

Community Renewal Quote

1 message

communityautorenewals@ajg.com <communityautorenewals@ajg.com>
To: clerk@harbertonparishcouncil.org

27 April 2023 at 13:54

Dear Ms Radford,

Quote for your AJG Community Schemes Insurance Policy

Client Name: Harberton Parish Council

Our Ref: 2141025

Your insurance policy is due for renewal shortly and we have pleasure in attaching your recommended renewal quote for Harberton Parish Council, from Hiscox Insurance Company Limited for the period from the 1st June 2023 to the 31st May 2024.

The premium (including IPT and all fees) for the year will be: £634.93.

Our recommendation has been based on your requirements which you disclosed to us previously or in our recent renewal discussions. Please ensure you read through the attached and confirm that it continues to meet your requirements.

We look forward to continuing to provide for your insurance needs, but if you have any questions relating to your insurance arrangements, please do not hesitate to contact Arthur J Gallagher Insurance Brokers Limited on 01483 462860 or via communityrenewals@ajg.com

Kind regards

The Community Renewal Team



Insurance | Risk Management | Consulting

Direct: 01483 462860

communityrenewals@ajg.com

Gallagher

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

www.ajg.com/uk



This email is being sent by a subsidiary of the Arthur J. Gallagher & Co. global group of companies. For details of the registered office, company number and, where applicable, regulated status of our subsidiaries, please visit <https://www.ajg.com/uk/legal-and-regulatory-information>. Your account executive will make clear at the beginning of the relationship which entity is providing services to you, or please refer to your Terms of Business Agreement.

For information on how we use your personal data and how you may exercise your rights in respect of that information, please refer to our Privacy Notice <https://www.ajg.com/uk/privacy-policy/>. If you are providing us with personal data of another individual, you must tell them you are providing this to us and show them a copy of this notice. Please contact me if you do not want to receive direct marketing information from us

This e-mail and any attachments are CONFIDENTIAL and may contain legally privileged information. If you are not the intended recipient of this e-mail message, please telephone or e-mail us immediately, delete this message and do not copy, distribute or use the information in this message or any attachments.

7 attachments



(#1592935843) Notice To Policyholders.pdf

173K



(#1592935848) AJG CommunitySchemes Hiscox Schedule.pdf

146K



(#1592935830) Hiscox - Summary of Change.pdf

103K



(#1592935846) Hiscox Policy Wording.pdf

964K



(#1592935844) Hiscox - Policy Summary.pdf

132K



(#1592935851) AJG CommunitySchemes Hiscox SOF.pdf

83K



(#1592935853) Community – Your Renewal Invitation.pdf

293K

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

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

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

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

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

Type of organisation	Declared population
Parish council	2,500

Your council/organisation: Harberton Parish Council

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

Your activities

<p>Does your council/organisation undertake or organise any activity or fund raising event involving</p> <ul style="list-style-type: none"> any activity in or on water, underground, or more than five metres above the ground any mechanically driven ride or any activity at a speed exceeding 10 mph any nursing or the provision of care for persons with mental disabilities or criminal histories any winter sport - including skiing, ski jumping, ice skating, or the use of any bobsleigh or skeleton gymnastics, trampolining, or the use of any inflatable play equipment including bouncy castles horse riding or any other equestrian activity potholing, caving, mountaineering, rock-climbing, bungee jumping, or any activity that requires the use of any rope the use of any airborne lantern, sky lantern, sky candle, or wish lantern the use of any pyrotechnics or black powder for which a license is required the use of any weapon 	No
<p>Does your council/organisation undertake or organise any kind of race involving</p> <ul style="list-style-type: none"> any activity known to carry an increased risk of personal injury - including any marathon, biathlon, triathlon, iron man or weightlifting competition, mountain bike race or commando challenge any contact sport, or a professional sport of any kind children under the age of sixteen the crossing of water fell running, any kind of endurance or strength test, or an assault or obstacle course the public highway or where the public highway needs to be 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
<p>Does your council/organisation undertake or supervise any work in any of the following locations:</p> <ul style="list-style-type: none"> bridges, viaducts, tunnels, or dams chemical or petrochemical works or oil refineries docks or harbours gas works, fuel storage facilities, or blast furnaces power stations or nuclear plants quarries, mines, or collieries <p>trackside or airside</p>	No
Does your council/organisation have 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

Additional information

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

Your organisation	
Your property	
Your activities	
Your management	



Renewal SCHEDULE

Quote Reference - 112391954

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

INSURANCE DETAILS

Period of insurance :	Continuous cover from 01/06/2023 until the policy is cancelled
Date issued to insured :	27/04/2023
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 :	Harberton Parish Council
Address :	Little Cholwell Totnes TQ9 7RZ
Additional insureds :	There are no Additional Insureds on this policy
Business :	Parish Council
General terms and conditions wording :	11604 WD-HSP-UK-PAC-GTC(4) The General terms and conditions apply to this policy in conjunction with the specific wording detailed in each section below

PREMIUM DETAILS

Annual premium :	£522.26	Annual Tax :	£62.67	Total :	£584.93
------------------	---------	--------------	--------	---------	---------

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

Item description	Excess	Amount Insured
Total Buildings	N/A	£0
Gates and fences	£250	£7,353
Fixed outside equipment	£250	£3,781
Street furniture	£250	£37,260
War memorials	£250	£0
Playground equipment	£250	£1
Sports surfaces	£250	£0
Other surfaces	£250	£0
Rent receivable	£250	

Excess applies to: Each and every loss

Special excesses

Losses from subsidence £1,000 each and every loss

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

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

Endorsements

6351.0 Floating amount insured (Buildings)

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	£622
Civic Regalia	£250	£0
Gardening equipment, plant and machinery	£250	£0
Sports equipment	£250	£0
Rent payable	£250	£0

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

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

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

Renewal SCHEDULE

Exhibitions stands and equipment temporarily elsewhere	£25,000 or 10% of the amount insured for contents, whichever is the less
Defibrillators	£5,000
Bequeathed property	£5,000
Fund raising events	£5,000
Contents kept at home	£25,000 or 10% of the amount insured for contents, whichever is the less
Fraud and dishonesty	£150,000 the aggregate per period of insurance

Endorsements

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

PROPERTY AWAY FROM THE PREMISES

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

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	£10,000
Additional increased costs of working	12 months	£10,000

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

Key person	£400 per week up to a maximum of £10,000 per period of insurance.
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)

Renewal SCHEDULE

Denial of access	£100,000 or the total amount insured for Business interruption, whichever is less
Non-damage denial of access	£100,000 or the total amount insured for Business interruption, whichever is less
Bomb threat	£100,000 or the total amount insured for Business interruption, whichever is less
Suppliers	£100,000 or the total amount insured for Business interruption, whichever is less
Public utilities	£100,000 or the total amount insured for Business interruption, whichever is less
Public authority	£100,000 or the total amount insured for Business interruption, whichever is less
Failure of safety equipment	£100,000 or the total amount insured for Business interruption, whichever is less
Loss of attraction	£100,000 or the total amount insured for Business interruption, whichever is less
Alternative hire costs	£5,000
Equipment breakdown	Not insured

Endorsements

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

EMPLOYERS' LIABILITY

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

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

Criminal defence costs	£100,000 in the aggregate
Terrorism	£5,000,000 in the aggregate

Endorsements

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

PUBLIC AND PRODUCTS LIABILITY

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

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

Renewal SCHEDULE

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-UK-PAC-DO(5)
Insurer	Hiscox Insurance Company Limited
Policy limit	£500,000
Limit applies to	In the aggregate including costs
Legal representation costs	£15,000
Legal representation basis	In the aggregate any one period of insurance
Geographical limits	United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man
Applicable courts	United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man

Endorsements

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

Renewal SCHEDULE

Section wording
Insurer

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

Personal accident

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

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

Death	100% capital benefit amount per person
Loss of one limb	100% capital benefit amount per person
Loss of one eye	100% capital benefit amount per person
Loss of two limbs	100% capital benefit amount per person
Loss of two eyes	100% capital benefit amount per person
Loss of one limb and one eye	100% capital benefit amount per person
Loss of hearing	100% capital benefit amount per person
Loss of speech	100% capital benefit amount per person
Permanent total disablement	100% capital benefit amount per person
Temporary total disablement	£500 per week, up to a maximum of 104 weeks, an excess of 14 days applies
Temporary partial disablement	£500 per week, up to a maximum of 104 weeks, an excess of 14 days applies
Maximum accumulation	£1,000,000 any one loss in the aggregate

Endorsements

6752.0	Amendment of cover: cyber claims and losses
---------------	---

CRISIS CONTAINMENT

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

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

Outside working hours discretionary crisis mitigation costs	£2,000
---	--------

Endorsements

9003.0	Crisis containment provider: Hill Knowlton
---------------	--

Renewal SCHEDULE

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

Clause	6351.0	<p>Floating amount insured (Buildings)</p> <p>The cover under this section for Gates and fences, Fixed outside equipment, Street furniture, War memorials, Playground equipment, Sports surfaces and Other surfaces applies to all locations occupied by you in connection with your activities within the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland. The amount insured is the most we will pay in total for damage to such items however many locations are affected.</p>
---------------	---------------	---

Property – contents clauses in full

Clause	240.3	<p>Minimum security condition</p> <p>We will not make any payment for damage unless the physical security measures at the insured location comply with the following criteria and all devices are put into full and effective operation whenever the premises are closed for business or left unattended:</p> <ol style="list-style-type: none"> 1. The final exit door is secured by: <ol style="list-style-type: none"> a. a rim automatic deadlock conforming to or superior to BS3621; or b. a mortice deadlock conforming to or superior to BS3621; or c. a key operated multi-point locking system having at least three locking bolts. 2. Any other external door or internal door providing access to any part of the building not occupied by you, which is not officially designated a fire exit by the local fire authority, is secured by: <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> a. secured by means of a key-operated locking device; or b. permanently screwed shut. <p>Please note:</p> <ol style="list-style-type: none"> (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: <ol style="list-style-type: none"> 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	<p>Addition of cover - travel expenses</p> <p>The following is added to What is covered, Additional cover:</p> <p>Travel expenses</p> <ol style="list-style-type: none"> 23. We will also pay for: <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> 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
---------------	---------------	---

Renewal SCHEDULE

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	<p>Removal of cover: cyber claims and losses</p> <p>What is covered. Lock replacement, is amended to read as follows:</p> <p>The costs you incur to replace locks and keys necessary to maintain the security of the insured premises or any safes or security control apparatus following theft or loss or misuse of physical security keys occurring during the period of insurance. However this does apply to the unauthorised modification of any digital or electronic locks.</p> <p>What is not covered 1. h. 'a virus or hacker.' is deleted.</p> <p>The following is added to What is not covered:</p> <p>We will not make any payment for damage to, or any loss, cost or expense arising in respect of any item of computer or digital technology which is directly caused by:</p> <ul style="list-style-type: none"> a. a cyber attack or fear or threat of a cyber attack; b. a hacker or fear or threat of a hacker; or c. its digital connectivity to any other item of computer or digital technology which has been directly affected by a cyber attack or hacker. <p>We will however cover any other damage, loss, cost or expense insured under this section which is caused by the cyber attack or hacker.</p> <p>We will not make any payment for damage, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with a computer or digital technology error.</p> <p>We will not make any payment for loss or damage due to your parting with title or possession of property or rights to property prior to receiving payment in full.</p> <p>We will not make any payment for loss arising from any electronic, online or crypto currency, including Bitcoin.</p>
Clause	6349.1	<p>Floating amount insured (Contents)</p> <p>The cover under this section applies to all locations occupied by you in connection with your activities within the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland. The amount insured is the most we will pay in total for damage to your contents however many locations are affected.</p>
Property away from the premises clauses in full		
Clause	65.00	<p>Contents temporarily elsewhere</p> <p>We will not make any payment when such property is temporarily outside the UK unless it is in your care, custody or control at all times or otherwise secured in a locked hotel room or safe, or other similar securely locked room or building.</p>
Clause	6729.0	<p>Removal of cover: cyber claims and losses</p>

Renewal SCHEDULE

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	<p>Removal of cover: cyber claims and losses</p> <p>Where applicable:</p> <p>1. Special definitions for this section, Cyber attack is deleted.</p> <p>2. What is covered, Cyber attack and What is covered, Additional cover, Hacker damage, are deleted.</p> <p>The following is added to What is not covered:</p> <p>We will not make any payment for any interruption to your activities or for any loss, cost, payment or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:</p> <ul style="list-style-type: none"> a. cyber attack; b. hacker; c. computer or digital technology error; d. any fear or threat of a. or c. above; or e. any action taken in controlling, preventing, suppressing, responding or in any way relating to a. to d. above. <p>However:</p> <ul style="list-style-type: none"> i. this exclusion does not apply to What is covered, Financial losses from insured damage; and ii. exclusion c. above does not apply to What is covered, Equipment Breakdown. <p>These amendments i. and ii. above only apply where the applicable insuring clause</p>
--------	--------	--

Renewal SCHEDULE

is incorporated into the Property – Business interruption section of **your policy**.

Clause	6820.0	<p>Amended definition: income Special definitions for this section, Income, is amended to read as follows:</p> <p>Income</p> <p>The total income from your activities carried out from your insured location. This does not include precept income.</p>
Clause	6350.1	<p>Floating amount insured (Business interruption) The cover under this section applies to all locations occupied by you in connection with your activities within the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland. The amount insured is the most we will pay in total for each interruption to your activities however many locations are affected.</p>

Employers' liability clauses in full

Clause	3121.0	<p>Employers Liability Tracing Office (ELTO) – mandatory information required You must provide us with the following information for this section of the policy for each entity insured under this section of the policy:</p> <ol style="list-style-type: none"> 1. Employer name; and 2. Full address of employer including postcode; and 3. HMRC Employer Reference Number (ERN). <p>If any insured entity does not have an ERN, you must provide us with one of the following reasons:</p> <ol style="list-style-type: none"> a. The entity has no employees; or b. All staff employed earn below the current Pay As You Earn (PAYE) threshold; <p>or</p> <ol style="list-style-type: none"> c. The entity is not registered in England, Wales, Scotland or Northern Ireland. <p>You must inform us immediately of any changes to the above information.</p>
Clause	6734.0	<p>Confirmation of cover: cyber claims The following is added to What is covered:</p> <p>Cyber claims</p> <p>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.</p>

Public and products liability clauses in full

Clause	6080.0	<p>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:</p> <ol style="list-style-type: none"> 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;
--------	--------	--

Renewal SCHEDULE

7. and
8. there is appropriate first aid presence on site, in line with the risk assessment document; and
9. 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
10. 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
11. 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
12. any bonfire is kept at least 75 metres away from any premises, car park or storage of any flammable or dangerous material; and
13. there will be no use of accelerants or other flammables on any bonfire; and
14. 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
15. 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**:

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.

Renewal SCHEDULE

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.

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 01/06/2022
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

Renewal SCHEDULE

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.

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**:

Renewal SCHEDULE

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	<p>Amendment of cover: breach of professional duty (DO) What is not covered, Breach of professional duty, is amended to read as follows:</p> <p>Breach of duty to customers</p> <p>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:</p> <ol style="list-style-type: none"> a. legal representation costs or any insurable civil fines or penalties associated with an investigation resulting from the claim; b. any health and safety/manslaughter claim; or c. a claim by any of your shareholders including any shareholder derivative proceedings in your name without your or any insured person's voluntary solicitation, assistance or participation arising from any actual or alleged failure to supervise the performance of any professional services.
---------------	---------------	---

Commercial legal protection (DAS) clauses in full

Clause	524.0	<p>Commercial legal protection Legal Expenses - cover for up to £100,000 DAS legal advice line: Tel. 0117 933 0626 Please quote policy reference TS5/6702387 in all correspondence For the purpose of Commercial Legal Protection, We/Our means DAS Legal Expenses Insurance Company Limited, who provide the cover and manage all claims under that section.</p>
---------------	--------------	---

Crisis containment: endorsements

Clause	6752.0	<p>Amendment of cover: cyber claims and losses The following are added to Special definitions for this section:</p> <p>Computer or digital technology</p> <p>Any programs, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.</p> <p>Computer or digital technology error</p> <p>Any negligent act, error or omission by anyone in the:</p> <ol style="list-style-type: none"> 1. creation, handling, entry, modification or maintenance of; or 2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of any computer or digital technology. <p>Cyber attack</p> <p>Any digital attack or interference, whether by a hacker or otherwise, designed to:</p> <ol style="list-style-type: none"> 1. gain access to;
---------------	---------------	---

Renewal SCHEDULE

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**:

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	<p>Crisis containment provider: Hill & Knowlton Crisis line contact number (24 hours): +44 (0)800 8402783 / +44 (0)1206 711796</p> <p>Crisis containment provider: Hill & Knowlton</p> <p>This contact number will go through to us during working hours, and will go directly to Hill & Knowlton outside of these hours.</p> <p>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.</p>
--------	--------	--

Renewal SCHEDULE

Clauses - applicable to the whole policy

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

Renewal SCHEDULE

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	999.0	Long Term Agreement
---------------	--------------	---------------------

Long term agreement

As used in this endorsement:

- a. Long term agreement shall mean an agreement between you and us for a period of three years. For the duration of the agreement we agree to leave unchanged your annual premium rates and policy details. In return, you agree to renew with us each year for the duration of the agreement.
- b. Annual renewal date shall mean the following date: 31/05/2024
- c. Claims payments and costs shall mean the total of all:
 - i. claims and losses paid; and
 - ii. legal costs and expenses incurred; and
 - iii. new reserves and increases in reserves, during the preceding 12 months.
- d. Income shall mean the total of the gross premiums and any additional premiums, net of any returned premiums for the policy during the preceding 12 months. We and you agree that this policy is subject to a long term agreement beginning on 01/06/2022 and ending on 31/05/2025, provided that:
 - 1. at each annual renewal date the total of all claims payments and costs does not exceed 40% of the income;
 - 2. there are no changes to the material facts concerning your policy; and there are no changes to Insurance Premium Tax during the period of the long term agreement

Renewal SCHEDULE

INFORMATION ABOUT US

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

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

Insurers

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

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

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

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

Private & Confidential

Ms Cat Radford
Harberton Parish Council
Little Cholwell
Harberton
Totnes
Devon
TQ9 7RZ

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

Tel: 01483 462 860

www.ajg.com/uk

27th April 2023

Dear Ms Radford,

Insurance Policy: AJG Community Schemes**Client Name: Harberton Parish Council****Client Reference Number: 2141025****Policy Number:****Effective Date: 01/06/2023**

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.

As a reminder, in order to ensure rate stability, Harberton Parish Council chose to set up a 3 year binding Long Term Agreement (LTA) with Hiscox Insurance Company Limited, with effect from 31/05/2023. This means Harberton Parish Council will commit to keep their policy with Hiscox Insurance Company Limited for the period of the LTA, which will expire on 31/05/2025.

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

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

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

For further information regarding your obligations under the LTA, please see the LTA wording contained within the attached Schedule of Insurance.

Harberton Parish Council Renewal Terms under Long Term Agreement until 31st May 2025

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	£522.26	£62.67	£50.00	£634.93
Total		£522.26	£62.67	£50.00	£634.93

AJG Community Schemes

Your Requirements and Our Recommendations

We have assessed the information about the circumstances that you have provided to us when Harberton Parish Council entered into their long term agreement, to help us to identify your requirements and make recommendation(s). We have based our understanding of your requirements on this information and any additional information provided by Harberton Parish Council in response to our Pre Renewal email.

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 Harberton Parish Council to the levels of cover we have discussed which is summarised in the attached quotation schedule and statement of fact.

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

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

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.

- Contents - Endorsement - Minimum security condition - 240.3
- Contents - Endorsement - Addition of cover (Travel expenses) - 6226.0
- Contents - Endorsement - Removal of cover: cyber claims and losses - 6729.1
- Contents - Endorsement - Floating amount insured (Contents) - 6349.1
- Business Interruption - Endorsement - Amended definition: income - 6820.0
- Business Interruption - Endorsement - Floating amount insured (Business interruption) - 6350.1
- Contents Away from Premises - Endorsement - Contents temporarily elsewhere - 65.00
- Crisis Management - Endorsement - Crisis containment provider: Hill Knowlton - 9003.0
- Employers' Liability - Endorsement - Employers Liability Tracing Office (ELTO) - mandatory information required - 3121.0
- Employers' Liability - Endorsement - Confirmation of cover: cyber claims - 6734.0
- Legal Expenses - Endorsement - Commercial legal protection (charities) - 524.0
- Officials and Trustees - Endorsement - Prior and pending litigation date - 705.4
- Officials and Trustees - Endorsement - Amendment of cover: cyber claims (DO) - 3215.0

- Officials and Trustees - Endorsement - Amendment of cover: breach of professional duty (DO) - 3216.0
- Personal Accident - Endorsement - Amendment of cover: cyber claims and losses - 6752.0
- Public Liability - Endorsement - Firework and bonfire condition endorsement - 6080.0
- Public Liability - Endorsement - Removal of cover: cyber claims - 6735.0
- AJG Community Schemes - Endorsement - Floating amount insured (Buildings) - 6351.0
- AJG Community Schemes - Endorsement - Additional definitions: cyber - 6727.0
- AJG Community Schemes - Endorsement - Commercial assistance & legal advice helpline - 603.1
- AJG Community Schemes - Endorsement - Long Term Agreement - 999.0

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) – Please refer to your invoice for details on how to pay by this method

Next Steps

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

1. Check the attached documents and inform us if anything needs changing
2. Check the cover still meets the needs of Harberton Parish Council
3. Confirm that the policy for Harberton Parish Council should be renewed via communityrenewals@ajg.com or telephone us on 01483 462860 before 1st June 2023
4. Pay for your policy by the renewal date 1st June 2023

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



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.

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)**. A copy 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/privacy-policy/>

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.

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 01483 462860 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 01483 462860 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

Harberton Parish Council
Little Cholwell
Harberton
Totnes
TQ9 7RZ

Client Ref: 2141025
Policy Ref: 112391954
Invoice Date: 27 April 2023

Pro-Forma Invoice

			Amounts (£)	Cost (£)
AJG Community Schemes	Hiscox Insurance Company Limited	Premium	522.26	634.93
	Contract No.: 8188245	Insurance Premium Tax	62.67	
	Term: 01/06/23 - 31/05/24	Total Fees	50.00	
TOTAL				634.93

Payment due on or before effective date.

If you would like to pay by credit/debit card please contact us on .
Payments by **direct bank transfer** should be made to the following account, using reference - 2141025.

Bank: Lloyds Bank Plc
Account Name: AJGIBL GBP CLIENT NST ACCOUNT
Account Number: 19511668
Sort Code: 30-80-12
Swift BIC: LOYDGB21F09
IBAN Number: GB30 LOYD 3080 1219 5116 68
COMMENTS :

**FOR BANK TRANSFER PLEASE QUOTE REFERENCE ON YOUR PAYMENT AND EMAIL
REMITTANCE DETAILS TO UK.Glasgow.AJGIBL.Remittances_@ajg.com**

Arthur J. Gallagher Insurance
Brokers Limited is authorised and
regulated by the Financial Conduct
Authority.

The Financial Conduct Authority
does not regulate all forms of the
products we provide

Blenheim House, 1-2 Bridge Street, Guildford, Surrey, Surrey, GU1 4RY
t: 0141 285 3300 f: 0870 191 6766 w: www.ajg.com/uk

Registered in Scotland: Registration No. SC108909
Registered Office: Spectrum Building, 7th Floor, 55 Blythswood Street, Glasgow G2 7AT
VAT Registration No: GB 484 7462 09



Insurance | Risk Management | Consulting

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



Insurance | Risk Management | Consulting

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

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/.

©2020 Arthur J. Gallagher & Co. All rights reserved

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.

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, 7th Floor, 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 of London.

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.

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.

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. We may also place your insurance using alternative access to insurers, including through our managing general agents, which may include our group managing general agent, Pen Underwriting and our other group companies who may have similar arrangements with insurers.

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 for our services may be by way of:

- a) a fee that we agree in advance with you;
- b) 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; or
- c) administration charges, in addition to any insurance premiums, for administration of your policy, including amending and cancelling any policy.

Payment for our services may be a combination of (a) (b) and (c). We do not intend to apply any commission value to the taxation element of any insurance premium.

Details of any fees/charges, whether applicable under (a), or (c), together with details of services to which these relate and the basis on which these are made, will be declared to you in advance of them being incurred so that you are able to make an informed decision. Where we are not able to provide an actual fee/charge, we will provide you with the basis of calculation of any fee/charge.

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 arranging premium finance.

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.

How do we maintain your privacy?

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/privacy-policy/> 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.

Confidential information

During the course of this agreement we shall both provide the other with information (other than personal information) and each party will treat information received from the other relating to this Agreement as confidential and will not disclose it to any other person not entitled to receive such information except as may be necessary to fulfil their respective obligations in relation to this agreement and except as may be required by applicable law or regulatory authority. For the avoidance of doubt, and always observing the requirement to ensure your information is held in a confidential manner, we shall be entitled to disclose such information relating to you (where necessary) to perform our obligations under this agreement, to insurers or reinsurers, actuaries, auditors, professional agents, advisers or other parties that we may require in order to provide our service to you. This section will not apply to information which was rightfully in the possession of a party prior to this agreement or which is already public knowledge/ becomes so at a future date (otherwise than as a result of a breach of this section) or which is trivial or obvious.

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.

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.

Any interest 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 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 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 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.

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.

We reserve the right to charge an additional or separate fee (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.

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 7th Floor
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

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..

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 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).

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.

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
- b) 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 unless, at the date of this agreement, your registered office or principal place of business is situated in Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case the law of that jurisdiction will apply.

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.