre- paid first class post, 48 hours after being posted (and, if delivered by airmail, 10 Business Days after being posted), if delivered email on a Business Day prior to 4.00pm, at the time of transmission and otherwise on the next Business Day (times to be local to Gallagher RMS).
- 14.11 Nothing in the Contract is intended, or shall operate, to create a partnership between Gallagher RMS and the Client or to authorise either party to act as agent for the other party.
- 14.12 The Client acknowledges that circumstances may arise where Gallagher RMS has a conflict of interest between Gallagher RMS (including our managers, employees or agents) or another of our group companies and the Client, or between the Client and another of our clients. Gallagher RMS always aim to treat the Client fairly and avoid conflicts of interest. Gallagher RMS never deliberately puts itself in a position where its interests, or its duty to another party, prevent it from discharging its duty to the Client.

The Contract is drawn up in the English language. If the Contract is translated into another language, the English language text shall in any event prevail. Unless otherwise agreed by Gallagher RMS, all communications between the parties will be in the English language.

Arthur J. Gallagher Insurance Brokers Limited is authorised and regulated by the Financial Conduct Authority. Registered Office: Spectrum Building, 7th Floor, 55 Blythswood Street, Glasgow, G2 7AT. Registered in Scotland. Company Number: SC108909. www.ajg.com/uk

©2021 Arthur J. Gallagher & Co. All rights reserved.



Insurance | Risk Management | Consulting

Item 12.

COMMITTEE MEMBERSHIP

Item 13.

SCAFFOLD ASSESSMENT

Gina Wilding

Ludlow Town Council

The Guildhall

Mill St.

Ludlow

SY8 1AZ

ESTIMATE LC.5981.01

30 July 2025

QUANTITY	DETAILS	UNIT PRICE (£)	VAT	NET SUBTOTAL (£)
1	Site visit and brief report on the effectiveness and ongoing requirement for scaffolding to the collapsed section of Ludlow Town Wall behind St Laurence's Church	450.00	20%	450.00
Net Total				450.00
VAT				90.00

GBP Total £540.00

Other Information

Company Registration Number: 15921814

Longmynd Consultants Ltd Terms and Conditions

1. Scope of Services

Longmynd Consultants Ltd specialises in the design and specification of structural elements for primarily both new and existing domestic structures. Our services include inspections and reports on existing structures, particularly those with existing defects or requiring conversion planning approval. We also provide the design and specification of structural elements in accordance with current British and EN Standards, Building Regulations, and relevant Eurocodes.

2. Standards Compliance

All designs and specifications provided by Longmynd Consultants Ltd are carried out in accordance with current British Standards, Eurocodes, and Building Regulations. These include, but are not limited to, BS EN 1990 (Basis of Structural Design), BS EN 1991 (Actions on Structures), BS EN 1992 (Design of Concrete Structures), BS EN 1993 (Design of Steel Structures), and BS EN 1995 (Design of Timber Structures).

3. Quotations and Fees

Written and email quotations will be provided, with net fees quoted plus VAT. Quotations can include fixed fees or hourly rates as appropriate. Site visits or external meetings are charged based on total time incurred (door to door) unless otherwise agreed. A written or emailed acceptance of the quotation is required prior to commencement of work, along with the client's address and contact telephone number, this will then constitute an agreement between both parties.

4. Payment Terms

Invoices will be issued upon completion of designs (which would typically comprise calculations and sketches) or reports. Payment is due within 14 days of the invoice date and our designs and/or reports will not be issued until payment has been received. Late payments will incur interest at a rate of 5% per month. In some cases, a deposit of 50% of the quoted fee may be required before work commences. At present, we are unable to accept payment via cheque or card.

5. Client Responsibilities

Clients or their agents are responsible for providing accurate and complete information regarding their project requirements. This includes supplying necessary architectural drawings and any specialist information. Clients must assume Principal Designer responsibilities under the Construction (Design and Management) Regulations 2015 (CDM 2015).

6. Deliverables and Timelines

Deliverables, including designs and reports, will typically be issued within 3 weeks of receiving acceptance of the quotation and relevant drawings, whichever is later. While reasonable efforts will be made to adhere to this timeframe, Longmynd Consultants Ltd accepts no responsibility for financial losses resulting from delays.

7. Changes and Additional Work

Any changes or additional work requested by the client will be charged at a quoted fee or at a rate agreed upon with the client. However, it should be noted that the Longmynd Consultants Ltd Director's hourly rates are currently £125+VAT.

8. Confidentiality

All client information and project details are treated as confidential. Longmynd Consultants Ltd will not disclose any confidential information to third parties without the client's prior written consent, except as required by law.

9. Liability

Longmynd Consultants Ltd carries professional indemnity insurance and will take all reasonable steps to ensure the quality and accuracy of its work. Our liability for any claim related to our services is limited to ten times the fee paid for those services. We will not be liable for any indirect or consequential losses, including loss of profit or revenue. Liability for bodily injury or death is limited to cases arising from our breach of a duty of care in design, specification, or inspection activities.

10. Intellectual Property

All intellectual property rights in designs, reports, and other documents created by Longmynd Consultants Ltd remain the property of Longmynd Consultants Ltd until full payment is received. Upon payment, the client assumes a non-exclusive license to use these documents for the intended purpose of the project.

11. Sub-Contractors

Any sub-contractors engaged by Longmynd Consultants Ltd will be required to maintain their own professional indemnity insurance and will be bound by a written contract. We take reasonable steps to ensure their compliance with these requirements.

12. Exclusions

Longmynd Consultants Ltd does not undertake construction or erection work and is not responsible for pollution or contamination, the supply or manufacture of products, or the failure of products to perform their intended function. We do not provide cost estimates, financial management or valuations.

13. Cyber and Data Protection

Longmynd Consultants Ltd is not liable for losses arising from cyber incidents or data breaches, except as covered under our professional activities. We comply with data protection regulations and take reasonable steps to protect client data.

14. Termination

Either party may terminate the 'Agreement' upon written notice if the other party commits a material breach of the terms and conditions and fails to remedy the breach within 14 days of notification. Longmynd Consultants Ltd may also terminate the agreement if the client fails to make timely payments.

15. Governing Law

These terms and conditions are governed by and construed in accordance with the laws of England and Wales. Any disputes arising from or in connection with these terms will be subject to the exclusive jurisdiction of the courts of England and Wales.