

AGENDA Finance Committee 15th May 2023 _____	2
AGENDA ITEM 5C- Email from Gallagher insurance _____	4
AGENDA ITEM 5c- Insurance schedule from Gallagher _____	6
AGENDA ITEM 5C- Insurance renewal against asset register _____	28
AGENDA ITEM 5c- AJG_CommunitySchemes_Hiscox_SOF _____	29
AGENDA ITEM 5c- Hiscox - Policy Summary _____	34
AGENDA ITEM 5c- Hiscox - Summary of Change _____	38
AGENDA ITEM 5c- Hiscox Policy Wording _____	39
AGENDA ITEM 5c- Hiscox Risk Academy HRA _____	101
AGENDA ITEM 5c- Notice To Policyholders _____	102
AGENDA ITEM 5d- Hiscox - Direct Debit Instruction _____	112
AGENDA ITEM 5d- Insurance quote from Gallagher _____	113
AGENDA ITEM 6- Asset Register for asset value _____	137



MELKSHAM WITHOUT PARISH COUNCIL

Clerk: Mrs Teresa Strange

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Tuesday 9th May 2023

To all members of the Council Finance Committee: Councillor John Glover (Chair of Council & **Chair of Finance Committee**), Councillor David Pafford (Vice Chair of Council), Councillor Alan Baines (**Vice Chair of Finance Committee**), Councillors Richard Wood, Shona Holt, Robert Shea-Simonds & Councillor John Doel

Dear Finance Committee members

You are invited to attend the **Finance Committee meeting** which will be held on **Monday 15th May 2023 at 7.00pm** at **Melksham Without Parish Council Offices (First Floor), Melksham Community Campus, Market Place, SN12 6ES** to consider the agenda below:

TO ACCESS THE MEETING REMOTELY, PLEASE FOLLOW THE ZOOM LINK BELOW. THE LINK WILL ALSO BE POSTED ON THE PARISH COUNCIL WEBSITE WHEN IT GOES LIVE SHORTLY BEFORE 7PM.

Click link here:

<https://us02web.zoom.us/j/2791815985?pwd=Y2x5T25DRIVWVU54UW1YWWE4NkNrZz09>

Or go to www.zoom.us or Phone 0131 4601196 and enter: **Meeting ID: 279 181 5985**
Passcode: 070920. Instructions on how to access Zoom are on the parish council website www.melkshamwithout.co.uk. If you have difficulties accessing the meeting please call (do not text) the out of hours mobile: 07341 474234

To access the agenda online please scan the below QR code.

YOU CAN ACCESS THE AGENDA HERE

Yours sincerely

Teresa Strange, Clerk



Serving rural communities around Melksham

AGENDA

1. **Welcome, Housekeeping and Apologies**
2. To receive **Apologies and approval of reasons given.**
3. a) To receive **Declarations of Interest**
b) To consider for approval any **Dispensation Requests** received by the Clerk and not previously considered.
4. **Public Participation**
5. **Insurance:**
 - a) To note as per the terms of the lease Berryfield Village Hall's building insurance will be included in the parish insurance schedule and the cost element will be charged back to the Berryfield Village Hall Trust Committee
 - b) To note minutes of meeting between officers and insurance broker
 - c) To review and approve Insurance Cover for year commencing 1st June 2023 (including Cyber Security separate policy)
 - d) To consider quotation received for Insurance Cover and recommend appointment of provider
6. **Asset Register:** To note asset register and formally approve Asset value as of 31st March 2023 as part of year end accounting procedure

Copy to: All Councillors

Marianne Rossi

From: [REDACTED]
Sent: 09 May 2023 16:49
To: Teresa Strange
Cc: Marianne Rossi; Lissa Harding
Subject: Melksham Without Parish Council Renewal Quote [Quote Ref: 581044535]
Attachments: (#1599414315) Community - Your Renewal Invitation.pdf; (#1599413259) Notice To Policyholders.pdf; (#1599413258) Hiscox - Summary of Change.pdf; (#1599413257) Hiscox - Policy Summary.pdf; (#1599413255) Hiscox Policy Wording.pdf; (#1599413254) AJG_CommunitySchemes_Hiscox_Schedule.pdf; (#1599413253) AJG_CommunitySchemes_Hiscox_SOF.pdf

Dear Teresa & Marianne,

Quote for your AJG Community Schemes Insurance Policy
Client Name: Melksham Without Parish Council
Our Ref: 2132235

Your insurance policy is due for renewal shortly and we have pleasure in attaching your recommended renewal quote for Melksham Without Parish Council, from Hiscox Insurance Company Limited for the period from the 1st June 2023 to the 31st May 2024.

As discussed in my meeting minutes, the insurance market in general has continued to undergo some big changes over the last 24 months and this has not left the local council sector unaffected. This has resulted in the hardening of rates and terms across the board which mean that this is often reflected in increased premiums.

The insurance sector for local councils has seen a recent increased rating model being introduced by insurers in order to make quoting for councils more sustainable for years to come. This has meant several insurers have withdrawn from quoting for any further local council business.

We have carried out a tender exercise with several insurers and agreed to move forward and work with Hiscox Insurance who have been with us since the early stages so we are confident they know and understand the sector.

This is also part of the reason we are recommending a long term agreement when rates are levelling off and could increase at each renewal without an agreement in place.

Be reassured that we do and will continue to carry out our role as a broker to make sure we can present you with the best terms that we can in these difficult times.

Why use Gallagher Insurance?

Because you should not take short cuts for your insurance and go for the cheapest but make sure your broker has:

- Experience of the sector (scheme started in 2007)
- We sit within the Public Sector and Education team of Gallagher UK and have representation for higher authorities in your so can refer to our colleagues for assistance if you have issues and services come your way that require their knowledge.
- Global broker with local broker service – leverage for now and in the future – no changes to carrier – relationship can be built tripartite
- Futureproof council's insurance needs
- Risk management overview
- Market leading cyber practice/CyberAssist
- Infrastructure that supports service and advice lead proposition

- Free access to Hiscox Risk Academy (see information attached)
- Gallagher Risk Management Services (available when required)

The premium (including IPT and all fees) for the year will be: £13,833.79.

This includes index linking which has been applied to the sums insured and for this renewal is fixed at 12% for buildings and 8% for contents.

Interest free Instalment Option

I can also offer a 0% direct debit payment facility with Hiscox Insurance so have included an application form if you would like to consider the spreading of the payment over 12 months. (£1,146.57 per month – admin fee waived).

Long Term Agreement Option

In order to ensure rate stability, Melksham Without Parish Council may choose to set up a 3 year binding Long Term Agreement (LTA) with Hiscox Insurance Company Limited, at an LTA premium of £13,833.79. This means Melksham Without Parish Council will commit to keep their policy with Hiscox Insurance Company Limited for the period of the LTA, which will expire 3 years from the original inception date.

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.

Hiscox Risk Academy (HRA)

Gallagher is also pleased to offer a new service, in association with **Hiscox Risk Academy (HRA)** – see attached.

The HRA is a free online risk management platform for Gallagher town and parish councils, community councils, charities, not-for-profit and village hall insurance policyholders.

Key points to note please

I hope you will look to continue to work with us as an insurance broker and appreciate the added value services we provide including:

- **Visits from me when required to carry out insurance reviews and then regular updated help from the team to guide you regarding issues as they arise regarding insurance and risk management.**
- **We at Gallagher will always look to offer the value for money we always have if not always being the “cheapest”.**
- **I would offer caution to Council to look at the temptation of a cheap premium and consider why they are so much lower**
- **Our message is that it is service and advice that counts and hope you have experienced this good service to date**

I am anxious to make sure that we retain a valued client with Gallagher and urge you to please come to me if you require any further clarification or if we are under competition from another insurer/provider.

Please do not hesitate to contact me and my direct line is [REDACTED]

Regards,

Kevin

Kevin J Millard Cert CII
 Community Client Director
 Community Team (Part of Public Sector & Education)

Quote SCHEDULE

Quote Reference - 581044535

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 :	10/05/2023
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 :	Melksham Without Parish Council
Address :	First Floor, Melksham Community Campus Melksham SN12 6ES
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 :	£11,888.10	Annual Tax :	£1,426.57	Total :	£13,314.67
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Quote 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
Shed, Briansfield Allotments, Melksham, SN12 6EH	£7,245
Sports Pavilion, Sports Pavilion, Melksham, SN12 6TL	£930,000
Berryfield Village Hall, Telford Drive, Melksham, SN12 6GF	£920,000

Item description	Excess	Amount Insured
Total Buildings	£250	£1,857,245
Gates and fences	£250	£53,526
Fixed outside equipment	£250	£3,775
Street furniture	£250	£224,274
War memorials	£250	£6,772
Playground equipment	£250	£449,677
Sports surfaces	£250	£13,782
Other surfaces	£250	£31,432
Rent receivable	£250	£0

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

308.0.2 Flat roof condition
6469.0 Addition of cover: under insurance restriction (Buildings)

Quote SCHEDULE

6728.0

Removal of cover: cyber claims and losses

Quote 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	£37,516
Civic Regalia	£250	£0
Gardening equipment, plant and machinery	£250	£1,385
Sports equipment	£250	£45,357
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

Quote 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	£1,000,000 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)
6222.0	Amendment of cover (Fidelity guarantee)

PROPERTY AWAY FROM THE PREMISES

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

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

Endorsements

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

PROPERTY – BUSINESS INTERRUPTION

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

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

Key person	£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)

Quote 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)

Quote 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)
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Criminal defence costs	£100,000 in the aggregate
Pollution defence costs	£100,000 in the aggregate
Hirer liability	£5,000,000 in the aggregate

Endorsements

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

Endorsements

524.0	Commercial legal protection (charities)
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Quote SCHEDULE

PERSONAL ACCIDENT

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

Personal accident

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

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

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

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

Endorsements

6752.0 Amendment of cover: cyber claims and losses

CRISIS CONTAINMENT

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

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

Outside working hours discretionary crisis mitigation costs £2,000

Endorsements

9003.0 Crisis containment provider: Hill Knowlton

Quote SCHEDULE

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

Property – buildings clauses in full		
Clause	308.0.2	<p>Flat roof condition</p> <p>We will not make any payment for damage arising directly or indirectly from any deficiency of a flat roof unless the roof is inspected once every 2 years by a competent person and any defects are rectified within 14 days.</p>
Clause	6469.0	<p>Addition of cover: under insurance restriction (Buildings)</p> <p>The following is added to How much we will pay, Under insurance:</p> <p>If, at the time of damage, the amount insured is less than 85% of the total rebuilding cost of the buildings including an allowance for other costs, the amount we pay will be reduced in the same proportion as the under insurance. If, however you provide us with a professional valuation of the buildings that was carried out within the 3 years preceding the incident of loss, we will not apply this reduction.</p>
Clause	6728.0	<p>Removal of cover: cyber claims and losses</p> <p>What is not covered 1. m. 'any virus.' is deleted.</p> <p>The following is added to What is not covered:</p> <p>We will not make any payment for damage to, or any loss, cost or expense arising in respect of any item of computer or digital technology which is directly caused by:</p> <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 the reconstitution of data or the value to you of any lost or distorted records or data.</p> <p>We will not make any payment for loss or damage due to your parting with title or possession of property or rights to property prior to receiving payment in full.</p>

Property – contents clauses in full		
Clause	240.3	<p>Minimum security condition</p> <p>We will not make any payment for damage unless the physical security measures at the insured location comply with the following criteria and all devices are put into full and effective operation whenever the premises are closed for business or left unattended:</p> <ol style="list-style-type: none"> 1. The final exit door is secured by: <ul 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: <ul 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

Quote SCHEDULE

- exit by the local fire authority is secured by:
- a. a panic bar locking system incorporating bolts which engage both the head and sill of the door frame; or
 - b. a mortice lock having specific application for emergency exit doors and which is operated from the inside by means of a conventional handle and/or thumb turn mechanism.
4. All ground and basement level opening windows and any upper floor opening windows or skylights accessible from roofs, balconies, fire escapes, canopies, downpipes and other features of the building are:
- a. secured by means of a key-operated locking device; or
 - b. permanently screwed shut.

Please note:

- (i) The local fire authority must be consulted before **you** replace or augment the existing locking device fitted to a designated emergency exit door; and
- (ii) The provisions of specification 4 do not apply to windows or skylights that are protected by means of either:
 - a. fixed round or square section solid steel bars not more than 10 cm apart; or
 - b. fixed expanded metal, weld mesh or wrought ironwork grilles; or
 - c. proprietary collapsible locking gate grilles.

Clause **6226.0**

Addition of cover - travel expenses

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

Travel expenses

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

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

Clause **6729.0**

Removal of cover: cyber claims and losses

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

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

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

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:

Quote SCHEDULE

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

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

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

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

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

Clause	6349.1	<p>Floating amount insured (Contents) The cover under this section applies to all locations occupied by you in connection with your activities within the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland. The amount insured is the most we will pay in total for damage to your contents however many locations are affected.</p>
Clause	6222.0	<p>Amendment of cover: fidelity guarantee What is not covered, 9 is amended to read as follows:</p> <p>g. loss by fraud or dishonesty of a councillor or any other person working under a contract of service with you, other than where cover is provided under Additional cover, Fidelity guarantee.</p> <p>How much we will pay, Fraud and Dishonesty is deleted.</p> <p>The following is added to What is covered, Additional cover:</p> <p>Fidelity guarantee</p> <p>23. your financial loss resulting solely and directly from fraud or dishonesty of a councillor or any other person working under a contract of service with you, discovered by you during the period of insurance provided that:</p> <ul style="list-style-type: none"> a. dual controls exist for the signing of cheques, issuing instructions for disbursements of assets or funds, fund transfer procedures and investment; and b. you were unaware of any previous act of fraud or dishonesty committed in the course of their employment by such councillor or any other person working under a contract of service with you; and c. there was a clear intention to cause you financial loss and to obtain a personal financial gain over and above salary, bonus or commission; and d. your financial loss was wholly sustained within the 12 month period prior to its discovery; and e. the loss is notified to us within ten working days of its discovery by you; and f. satisfactory references covering a period of two years prior to the commencement of employment for all new clerks and any other person under a contract of service with you are obtained from: <ul style="list-style-type: none"> i. a previous employer; or ii. an accountant and one other customer in respect of any periods of self employment; or iii. the school or college in respect of any full-time education. <p>The following is added to How much we will pay:</p>

Quote SCHEDULE

Fidelity guarantee

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

Property away from the premises clauses in full

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

Business interruption clauses in full

Clause	6731.0	<p>Removal of cover: cyber claims and losses Where applicable:</p> <ul style="list-style-type: none"> 1. Special definitions for this section, Cyber attack is deleted. 2. What is covered, Cyber attack and What is covered, Additional cover, Hacker damage, are deleted. <p>The following is added to What is not covered:</p> <p>We will not make any payment for any interruption to your activities or for any loss, cost, payment or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:</p> <ul style="list-style-type: none"> a. cyber attack;
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Quote SCHEDULE

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

However:

- i. this exclusion does not apply to **What is covered**, Financial losses from insured damage; and
- ii. exclusion c. above does not apply to **What is covered**, Equipment Breakdown.

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

Clause	6820.0	<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> <ul 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> <ul 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</p>
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Quote SCHEDULE

requirements below.

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

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

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

Clause **6735.0**

Removal of cover: cyber claims

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

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

Quote 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.

Hacker

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

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

Personal data

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

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

Cyber incidents

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

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

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		
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Clause	705.4	Prior & pending litigation date Prior & pending litigation date 01/06/2023
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Clause	3215.0	Amendment of cover: cyber claims (DO) The following are added to Special definitions for this section :
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Computer or digital technology

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

Computer or digital technology error

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

1. creation, handling, entry, modification or maintenance of; or
2. on-going operation, maintenance (including but not limited to installation,

Quote SCHEDULE

upgrading or patching) or development of any **computer or digital technology**.

Cyber attack

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

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

Data subject

Any natural person who is the subject of **personal data**.

Hacker

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

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

Personal data

Any information about an individually identifiable natural person, including but not limited to such information protected by the Data Protection Act 2018 or the General Data Protection Regulation (EU) 2016/679, including any similar or successor legislation or regulation.

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**;

Quote SCHEDULE

d. **social engineering communication**; or

e. **claims** by any **data subjects** relating to **personal data** arising from a. to d. above.

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

i. covered under **What is covered, Additional cover**, Loss of data resulting from a cyber incident; or

ii. brought by you, any shareholder or creditor of **yours** or any **insured person**, directly due to the **insured person's** management of or response to a. to d. above.

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

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

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

1. £250,000; or

2. the overall limit of indemnity shown on the schedule,

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

Clause	3216.0	<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> <p>a. legal representation costs or any insurable civil fines or penalties associated with an investigation resulting from the claim;</p> <p>b. any health and safety/manslaughter claim; or</p> <p>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.</p>
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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>
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Crisis containment: endorsements

Clause	6752.0	<p>Amendment of cover: cyber claims and losses The following are added to Special definitions for this section:</p> <p>Computer or digital technology</p> <p>Any programs, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-</p>
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Quote SCHEDULE

things devices, email system, intranet, extranet, website or cloud computing services.

Computer or digital technology error

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

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

Cyber attack

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

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

Hacker

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

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

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

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</p>
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Quote SCHEDULE

to Hill & Knowlton outside of these hours.

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

Quote SCHEDULE

Clauses - applicable to the whole policy

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

Quote 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 **7789.0**

Additional Benefit: The Hiscox Risk Academy

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

Quote 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

PROPERTY ALL RISKS (THEFT & DAMAGE) INSURANCE RENEWAL SUMMARY 2023/24

BUILDING	Sum of Insurance Value 2022/23	£	1,114,454	
	Sum of Insurance Value 2023/24	£	1,856,967	Includes Berryfield Village Hall
FENCING/GATES	Sum of Insurance Value 2022/23	£	49,561	
	Sum of Insurance Value 2023/24	£	53,526	
GENERAL CONTENTS & PAVILION CONTENTS	Sum of Insurance Value 2022/23	£	7,012	
	Sum of Insurance Value 2023/24	£	36,002	Includes office items
LAND - natural surfaces (Sports Surfaces on schedule)	Sum of Insurance Value 2022/23	£	12,761	
	Sum of Insurance Value 2023/24	£	13,782	
MACHINERY	Sum of Insurance Value 2022/23	£	1,282	
	Sum of Insurance Value 2023/24	£	1,232	
OFFICE	Sum of Insurance Value 2022/23	£	19,965	
	Sum of Insurance Value 2023/24	£	-	
OUTSIDE EQUIPMENT	Sum of Insurance Value 2022/23	£	3,495	
	Sum of Insurance Value 2023/24	£	3,775	
PLAY AREA EQUIPMENT	Sum of Insurance Value 2022/23	£	416,368	
	Sum of Insurance Value 2023/24	£	469,680	
SPORTS EQUIPMENT	Sum of Insurance Value 2022/23	£	41,997	
	Sum of Insurance Value 2023/24	£	45,767	
STREET FURNITURE	Sum of Insurance Value 2022/23	£	163,855	
	Sum of Insurance Value 2023/24	£	198,749	
SURFACES - Other surfaces	Sum of Insurance Value 2022/23	£	29,104	
	Sum of Insurance Value 2023/24	£	31,433	
CIVIC REGALIA (was in office contents)	Sum of Insurance Value 2022/23	£	3,937	
	Sum of Insurance Value 2023/24	£	4,252	
War Memorial	Sum of Insurance Value 2022/23	£	6,270	
	Sum of Insurance Value 2023/24	£	7,459	
ARTWORK	Sum of Insurance Value 2022/23	£	19,825	
	Sum of Insurance Value 2023/24	£	-	
TOTAL	Sum of Insurance Value			
		from 1st June 2022	£	1,889,885
		from 1st June 2023	£	2,722,621

On the policy schedule 2023/24				
	ON SCHEDULE FROM BROKERS	FROM ASSET REGISTER	DIFFERENCE	
Buildings including subsidence (unless otherwise specified)- Shed, Bowerhill Sports Field and	£1,857,245.00	£1,856,966.56	£278.44	
General Contents including office items	£37,516.00	£36,001.67	£1,514.33	
Gates & Fences	£53,526.00	£53,525.77	£0.23	
Mowers & Machinery	£1,385.00	£1,231.76	£153.24	
Natural Surfaces (Sports Surfaces on schedule)	£13,782.00	£13,781.80	£0.20	
Other Surfaces	£31,432.00	£31,432.62	-£0.62	
Office Contents	£0.00			Now in general contents
Outside Equipment	£3,775.00	£3,774.65	£0.35	
Playground Equipment	£449,677.00	£469,679.82	-£20,002.82	
Sports Equipment	£45,357.00	£45,766.73	-£409.73	
Street Furniture	£224,274.00	£198,748.86	£25,525.14	
War Memorials	£6,772.00	£7,458.71	-£686.71	
Artwork (specified risks)		£0.00	£0.00	Now under Street furniture so moved there
Defibrillators	£5,000.00		£5,000.00	Detailed on page 4 of schedule- Extra schedule for street furniture
Civic Regalia	£0.00	£4,251.69	-£4,251.69	This is now under general contents
	£2,729,741.00	£2,722,620.65	£7,120.35	

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	10,000

Your council/organisation: Melksham Without 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?	Yes
Are you aware of any fact, circumstance or incident that may give rise to a loss or claim?	No
Have you or any of your trustees or committee members ever been made bankrupt or insolvent either in a personal capacity or in connection with an organisation?	Yes
Has your council/organisation ever had any insurance policy withdrawn, voided, made subject to special terms or cancelled?	No
Does your council/organisation have responsibility for any of the following: <ul style="list-style-type: none"> • BMX tracks • derelict, empty, or disused buildings • firework or bonfire events • playgrounds • river, lake, pond, or any other body of water • skate parks • zip wires 	playgrounds

Your property

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

Your activities

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

Your management

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



Parish council insurance portfolio
Statement of fact

Additional information

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

Your organisation	
Your property	
Your activities	
Your management	

What is a policy summary?

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

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

Type of insurance: commercial combined

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

Significant features and benefits

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

The following are included as standard with this insurance.

Contents which covers accidental physical loss or damage to:

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

Contents also covers:

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

Property away which covers accidental physical loss or damage to:

- your portable equipment and property anywhere in the EU.

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

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

Business interruption also covers:

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

Employers' liability which covers claims brought against you:

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

Public and products liability which covers claims brought against:

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

Public and products liability also covers:

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

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

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

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

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

Personal accident which provides:

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

A flexible approach

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

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

Equipment breakdown which covers:

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

Significant or unusual exclusions and limitations

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

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

Contents and Property away do not cover loss or damage:

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

Equipment breakdown does not cover loss or damage:

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

Buildings does not cover loss or damage caused by:

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

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

Business interruption does not cover:

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

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

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

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

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

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

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

Commercial legal protection does not cover:

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

Personal accident does not cover:

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

Your obligations

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

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

You need to bear in mind:

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

Policy length

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

Cancellation rights

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

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

Claims service

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

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

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

Any questions and complaints

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

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

Or by telephone on 01904 681 198 or 0800 116 4627

Or by email at customer.relations@hiscox.com

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

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

Local councils and not-for-profit insurance portfolio

Summary of change

Changes to the policy

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

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

Changes to ‘what is covered’

Area of cover	Previous policy	New policy	Improvement in cover
Officials and trustees’ indemnity. Entity reimbursement. We will pay on your behalf the loss which you are legally obliged or permitted to pay on behalf of an insured person arising from a covered claim or investigation.	Not covered	Covered	✓

Local councils and not-for-profit insurance portfolio

Policy wording

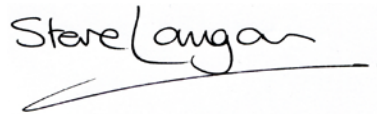
A seamless integrated insurance solution for local councils, registered charities and not-for-profit organisations.

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

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

Our promise to you

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



Steve Langan
CEO, Hiscox Insurance Company

Complaints procedure

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

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

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

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

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

General terms and conditions

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

General conditions

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

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

General terms and conditions

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

General claims

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

conditions

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

Your obligations

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

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

Fraud

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

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

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

Special definitions for all property sections

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

Property definitions

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

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

Special definitions for this section

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

What is covered

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

Property – Buildings

Policy wording

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

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

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

Property – Buildings

Policy wording

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

How much we will pay

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

Property – Buildings

Policy wording

Rebuilding and repair

We will pay the cost of rebuilding or repairing the **buildings** to a condition equal to but not better or more extensive than its condition when new, provided **you** carry out the rebuilding or repair and do so without unreasonable delay.

We will pay the cost of rebuilding or repairing the **contract works** to a condition equal to but not better or more extensive than their condition at the time the **damage** occurred, provided **you** carry out the rebuilding or repair and do so without unreasonable delay.

For **site materials**, at **our** option **we** will repair, restore, replace or pay for any lost or damaged items. **We** will pay the lesser of:

- a. **your** liability in respect of the **site materials**;
- b. the cost of repair, restoration or replacement at the trade market value of such items.

The most **we** will pay for **damage** to **contract works** and **site materials** is the **amount insured** shown in the schedule. The most **we** will pay for **damage** to **site materials** at a **temporary storage location** is 10% of the **amount insured** shown in the schedule for **contract works** and **site materials**.

Other costs

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

- a. the cost of removing debris of the **buildings**, **contract works** or **site materials** from the premises or the area immediately adjacent;
- b. the cost of dismantling, demolishing, shoring up or propping up any part of the **buildings** or **contract works**;
- c. the cost of complying with any statutory or local authority requirement regarding the damaged or undamaged part of the **buildings** or **contract works**, unless notice of such requirement was served before the **damage** and provided the **buildings** or **contract works** were originally built according to any government and local authority regulations in force at that time;
- d. the fees of architects, surveyors or consulting engineers;
- e. clearing, cleaning and repairing drains, gutters, sewers and the like on **your** property which are blocked or damaged.

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

Special rebuilding conditions

You may rebuild or replace **buildings** which are totally destroyed in any manner suitable to **your** requirements and/or on another site provided this does not increase the cost.

Under insurance

If, at the time of **damage**, **we** establish that the **amount insured** does not represent the amount it would cost to reinstate the **buildings**, including an allowance for other costs, **we** will reduce the amount **we** pay for any claim or loss in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you** if **you** had declared the actual cost of reinstatement.

We will only apply this calculation if:

1. **we** establish that the values declared to **us** are less than 85% of the actual reinstatement cost; and
2. **we** establish that **your** failure to declare the actual reinstatement cost was not deliberate or reckless and was a breach of **your** obligation to:
 - a. make a fair presentation of the risk to **us** before the start of the **period of insurance**; or
 - b. notify **us** of a change of circumstances in relation to the reinstatement cost of the **buildings**, which may materially affect the **policy**; or
 - c. make a fair presentation of the risk to **us** when notifying **us** of a change of circumstances in relation to the reinstatement cost of the **buildings** which may materially affect the **policy**.

This remedy may apply in addition to General Conditions 2. b.ii. and 4. b. ii. If **your** failure to declare the actual reinstatement cost was deliberate or reckless, the remedy under General Conditions 2.a. or 4.a. will apply.

Index linking

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

Your obligations

If any damage occurs

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

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

Unoccupancy

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

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

Buildings not in use

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

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

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

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

Special conditions

Workmen

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

Building contracts

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

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

Special definitions for this section

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

What is covered

We will insure **you** against **damage** occurring during the **period of insurance** to **contents** at the **insured location** and any other items specified in the schedule.

Additional cover

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

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

Property – Contents

Policy wording

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

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

Fraud and dishonesty

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

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

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

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

What is not covered

We will not make any payment for:

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

Property – Contents

Policy wording

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

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

How much we will pay

Repair and replacement

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

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

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

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

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

Debris removal

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

Property – Contents

Policy wording

Under insurance

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

We will only apply this calculation if:

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

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

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

Index linking

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

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

Your obligations

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



Property – Contents Policy wording

which it occurred.

Property – Contents

Policy wording

Cash, bank and currency notes in transit

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

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

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

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

Property – Business interruption

Policy wording

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

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

Special definitions for this section

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

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

What is covered

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

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

Property – Business interruption

Policy wording

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

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

What is not covered

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



Property – Business interruption

Policy wording

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

How much we will pay

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

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

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

Loss of income

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

Property – Business interruption

Policy wording

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

Your obligations

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

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

Special definitions for this section

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

What is covered

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

What is not covered

We will not make any payment for:

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

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

How much we will pay

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

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

Repair and replacement

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

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

Debris removal

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

Other interests

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

Your obligations

If any damage occurs

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

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

Backing-up electronic data

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

Precautions

You must take reasonable steps to:

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

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

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

Special definitions for this section

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

What is covered

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

Employers' liability

Policy wording

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

Additional cover

Court attendance compensation

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

What is not covered

We will not make any payment for:

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

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

How much we will pay

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

Special limits

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

Your obligations

If a problem arises

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

Control of defence

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

Compulsory insurance clause

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

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

Special definitions for this section

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

What is covered

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

Policy wording

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

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

Hirer liability

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

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

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

Overseas personal liability

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

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

Claims against principals

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

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

Claims against councillors and trustees

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

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

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

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

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

Cross liabilities

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

Criminal proceedings costs

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

Motor contingent liability

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

Public and products liability

Policy wording

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

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

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

Additional cover

Loss of excess or no claims discount

We will pay:

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

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

Court attendance compensation

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

Loss of third-party keys

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

Unauthorised use of third party telephones by your employees

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

Defamation and intellectual property rights

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

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

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

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

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

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

What is not covered

Property for which you are responsible

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

This does not apply to:

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

Injury to employees

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

Pollution

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

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

Computer virus

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

Professional advice

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

Your products

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

Inefficacy

9. **inefficacy**.

Deliberate or reckless acts

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

Contracts

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

Date recognition

12. **date recognition**.

War, terrorism and nuclear

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

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

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

How much we will pay

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

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

Loss of excess or no claims discount

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

Special conditions

Loss of excess or no claims discount

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

Special limits

Hirer liability

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

Products

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

Pollution

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

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

Your obligations

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

Control of defence

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

Special definitions for this section

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

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

Officials and trustees' indemnity

Policy wording

Outside entity does not include:

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

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

What is covered

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

Officials and trustees' indemnity

Policy wording

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

What is not covered

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

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

Officials and trustees' indemnity

Policy wording

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

Special conditions

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

How much we will pay

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

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

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

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

Paying out the limit of indemnity

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

Your obligations

Notification

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

Control of defence and payment of a claim

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

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

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

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



Officials and trustees' indemnity

Policy wording

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

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

Commercial legal protection

Policy wording

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

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

Registered in England and Wales, number 103274.

Website: www.das.co.uk.

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

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

Registered in England and Wales, number 5417859.

Website: www.daslaw.co.uk.

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

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

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

How can DAS help	To make a claim under this section please telephone DAS on 0117 934 2111. DAS will ask you about your legal dispute and if necessary will call you back at an agreed time to give you legal advice. If your dispute needs to be dealt with as a claim under this section, DAS will provide you with a claim reference number. At this point DAS will not be able to confirm that you are covered but will pass the information you have given DAS to the claims handling teams and explain what to do next.
Send your claim to	If you would prefer to report your claim in writing please send it to the Claims Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH. Alternatively you can email your claim to DAS at newclaims@das.co.uk . Claims are usually handled by a representative appointed by DAS , but sometimes DAS deal with claims themselves. Claims outside the United Kingdom may be dealt with by other DAS offices elsewhere in Europe.
When DAS cannot help	Please do not ask for help from a solicitor or accountant before DAS have agreed. If you do, DAS will not pay the costs involved.
Cover	This section will cover the insured person in respect of any insured incident arising in connection with the business shown in the policy schedule if the premium has been paid. DAS agree to provide the insurance in this section in accordance with the operative covers shown in the policy schedule as long as: a. the date of occurrence of the insured incident happens during the period of insurance and within the territorial limit ; and b. any legal proceedings will be dealt with by a court, or other body which DAS agree to, in the territorial limit ; and c. in civil claims it is always more likely than not that an insured person will recover damages (or obtain any other legal remedy which DAS have agreed to) or make a successful defence. For all insured incidents , DAS will help in appealing or defending an appeal as long as the insured person tells DAS within the time limits allowed that they want DAS to appeal. Before DAS pay any costs and expenses for appeals, DAS must agree that it is always more likely than not that the appeal will be successful.

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

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

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

Special definitions for this section

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

Territorial limit

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

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

For all other insured incidents

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

The policyholder

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

Insured incidents we will cover

1. Employment disputes and compensation awards

a. Employment disputes

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

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

What is not covered

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

b. Compensation awards

DAS will pay:

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

Provided that:

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

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

What is not covered

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

c. Service occupancy

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

What is not covered

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

2. Legal defence

At **the policyholder's** request

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

Commercial legal protection

Policy wording

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

Provided that:

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

What is not covered

Any claim which leads to the **insured person** being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

3. Property protection and bodily injury

a. Property protection

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

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

What is not covered

Any claim relating to the following:

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

b. Bodily injury

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

What is not covered

Any claim relating to the following:

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

4. Tax protection

a. Full or aspect enquiries

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

b. Employers compliance

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

c. VAT disputes

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

Provided that:

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

Commercial legal protection

Policy wording

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

What is not covered

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

5. Contract disputes

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

Provided that:

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

What is not covered

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

6. Statutory licence protection

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

What is not covered

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

What is not covered by this section

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

Conditions which apply to the whole section

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

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

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

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

Helpline services

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

Eurolaw commercial legal advice

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

Tax advice

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

Business assistance

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

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

Counselling

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

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

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

The employment manual

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

DAS Businesslaw

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

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

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

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

Special definitions for this section

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

What is covered

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

What is not covered

We will not make any payment for:

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

How much we will pay

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

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

Your obligations

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

If a crisis arises during working hours

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

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

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

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

If a crisis arises outside of working hours

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

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

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

Special definitions for this section

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

What is covered

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

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

What is not covered

We will not make any payment for:

Hazardous pursuits

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

Other exclusions

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

War and nuclear risks

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

How much we will pay

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

Your obligations

If a problem arises	<p>We will not make any payment under this section unless:</p> <ol style="list-style-type: none"> 1. you notify Van Ameyde UK Ltd promptly of any injury or illness which might be covered under this section; 2. the insured person sees a suitably qualified medical practitioner as soon as possible after suffering injury or contracting an illness and follows any medical advice they are given. <p>If we consider it necessary, the insured person must allow a medical adviser chosen by us to examine them and to see all medical records.</p>
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Claims

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

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

Property - Terrorism

Policy wording

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

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

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

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

As used in 4.b above:

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

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

Gallagher is pleased to offer a service, in association with Hiscox Risk Academy (HRA).

The HRA is a free online risk management platform for Gallagher town and parish councils, community councils, charities, not-for-profit and village hall insurance policyholders.

Access to the HRA is automatically offered to all policyholders; and once you have signed up, you will be able to set up and roll out the service to your employees.

What's included?

- Training:** A library of IOSH approved eLearning courses.
- Documents:** A portfolio of document templates, including health and safety policies, risk assessments and guidance documents.
- Assessments:** Access to online risk assessment tools for the workforce for risk areas such as display screen equipment, driving, homeworking, new and expectant mothers.
- Ask the expert:** Access to bespoke guidance and advice from our professional experts, as required.

Why would you want access to the Hiscox Risk Academy?

Enshrined in law is the requirement for employers to effectively manage the risk and wellbeing of employees, and the public. The HRA has been designed to simplify and streamline the whole process.

There is value to you no matter what your current position is.

Provide

If you currently have no solution in place, you get the HRA at no extra cost.

Replace

If you are paying for a training and assessment platform, you will benefit from a significant cost saving.

Update

You may already manage some elements internally, the HRA will provide huge efficiencies and save resources.

How to sign up?

In order to gain access onto the HRA, **please click here to create your own login.**

The HRA can then be set up and provided to all employees, with access to content tailored specifically to the duties and risks the employees are exposed to.

Important information: changes to your policy

Introduction

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

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

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

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

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

Frequently asked questions

What changes have been made to my policy?

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

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

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

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

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



		or creditor directly due to the insured person's management of or response to the incident.
Corporate legal liability insurance	Personal data claims	We will not make any payment for claims by data subjects relating to personal data, where such claim arises from a cyber incident.
	Cyber exclusion	<p>A new cyber exclusion has been applied:</p> <p>We will not cover any claim, loss or investigation arising out of a cyber attack, hacker, unintentional error in any computer or digital technology, social engineering communication, or any claim by a data subject relating to personal data arising from such item or event.</p> <p>This does not apply to claims brought by a shareholder or creditor directly due to the insured person's management of or response to the incident.</p>
Employment practices liability insurance	Cyber exclusion	<p>A new cyber exclusion has been applied:</p> <p>We will not cover any claim, loss or investigation arising out of a cyber attack, hacker, unintentional error in any computer or digital technology or social engineering communication.</p>
Professional and legal liability insurance	Personal data claims	<p>A new personal data claims exclusion has been applied:</p> <p>We will not cover any claim brought by a data subject arising from the processing, acquisition, destruction, loss, alteration, disclosure, use of or access to personal data and which arises:</p> <ul style="list-style-type: none"> • from your breach of duty to that data subject; and • in the performance of your business activities.
	Cyber exclusion	<p>A new cyber exclusion has been applied:</p> <p>We will not cover any claim, loss or investigation arising out of a cyber attack, hacker, unintentional error in any computer or digital technology, social engineering communication, or any claim by a data subject relating to personal data arising from such item or event.</p> <p>This does not apply to claims brought by a shareholder or creditor directly due to the insured person's management of or response to the incident.</p>
Employers' liability	Cyber claims	<p>We have clarified the cover already included:</p> <p>We will pay claims, that are otherwise covered, arising from a cyber attack, hack or other computer or cyber-related incident. Previously the policy was silent on this cover.</p>
Public and products liability	Cyber incidents	<p>A new cyber exclusion has been applied:</p> <p>We will not pay claims arising from cyber attack, hacker, social engineering communication or computer or digital technology error.</p>
Medical malpractice	Dishonesty of your employees	We have removed cover for your own losses arising from dishonesty.
	Cyber incident	<p>A new cyber exclusion has been applied:</p> <p>We will not pay claims arising from cyber attack, hacker or social engineering communication including any fear or threat of such an incident or any action taken to control, prevent, suppress or respond to such an incident.</p>
	Computer or digital technology error	<p>A new cyber exclusion has been applied:</p> <p>We will not pay claims arising from any computer or digital technology error.</p>
	Infrastructure provider	We will not pay claims arising from the failure of a service provided by an internet, telecommunications, utilities or other infrastructure provider.
	Personal data claims	<p>A new exclusion has been applied:</p> <p>We will not pay claims relating to personal data. We will pay such claims where they arise from your performance of a business activity</p>

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

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

	Computer or digital technology error	A new cyber exclusion has been applied: We will not pay claims arising from any computer or digital technology error.
	Infrastructure provider	We will not pay claims arising from the failure of a service provided by an internet, telecommunications, utilities or other infrastructure provider.
	Personal data claims	A new exclusion has been applied: We will not pay claims arising from the processing, acquisition, storage, loss, alteration, disclosure, use of or access to personal data other than arising from a business activity and which is not excluded elsewhere in the policy. The most we will pay is as set out in the relevant endorsement on your schedule.
Professional indemnity – chartered accountants, chartered surveyors		These policies are subject to minimum terms and conditions as set out in the approved minimum wordings of your chartered body. If the changes we have made to your policy mean that you would get less favourable cover under your policy than you would under the approved minimum wording, we will cover you on the same terms as the minimum wording. This would apply if, for example, an exclusion we have added to your policy is wider than an equivalent exclusion in the approved minimum wording. If that happens, we will apply the more favourable exclusion in the minimum wording.
	Transmission of a virus	We have removed cover for negligent transmission of a computer virus or denial of service attack.
	Losses from dishonesty	We have removed cover for your own losses arising from dishonesty of your employees, sub-contractors or outsourcers.
	Loss of documents	We have amended the cover for your own losses arising from the loss of documents to any tangible document which is necessary for the performance of your business. Previously cover included the loss of your own data.
	Cyber incident	We have removed the previous exclusion for hacker and applied a wider cyber exclusion. We will not pay claims arising from cyber attack, hacker or social engineering communication including any fear or threat of such an incident or any action taken to control, prevent, suppress or respond to such an incident.
	Computer or digital technology error	A new cyber exclusion has been applied: We will not pay claims arising from any computer or digital technology error.
	Infrastructure provider	We will not pay claims arising from the failure of a service provided by an internet, telecommunications, utilities or other infrastructure provider.
	Personal data claims	A new exclusion has been applied: We will not pay claims arising from the processing, acquisition, storage, loss, alteration, disclosure, use of or access to personal data other than arising from a business activity and which is not excluded elsewhere in the policy.
Professional indemnity – technology companies, information technology	Transmission of a virus	We have removed any cover previously provided for negligent transmission of a computer virus or denial of service attack.
	Losses from dishonesty	We have removed cover for your own losses arising from dishonesty.
	Loss of documents	We have amended the cover for your own losses arising from the loss of documents to any tangible document which is necessary for the performance of your business. Previously cover included the loss of your own data.
	Cyber incident	Any previous cyber exclusions have been removed and the following cyber exclusion has been applied: We will not pay claims arising from cyber attack, hacker or social engineering communication including any fear or threat of such an

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

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

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

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



Control of defence	We have the right but no obligation to take control of and conduct of the claim. Previously we had a duty to defend you as long as there were reasonable prospects of successfully defending. Please see the clause in the schedule for full details.
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PIN-PSC-UK-CYB(1)
21338 03/21

Direct Debit Instruction

This is not part of the instruction to your Bank or Building Society.

Thank you for applying to pay for your Hiscox policy under the Direct Debit Scheme.

Please complete in BLOCK CAPITALS using BLACK INK and send to The Hiscox Building, Peasholme Green, York YO1 7PR, United Kingdom.

TITLE _____	POLICYHOLDER(S) NAME _____	
(Please indicate both names if joint policyholders)		
ADDRESS _____		
		POSTCODE _____
If the application is on behalf of a company please provide:		
CONTACT NAME _____	NAME OF COMPANY _____	

Your policy number <input style="width: 80%;" type="text"/>	Please indicate your preferred date for making payment: 1 st <input type="checkbox"/> 8 th <input type="checkbox"/> 15 th <input type="checkbox"/> 22 nd <input type="checkbox"/> Would you prefer to make your payment: monthly <input type="checkbox"/> annually <input type="checkbox"/>
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By signing this Direct Debit Form you consent to Hiscox using the information we may hold about you for the purpose of providing insurance and handling claims, if any, and to process sensitive personal data about you where this is necessary (for example health information or criminal convictions). This may mean we have to give some details to third parties involved in providing insurance cover. These may include insurance carriers, third-party claims adjusters, fraud detection and prevention services, reinsurance companies and insurance regulatory authorities. Where such sensitive personal information relates to anyone other than you, you must obtain the explicit consent of the person to whom the information relates both to the disclosure of such information to us and its use by us as set out above. The information provided will be treated in confidence and in compliance with the Data Protection Act 1998. You have the right to apply for a copy of your information (for which we may charge a small fee) and to have any inaccuracies corrected.

Instruction to your Bank or Building Society to pay by Direct Debit



Please fill in the whole form using a ball point pen and send it to:
The Hiscox Building, Peasholme Green, York YO1 7PR, United Kingdom.

Service User Number:

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Name(s) of account holder(s)

Reference

Branch sort code (from the top right-hand corner of your cheque)

<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
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Instruction to your Bank or Building Society

Please pay Hiscox Underwriting Ltd Direct Debits from the account detailed in this instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this instruction may remain with Hiscox Underwriting Ltd and if so, details will be passed electronically to my Bank/Building Society.

Bank/Building Society account number

<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
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Name and full postal address of your Bank/Building Society

To: The Manager	
..... Bank/Building Society	
Address	
.....	
..... Postcode	

Signature(s)	
Date	

Banks and Building Societies may not accept Direct Debit instructions for some types of account.

This guarantee should be detached and retained by the Payer.

The Direct Debit Guarantee



- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit Hiscox Underwriting Ltd will notify you ten working days in advance of your account being debited or as otherwise agreed. If you request Hiscox Underwriting Ltd to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit by Hiscox Underwriting Ltd or your bank or building society you are entitled to a full and immediate refund of the amount paid from your bank or building society.
 - If you receive a refund you are not entitled to, you must pay it back when Hiscox Underwriting Ltd asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

Private & Confidential

Mrs Teresa Strange
 Melksham Without Parish Council
 First Floor, Melksham Community Campus
 Market Place
 Melksham
 Wiltshire
 SN12 6ES

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

Tel: 01483 462 860

www.ajg.com/uk

10th May 2023

Dear Mrs Strange,

Insurance Policy: AJG Community Schemes
Client Name: Melksham Without Parish Council
Client Reference Number: 2132235
Policy Number: 581044535
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.

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	£11,888.10	£1,426.57	£75.00	£13,389.67
Total		£11,888.10	£1,426.57	£75.00	£13,389.67

Long Term Agreement Option

In order to ensure rate stability, Melksham Without Parish Council may choose to set up a 3 year binding Long Term Agreement (LTA) with Hiscox Insurance Company Limited, at an LTA premium of £13,389.67. This means Melksham Without Parish Council will commit to keep their policy with Hiscox Insurance Company Limited for the period of the LTA, which will expire 3 years from the original inception date.

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

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

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

Any changes to terms or conditions other than those stated, for example, the imposition by the Insurer of a higher rate resultant from the claims ratio exceeding the percentage detailed in the LTA endorsement wording shown in the schedule enclosed, **releases** Melksham Without Parish Council from the Long Term Agreement and as your broker we will seek alternative quotations from the market on your behalf.

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

AJG Community Schemes

Your Requirements and Our Recommendations

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

Our Recommendation(s)

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

Our recommendation is based on your requirements to have a Local Council Insurance policy for Melksham Without 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.



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

Significant Terms, Conditions, Warranties, Exclusions and Subjectivities

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

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

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

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

- Premises - Endorsement - Flat roof condition - 308.0.2
- Premises - Endorsement - Addition of cover: under insurance restriction (Buildings) - 6469.0
- Premises - Endorsement - Removal of cover: cyber claims and losses - 6728.0
- Contents - Endorsement - Minimum security condition - 240.3
- Contents - Endorsement - Addition of cover (Travel expenses) - 6226.0
- Contents - Endorsement - Floating amount insured (Contents) - 6349.1
- Contents - Endorsement - Amendment of cover (Fidelity guarantee) - 6222.0
- Business Interruption - Endorsement - Amended definition: income - 6820.0
- Business Interruption - Endorsement - Floating amount insured (Business interruption) - 6350.1
- Contents Away from Premises - Endorsement - Contents temporarily elsewhere - 65.00
- Crisis Management - Endorsement - Crisis containment provider: Hill Knowlton - 9003.0
- Employers' Liability - Endorsement - Employers Liability Tracing Office (ELTO) - mandatory information required - 3121.0
- Employers' Liability - Endorsement - Confirmation of cover: cyber claims - 6734.0
- Legal Expenses - Endorsement - Commercial legal protection (charities) - 524.0
- Officials and Trustees - Endorsement - Prior and pending litigation date - 705.4
- Officials and Trustees - Endorsement - Amendment of cover: cyber claims (DO) - 3215.0

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

Key changes to your policy from renewal

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

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

Policy Documents

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

Payment Options

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

You can pay by the following options:-

- Cheque payable to Arthur J Gallagher Insurance Brokers Ltd - Please add your client reference number onto the back of the cheque.
- Direct Debit with Insurers (if available)
- Bank Transfer (BACS) – Please refer to your invoice for details on how to pay by this method

Next Steps

In order to renew the policy for Melksham Without 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 Melksham Without Parish Council
3. Confirm that the policy for Melksham Without Parish Council should be renewed via communityrenewals@ajg.com or telephone us on 01483 462860 before 1st June 2023
4. **It is essential that you confirm the insurer name, and whether you want to enter into a Long Term Agreement (whether the policy is for a 1 or 3 year term).**
5. Pay for your policy by the renewal date 1st June 2023



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

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

Yours sincerely,

The Community Team

Tel: 01483 462860

Email: community@ajg.com

TALK TO US ABOUT:

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





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

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.



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Melksham Without Parish Council
First Floor, Melksham Community Campus
Market Place
Melksham
SN12 6ES

Client Ref: 2132235
Policy Ref: 581044535
Invoice Date: 10 May 2023

Pro-Forma Invoice

			Amounts (£)	Cost (£)
AJG Community Schemes	Hiscox Insurance Company Limited Contract No.: PENAXA0000295 Term: 01/06/23 - 31/05/24	Premium Insurance Premium Tax Total Fees	11,888.10 1,426.57 75.00	13,389.67
TOTAL				13,389.67

Payment due on or before effective date.

If you would like to pay by credit/debit card please contact us on 01483 462860.
Payments by **direct bank transfer** should be made to the following account, using reference - 2132235.

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.

Blenheim House, 1-2 Bridge Street, Guildford, Surrey, GU1 4RY
t: 01483 462 860 f: w: www.ajg.com/uk

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

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



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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



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Scope and application

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

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

It is important that you read this agreement carefully as it contains details of our statutory and regulatory responsibilities and your contractual obligations, on which we intend to rely.

If there is anything you do not understand in this agreement you should inform us otherwise we will assume you are providing your informed consent to this agreement.

We specifically draw your attention to the following sections:

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

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

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

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

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/.

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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.

Category	Insurance category	Item Number	Asbestos? Y/N	Item	Supplier	Location	Area	Date Acquired	Method of valuation	Purchase Price	VALUE @ 31/03/22	DISPOSALS 2022/23	ACQUISITIONS 2022/23	VALUE @ 31/03/23	COMMENTS 2022/23
OUTSIDE EQUIPMENT	OUTSIDE EQUIPMENT	1	N	Water troughs		Berryfield & Briansfield Allotments	A	2015	PP	2,570	2,570			2,570	
OUTSIDE EQUIPMENT	OUTSIDE EQUIPMENT	2	N	Notice Boards		2 @ Briansfield, 1 @ Berryfield	A	Apr-16		45	1			1	
BUILDINGS	BUILDINGS	3	N	Bowerhill Sports Pavilion		Bowerhill Sports Fields	BH	2015	PP	1	1			1	September 22- The CCTV was replaced
BUILDINGS	BUILDINGS	4	N	Shaw Village Hall		Shaw	S&W	1975	PP	12,432	12,432			12,432	
FENCING/GATES	FENCING/GATES	5	N	Beanacre Estate fencing and gates		Beanacre Estate (between play area & church)	BA			6,058	6,058			6,058	
FENCING/GATES	FENCING/GATES	6	N	Beanacre Play Area fencing		Beanacre Play Area	BA	2005	PP	5,871	5,871			5,871	
FENCING/GATES	FENCING/GATES	7	N	Briansfield Gate and fence		Briansfield Allotments	BF			823	823			823	
FENCING/GATES	FENCING/GATES	8	N	Bowerhill sports field gates and fencing		Bowerhill Sports Field	BH	2012	PP	1	1			1	
FENCING/GATES	FENCING/GATES	9	N	Hornchurch Rd MUGA fencing		Hornchurch Rd, Bowerhill	BH	2014	PP	4,769	4,769			4,769	
FENCING/GATES	FENCING/GATES	10	N	Shaw Play Area fencing		Shaw Play Area	S&W	1993	PP	5,411	5,411			5,411	
CONTENTS	GENERAL CONTENTS	11	N	Bowerhill Sports Pavilion		Bowerhill Sports Fields	BH	2015			-			-	
CHAIN OF OFFICE/CHAIRMAN'S BOARD	CIVIC REGALIA	12	N	Chain of office		Melksham Campus Offices	O	2005	PP	885	1,230			1,230	
CHAIN OF OFFICE/CHAIRMAN'S BOARD	CIVIC REGALIA	13	N	Chairmans Board		Melksham Campus Meeting Room	O	1991	PP	150	150			150	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	14	N	Stairlift		Crown Chambers	O	2008	PP	5,390	0				
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	15	N	Wheel chair for use in office		DONATED	O	2009	PP	70	70	70		-	Donated to charity shop as per asset management minutes 6th June 22 min.62/22
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	16	N	10 plastic chairs		Bowerhill Sports Pavilion	O		EST	40	-				
LAND	LAND	17	N	Land leased to Mr Guley (3.95 acres)		Berryfield	BF	1912	2000	9,750	9,750			9,750	
LAND	LAND	18	N	Jubilee Sports Field		Bowerhill Sports Field	BH	2012	PP	1	1			1	
LAND	LAND	19	N	Shaw Playing Field		Shaw	S&W	1958	2000	27,500	27,500			27,500	
MACHINERY/TOOLS	MOWERS & MACHINERY	20	N	Caretakers Tools - Drill, Sack Truck, Bolt cutters etc		Caretakers Store	TC		EST	100	100			100	

Category	Insurance category	Item Number	Asbestos? Y/N	Item	Supplier	Location	Area	Date Acquired	Method of valuation	Purchase Price	VALUE @ 31/03/22	DISPOSALS 2022/23	ACQUISITIONS 2022/23	VALUE @ 31/03/23	COMMENTS 2022/23
MACHINERY/TOOLS	MOWERS & MACHINERY	21	N	Mower		Bowerhill Pavilion Pump Room	TC	2008	PP	238	-				
MACHINERY/TOOLS	MOWERS & MACHINERY	22	N	Petrol Strimmer		Allotment Warden's Home Address	TC	1996	PP	273	-				
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	23	N	1 large meeting table		Melksham Campus Meeting Room	O	2014	PP	1,064	1,064			1,064	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	24	N	2 filing cupboards (not locable)		Bowerhill Sports Pavilion kit room	O	2014	PP	1	1			1	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	25	N	3 filing cabinets		Melksham Campus Meeting Room	O	1991	PP	75	50			50	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	26	N	25 meeting chairs		Crown Chambers	O	2014	PP	1	-				
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	27	N	3 computers		Bowerhill Sports Pavilion Office	O		EST	2,000	-				
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	28	N	1 x acer extensa computer & monitor		Bowerhill Sports Pavilion Office	O	2016	PP	303	-				
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	29	N	3x 24" Monitors and 2 DVI Monitor leads		Melksham Campus Office	O	2017		278	278			278	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	30	N	1x 24" Monitor		Melksham Campus Office	O	2017		90	90			90	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	31	N	4 desks		Crown Chambers	O		EST	200	-				
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	32	N	4 office chairs (Now 2)		Melksham Campus Office	O		EST	40	20			20	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	33	N	5 filing drawers		Melksham Campus Office	O		EST	50	40			40	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	34	N	Colour printer		Crown Chambers	O	2007	PP	78	-				
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	35	N	Disabled toilet facilities & sink		Crown Chambers	O	2008	PP	225	-				
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	36	N	Laminator		Crown Chambers	O	2015	PP	32	-				
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	37	N	Large screen for viewing plans etc		Bowerhill Sports Pavilion games room	O		EST	550	550			550	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	38	N	Mobile phone		Melksham Campus Offices	O	2014	PP	10	10			10	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	39	N	4 lpecs telephones (Have been replaced with new handsets but have not disposed of items so still on asset register)		Melksham Campus Offices	O	2017	PP		2,080			2,080	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	40	N	Photocopier Canon IR2870		Crown Chambers	O	2008	PP	1,987	-				
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	41	N	Photocopier Canon IRC3580NE		Melksham Campus Meeting Room	O	2017	PP	2,250	2,250			2,250	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	42	N	Postal scales		Crown Chambers	O	1999	PP	45	-				

Category	Insurance category	Item Number	Asbestos? Y/N	Item	Supplier	Location	Area	Date Acquired	Method of valuation	Purchase Price	VALUE @ 31/03/22	DISPOSALS 2022/23	ACQUISITIONS 2022/23	VALUE @ 31/03/23	COMMENTS 2022/23
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	43	N	Refrigerator		Crown Chambers	O	2008	PP	68	-				
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	44	N	Telephone System		Crown Chambers	O	2012	PP	519	-				
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	45	N	Vacuum Cleaner		Bowerhill Sports Pavilion	O	2014	PP	110	110			110	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE	46	N	Water heater - Aquarius A7/3 Santon Oversink		Crown Chambers	O	2008	PP	85	-				
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	47	N	Stationery		Melksham Campus Meeting Room	O	Various			1,000			1,000	
OUTSIDE EQUIPMENT	STREET FURNITURE	48	N	1 Defibrillator - Phillips Heartstart HS1		Inside Bowerhill Village Hall	BH	2016	PP	1	342			342	
OUTSIDE EQUIPMENT	STREET FURNITURE	49	N	CHT 9154 - View Defibrillator & Cabinet		Pilot Pub, Bowerhill	BH	2016	PP	1,920	1,920			1,920	
OUTSIDE EQUIPMENT	STREET FURNITURE	50	N	CHT9153 - View Defibrillator & Cabinet		New Inn Pub, Semington Road	BF	2016	PP	1,920	1,920			1,920	
OUTSIDE EQUIPMENT	STREET FURNITURE	51	N	CHT 9152 - View Defibrillator & Cabinet		Jubilee Sports Pavilion	BH	2016	PP	1,920	1,920			1,920	
OUTSIDE EQUIPMENT	STREET FURNITURE	52	N	CHT 9151 - View Defibrillator & Cabinet		Shaw Village Hall	S&W	2016	PP	1,920	1,920			1,920	
OUTSIDE EQUIPMENT	STREET FURNITURE	53	N	CHT 9150 - View Defibrillator & Cabinet		Whitley Reading Room	S&W	2016	PP	1,920	1,920			1,920	
OUTSIDE EQUIPMENT	STREET FURNITURE	54	N	CHT 9149 - View Defibrillator & Cabinet		St Barnabas Church	BA	2016	PP	1,920	1,920			1,920	
OUTSIDE EQUIPMENT	STREET FURNITURE	55	N	GHT 9148 - View Defibrillator & Cabinet		Watermeadow Pub	E	2016	PP	1,920	-			-	
OUTSIDE EQUIPMENT	STREET FURNITURE	56	N	Speed Indicator Device		Moves every 14 days to a new scheduled location	V	2016	PP	1	224			224	
PLAY AREA EQUIPMENT	PLAY AREA EQUIPMENT	57	N	<10 tower unit		Beanacre Play Area	BA	2005	PP	7,200	7,200			7,200	
PLAY AREA EQUIPMENT	PLAY AREA EQUIPMENT	58	N	>7 timber trail (net climber)		Beanacre Play Area	BA	2006	PP	3,180	3,180			3,180	
PLAY AREA EQUIPMENT	PLAY AREA EQUIPMENT	59	N	>7 timber trail (walkway)		Beanacre Play Area	BA	2005	PP	2,205	2,205			2,205	
PLAY AREA EQUIPMENT	PLAY AREA EQUIPMENT	60	N	2 swing set for over 7s		Beanacre Play Area	BA	2005	PP	1,040	1,040			1,040	
PLAY AREA EQUIPMENT	PLAY AREA EQUIPMENT	61	N	2 swing set for under 7s		Beanacre Play Area	BA	2005	PP	850	850			850	
PLAY AREA EQUIPMENT	PLAY AREA EQUIPMENT	62	N	Rotating play web		Beanacre Play Area	BA	2005	PP	3,750	3,750			3,750	V3013- Welding repair undertaken in Nov 2022 on slide. V3015- Dec 2022 gate post replacement at entrance path to Beanacre play area
PLAY AREA EQUIPMENT	PLAY AREA EQUIPMENT	63	N	Play Area		Berryfield Play Area	BF			-	1			1	
PLAY AREA EQUIPMENT	PLAY AREA EQUIPMENT	64	N	Play Area		Hornchurch Road Play Area	BH			-	-			-	
PLAY AREA EQUIPMENT	PLAY AREA EQUIPMENT	65	N	Play Area		Kestrel Court	BH	30/09/2016	PP	1	1			1	

Category	Insurance category	Item Number	Asbestos? Y/N	Item	Supplier	Location	Area	Date Acquired	Method of valuation	Purchase Price	VALUE @ 31/03/22	DISPOSALS 2022/23	ACQUISITIONS 2022/23	VALUE @ 31/03/23	COMMENTS 2022/23
PLAY AREA EQUIPMENT	PLAY AREA EQUIPMENT	66	N	2 swing set for over 7s		Shaw Play Area	S&W	1991	PP	1,722	1,722			1,722	
PLAY AREA EQUIPMENT	PLAY AREA EQUIPMENT	67	N	2 swing set for under 7s		Shaw Play Area	S&W	1990	PP	390	390			390	
PLAY AREA EQUIPMENT	PLAY AREA EQUIPMENT	68	N	4 seat rocker		Shaw Play Area	S&W	1991	PP	400	400			400	
PLAY AREA EQUIPMENT	PLAY AREA EQUIPMENT	69	N	Aeroplane springer		Shaw Play Area	S&W	2002	PP	655	655			655	
PLAY AREA EQUIPMENT	PLAY AREA EQUIPMENT	70	N	Over 7 unit		Shaw Play Area	S&W	1992	PP	7,273	7,273			7,273	
PLAY AREA EQUIPMENT	PLAY AREA EQUIPMENT	71	N	Spinning bowl		Shaw Play Area	S&W	2015	PP	3,477	3,477			3,477	
PLAY AREA EQUIPMENT	PLAY AREA EQUIPMENT	72	N	Under 7 unit		Shaw Play Area	S&W	1992	PP	6,500	6,500			6,500	
PLAY AREA & PLAYING FIELD EQUIPMENT/SAFETY SURFACING	SPORTS EQUIPMENT	73	N	4 x goal posts 3 x 11v11, 1x 9v9		Bowerhill Sports Field	BH	2012	PP	1	1			1	
PLAY AREA & PLAYING FIELD EQUIPMENT/SAFETY SURFACING	SPORTS EQUIPMENT	74	N	Hornchurch Rd MUGA Goal Ends		Hornchurch Rd, Bowerhill	BH	2014	PP	1,754	1,754			1,754	
PLAY AREA & PLAYING FIELD EQUIPMENT/SAFETY SURFACING	SPORTS EQUIPMENT	75	N	Bowerhill Sports Field Basket ball court		Bowerhill Sports Field	BH	2015	PP	1	1			1	
PLAY AREA & PLAYING FIELD EQUIPMENT/SAFETY SURFACING	SPORTS EQUIPMENT	76	N	"old" Basketball hoop ex Bowerhill Sports Field		now installed at Kestrel Court Play Area as of Feb/March 2017	BH	2015	EST	Nil	1			1	
PLAY AREA & PLAYING FIELD EQUIPMENT/SAFETY SURFACING	SPORTS EQUIPMENT	77	N	2x goal ends		Basketball Court, Shaw	S&W	2011	PP	7,268	7,268			7,268	
PLAY AREA & PLAYING FIELD EQUIPMENT/SAFETY SURFACING	SPORTS EQUIPMENT	78	N	"old" Basketball hoop ex Shaw Sports Field		Stored behind Shaw Village Hall	S&W	1999	EST		-				
STREET FURNITURE	STREET FURNITURE	79	N	Bus Timetable		??	??		EST	30	30			30	
STREET FURNITURE	STREET FURNITURE	80	N	Bus Timetable		Bus Shelter, A350 Beanacre	BA		EST	30	30			30	
STREET FURNITURE	STREET FURNITURE	81	Yes	Concrete Bus Shelter		A350 Beanacre	BA	1999	PP	508	508			508	
STREET FURNITURE	STREET FURNITURE	82	N	Concrete Bus Shelter		A350 Beanacre- Lacock end	BA	2007	PP	2,426	2,426			2,426	
STREET FURNITURE	STREET FURNITURE	83	N	Noticeboard		Layby at entrance to Beanacre play area	BA	2013	PP	658	658			658	
STREET FURNITURE	STREET FURNITURE	84	N	Outside seat		Beanacre Play Area	BA	2005	PP	280	-				
STREET FURNITURE	STREET FURNITURE	85	N	Outside seat		Beanacre Play Area	BA	2005	PP	280	-				
STREET FURNITURE	STREET FURNITURE	86	N	Outside seat		Beanacre, A350 Lacock end	BA	2001	PP	306	306			306	
STREET FURNITURE	STREET FURNITURE	87	N	Outside seat		Beanacre, outside Burnt Cottages	BA	1981	PP	220	220			220	
STREET FURNITURE	STREET FURNITURE	88	N	Picnic table		Beanacre Play Area	BA	2009	PP	415	415			415	
STREET FURNITURE	STREET FURNITURE	89	N	Rights of Way Info Board		Beanacre	BA	2010	PP	964	964			964	
STREET FURNITURE	STREET FURNITURE	90	Yes?	Wooden Bus Shelter		Beanacre, opposite old Peacock pub	BA	1995	PP	2,150	2,150			2,150	
STREET FURNITURE	STREET FURNITURE	91	N	Bus Timetable		Semington Road, opposite Shalls Lane	BF	1996	PP	30	30			30	

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STREET FURNITURE	STREET FURNITURE	92	N	Concrete Bus Shelter		Semington Rd opp Shaills Ln	BF		EST	3,065	3,065			3,065	
STREET FURNITURE	STREET FURNITURE	93	N	Metal Bus Shelter		Semington Road opposite side of road from Police HQ	BF	1999	PP	4,155	4,155			4,155	
STREET FURNITURE	STREET FURNITURE	94	N	Metal Bus Shelter		Semington Road outside Police HQ	BF	1999	PP	4,155	-				
STREET FURNITURE	STREET FURNITURE	95	N	Metal Bus Shelter		Semington Road outside Police HQ	BF	2016	PP	7,206	7,206			7,206	
STREET FURNITURE	STREET FURNITURE	96		B.T Kiosk . K6 RED, HERITAGE STYLE		Top Lane, Whitley	S&W	2017		1	1			1	
STREET FURNITURE	STREET FURNITURE	97		B.T Kiosk KX100 MODERN STYLE		Corsham Road	S&W	2017		1	1			1	
STREET FURNITURE	STREET FURNITURE	98	N	Noticeboard		Outside Berryfield Village Hall	BF	1992	PP	180	180			180	
STREET FURNITURE	STREET FURNITURE	99	N	Outside seat		Berryfield, by Padfield Gardens	BF	2008	PP	450	450			450	
STREET FURNITURE	STREET FURNITURE	100	N	Rights of Way Info Board		Berryfield	BF	2010	PP	964	964			964	
STREET FURNITURE	STREET FURNITURE	101	N	Bus Timetable		Bus Shelter, Mitchell Drive, Bowerhill	BH		EST	30	30			30	
STREET FURNITURE	STREET FURNITURE	102	N	Dog fouling signs		Bowerhill Sports Field	BH		PP	1	1			1	
STREET FURNITURE	STREET FURNITURE	103	N	Dog fouling		Bowerhill Sports Field	BH		PP	1	1			1	
STREET FURNITURE	STREET FURNITURE	104	N	Footpath Signs (BRAG/PIGS Scheme) - Wooden Finger Posts		Bowerhill	BH		EST	750	750			750	
STREET FURNITURE	STREET FURNITURE	105	N	Melksham RAF Gate Badge		Bowerhill Village Hall	BH	2007	PP	3,342	1			1	
STREET FURNITURE	STREET FURNITURE	106	N	Mill stone and 2 plaques		Bowerhill	BH	1999	PP	220	220			220	
STREET FURNITURE	STREET FURNITURE	107	N	Noticeboard		Bowerhill outside Fish & Chip shop	BH	1992	PP	180	-				
STREET FURNITURE	STREET FURNITURE	108	N	Noticeboard		Bowerhill outside Fish & Chip shop	BH	2017		574	574			574	
STREET FURNITURE	STREET FURNITURE	109	N	Noticeboard		BRAG/PIGS Picnic Area, Bowerhill	BH		EST	400	400			400	
STREET FURNITURE	STREET FURNITURE	110	N	Noticeboard		Berryfield Park	BH	2017		£776.80	777			777	
STREET FURNITURE	STREET FURNITURE	111	N	Noticeboard		Outside the Plot, Bowerhill	BH	2010	PP	438	438			438	
STREET FURNITURE	STREET FURNITURE	112	N	Noticeboard		BRAG Picnic area by canal, Bowerhill	BH	2017	PP	1,018	1,018			1,018	
STREET FURNITURE	STREET FURNITURE	113	N	Outside seat		BRAG Picnic area by canal, Bowerhill	BH	2014	PP	1	1			1	
STREET FURNITURE	STREET FURNITURE	114	N	Outside seat		BRAG Picnic area by canal, Bowerhill	BH	2014	PP	1	1			1	
STREET FURNITURE	STREET FURNITURE	115	N	Picnic Table		BRAG Picnic area by canal, Bowerhill	BH	2016	PP	395	395			395	
STREET FURNITURE	STREET FURNITURE	116	N	Outside seat		Bridleway to canal side picnic area, Bowerhill	BH	2014	PP	1	1			1	

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STREET FURNITURE	STREET FURNITURE	117	N	Outside seat		Bridleway to canal side picnic area, Bowerhill	BH	2015	PP	1	1			1	
STREET FURNITURE	STREET FURNITURE	118	N	Outside seat		Dowding Court, Bowerhill	BH	1999	PP	250	250			250	
STREET FURNITURE	STREET FURNITURE	119	N	Outside seat		Falcon Way nr roundabout Mitchell Dr, Bowerhill	BH	2014	PP	1	-				
STREET FURNITURE	STREET FURNITURE	120	N	Outside seat		Falcon Way opp The Pilot, Bowerhill	BH	2014	PP	1	1			1	
STREET FURNITURE	STREET FURNITURE	121	N	Outside seat		Falcon Way, nr Kingfisher Dr, Bowerhill	BH	2014	PP	1	-				
STREET FURNITURE	STREET FURNITURE	122	N	Outside seat		Halifax Road, near Wellington Drive, Bowerhill	BH	1995	PP	243	243			243	
STREET FURNITURE	STREET FURNITURE	123	N	Outside seat		Hornchurch Rd Open Space, Bowerhill	BH	2014	PP	1	-				
STREET FURNITURE	STREET FURNITURE	124	N	Outside seat		Hornchurch Rd Open Space, Bowerhill	BH	2014	PP	1	-				
STREET FURNITURE	STREET FURNITURE	125	N	Outside seat		Pathfinder Way	BH	2003	PP	298	298			298	
STREET FURNITURE	STREET FURNITURE	126	N	Outside seat		Spa Road, near roundabout	BH	2001	PP	375	375			375	
STREET FURNITURE	STREET FURNITURE	127	N	Picnic table		Next to Canal (in Seend Parish)	BH	2010	PP	1	1			1	
STREET FURNITURE	STREET FURNITURE	128	N	Picnic table		Next to Canal (in Seend Parish)	BH	2010	PP	1	1			1	
STREET FURNITURE	STREET FURNITURE	129	N	Picnic table		Next to Canal (in Seend Parish)	BH	2010	PP	1	1			1	
STREET FURNITURE	STREET FURNITURE	130	N	Picnic table		Jubilee Sports Field	BH	2016			395			395	
STREET FURNITURE	STREET FURNITURE	131	N	Picnic table		Jubilee Sports Field	BH				395			395	
STREET FURNITURE	WAR MEMORIALS	132	N	RAF Commemorative Stone		Bowerhill	BH	1994	PP	2,500	2,500			2,500	
STREET FURNITURE	STREET FURNITURE	133	N	Rights of Way Info Board		Bowerhill	BH	2010	PP	964	964			964	
STREET FURNITURE	STREET FURNITURE	134	N	Rights of Way Info Board		Bowerhill	BH	2015	PP	1	1			1	
STREET FURNITURE	STREET FURNITURE	135	N	Rights of Way Info Board		Bowerhill	BH	2015	PP	1	1			1	
STREET FURNITURE	STREET FURNITURE	136	N	Sponsored bin		Along from Tesco Express (Robinsons)	BH	2012	PP	385	385			385	
STREET FURNITURE	STREET FURNITURE	137	N	Sponsored bin		Opp Tesco Express (The Base)	BH	2012	PP	385	385			385	

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STREET FURNITURE	STREET FURNITURE	138	N	Bus Timetable		Bus Shelter, Sandridge Lane	E	1996	PP	30	30			30	
STREET FURNITURE	STREET FURNITURE	139	N	Noticeboard		Outside (old) Forest & Sandridge School	E	1997	PP	125	-			-	
STREET FURNITURE	STREET FURNITURE	140	N	Noticeboard		Top of Sandridge Lane	E	2013	PP	658	-			-	
STREET FURNITURE	STREET FURNITURE	141	N	Noticeboard		Shaw Hill, near entrance to Beltane Place, Shaw		2013	PP		658			658	
STREET FURNITURE	STREET FURNITURE	142	N	Outside seat		Sandridge Lane	E	1995		200	-			-	
STREET FURNITURE	STREET FURNITURE	143	N	Wooden Bus Shelter		Sandridge Lane on A3102	E	1995	PP	2,150	2,150			2,150	
STREET FURNITURE	STREET FURNITURE	144	N	Noticeboard		East of Melksham (Water Meadow pub)	E	2016	PP		-			-	
STREET FURNITURE	STREET FURNITURE	145	N	Noticeboard		East of Melksham (Clackers Brook bridge)	E	2015	PP		-			-	
STREET FURNITURE	STREET FURNITURE	146	N	Noticeboard		East of Melksham (Off Skylark Road)	E	2015	PP		-			-	
STREET FURNITURE	STREET FURNITURE	147	N	Entrance sign to Office		Bowerhill Sports Pavilion	O	2006	PP	518	518			518	
STREET FURNITURE	STREET FURNITURE	148	N	External Office Sign		Bowerhill Sports Pavilion	O	2006	PP	604	604			604	
STREET FURNITURE	STREET FURNITURE	149	N	Bus Timetable		Bus Shelter, Shaw Hill	S&W		EST	30	30			30	
STREET FURNITURE	STREET FURNITURE	150	N	Bus Timetable		Bus Shelter, Shaw, A365	S&W	1996	PP	30	30			30	
STREET FURNITURE	STREET FURNITURE	151	N	Bus Timetable		Bus Shelter, Shaw, A365	S&W	1996	PP	30	30			30	
STREET FURNITURE	STREET FURNITURE	152	N	Bus Timetable		Bus Stop, Top Lane, at Eden Grove	S&W	1996	PP	30	30			30	
STREET FURNITURE	STREET FURNITURE	153	N	Concrete Bus Shelter		Shaw Hill	S&W	2009	PP	3,871	3,871			3,871	
STREET FURNITURE	STREET FURNITURE	154	YES? Suspected Asbestos	Concrete Bus Shelter		Shaw, near Church- on the right hand side coming out of Melksham, before the junction with Corsham Road	S&W		EST	3,065	3,065			3,065	
STREET FURNITURE	STREET FURNITURE	155	N	Concrete Bus Shelter		Shaw, near Church- Bath side	S&W		EST	3,065	3,065			3,065	November 2022 repair undertaken on this bus shelter to make stable V3010
STREET FURNITURE	STREET FURNITURE	156	N	Dog fouling sign		Shaw Play Area	S&W	2009	PP	110	110			110	

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STREET FURNITURE	STREET FURNITURE	157	N	Metal Bus Shelter		A365 Shaw	S&W	2009	PP	3,066	3,066			3,066	
STREET FURNITURE	STREET FURNITURE	158	N	Noticeboard- Disposed and replaced with asset 322		At Shaw Village Hall	S&W	1992	PP	96	96	96		-	Asset Management 6th June 2022 (min.61/22b) recommended to dispose of this asset and replace with new noticeboard (asset 322)
STREET FURNITURE	STREET FURNITURE	159	N	Noticeboard (Disposed and replaced with asset 177)		Opposite Shaw School	S&W	1992	PP	180	-			-	
STREET FURNITURE	STREET FURNITURE	160	N	Noticeboard	A1 Secure lock case in green with green felt	Outside Whitley Reading Rooms	S&W	1992		180	453			453	
STREET FURNITURE	STREET FURNITURE	161	N	Outside seat		First Lane, Whitley	S&W	2003	PP	320	320			320	
STREET FURNITURE	STREET FURNITURE	162	N	Outside seat		Next to bus shelter, A365 Shaw	S&W	1995		200	-			-	
STREET FURNITURE	STREET FURNITURE	163	N	Outside seat		Opposite Shaw School	S&W		EST	200	200			200	
STREET FURNITURE	STREET FURNITURE	164	N	Outside seat		Outside Whitley Methodist Church	S&W		EST	200	200			200	
STREET FURNITURE	STREET FURNITURE	165	N	Wooden Outside seat		Outside Whitley Reading Rooms	S&W		EST	200	-			-	
STREET FURNITURE	STREET FURNITURE	166	N	Outside seat, inc Ground Anchors		Outside Whitley Reading Rooms	S&W	2016	PP	315	315			315	
STREET FURNITURE	STREET FURNITURE	167	N	Outside seat		Shaw Play Area	S&W		EST	266	-			-	
STREET FURNITURE	STREET FURNITURE	168	N	Outside seat		Shaw Play Area	S&W	1993	PP	266	-			-	
STREET FURNITURE	STREET FURNITURE	169	N	Outside seat		Top Lane, Whitley	S&W	1995	PP	186	186			186	
STREET FURNITURE	STREET FURNITURE	170	N	Outside seat		West Hill Bus Stop, Whitley	S&W	2015	PP		200			200	
STREET FURNITURE	STREET FURNITURE	171	N	Outside seat		Shaw Playing Fields	S&W	2015	PP		250			250	
STREET FURNITURE	STREET FURNITURE	172	N	Outside seat		Shaw Playing Fields	S&W	2015	PP		250			250	
STREET FURNITURE	STREET FURNITURE	173	N	Picnic table		Shaw Playing Fields	S&W	2015	PP		450			450	
STREET FURNITURE	STREET FURNITURE	174	N	Picnic table		Shaw Playing Fields	S&W	2015	PP		450			450	
STREET FURNITURE	STREET FURNITURE	175	N	Picnic table		Shaw Playing Fields	S&W	2015	PP		450			450	
STREET FURNITURE	STREET FURNITURE	176	N	Rights of Way Info Board		Shaw	S&W	2010	PP	964	964			964	
STREET FURNITURE	STREET FURNITURE	177	N	Noticeboard (Replacement of asset 159)		School but has now been replaced with new noticeboard. This board has been taken away so that Caretaker can replace damaged perspex ready for when another NB Needs to be replaced. Currently in storage. At allotment	S&W	2015	PP	600	600			600	
STREET FURNITURE	STREET FURNITURE	178	N	Noticeboard- Disposed of and not replaced		Outside of Melksham Library	T	2006	PP	560	560	560		-	Asset Management 6th June 2022 (min.63/22b)- recommended to dispose of as located on the library building which will be repurposed
PLAY AREA & PLAYING FIELD EQUIPMENT/SAFETY SURFACING	PLAY AREA EQUIPMENT	179	N	Play Area surface		Wet pour surfacing, Beanacre	BA	2005	PP	14,956	14,956			14,956	
PLAY AREA & PLAYING FIELD EQUIPMENT/SAFETY SURFACING	OTHER SURFACES	180	N	Tarmac at entrance to Beanacre Play Area		Beanacre Play Area	BA	2005	PP	600	600			600	

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PLAY AREA & PLAYING FIELD EQUIPMENT/SAFETY SURFACING	PLAY AREA EQUIPMENT	181	N	Hornchurch Rd MUGA surface		Hornchurch Rd, Bowerhill	BH	2014	PP	26,051	26,051			26,051	
PLAY AREA & PLAYING FIELD EQUIPMENT/SAFETY SURFACING	PLAY AREA EQUIPMENT	182	N	Play Area surface		Basketball court, Bowerhill	BH	2012	PP	1	1			1	
PLAY AREA & PLAYING FIELD EQUIPMENT/SAFETY SURFACING	PLAY AREA EQUIPMENT	183	N	Play Area surface		Basketball court, Shaw	S&W	2011	PP	12,985	12,985			12,985	
PLAY AREA & PLAYING FIELD EQUIPMENT/SAFETY SURFACING	PLAY AREA EQUIPMENT	184	N	Play Area surface		Shaw Play Area	S&W	2015	PP	10,498	10,498			10,498	
MACHINERY/TOOLS	GENERAL CONTENTS	185	N	Steam Cleaner		Bowerhill Pavilion	BH	Jul-17	PP	115	115			115	
STREET FURNITURE	STREET FURNITURE	186	N	Wooden bench		Bridleway to canalside picnic area, Bowerhill	BH	2018		1	1			1	
FENCING/GATES	FENCING/GATES	187	N	Kissing Gate		Access point from field into Shaw Recreation Field	S&W	2018	PP	1	1			1	
LAND	LAND	188	N	Hornchurch Road Play Area		Bowerhill	S&W	2018	PP	1	1			1	
		190	-> Number omitted in ERROR								0			-	
STREET FURNITURE	STREET FURNITURE	191	N	Outside seat		Berryfield play area (nearest to Village Hall)	BF	2018	PP	260	260			260	
STREET FURNITURE	STREET FURNITURE	192	N	Fire Expire Litter Bin + Fixings		Beanacre Play Area	BA	2018	PP	386	386			386	
STREET FURNITURE	STREET FURNITURE	193	N	MWPC Plaque for litter bin		Beanacre Play Area	BA	2018	PP	19	19			19	
STREET FURNITURE	STREET FURNITURE	194	N	Fire Expire Litter Bin + Fixings		Berryfield Play Area	BF	2018	PP	386	386			386	
STREET FURNITURE	STREET FURNITURE	195	N	MWPC Plaque for litter bin		Berryfield Play Area	BF	2018	PP	19	19			19	
STREET FURNITURE	STREET FURNITURE	196	N	3 no Fire Expire Litter Bin + fixings		Bowerhill Sports Field	BF	2018	PP	1,160	1,546			1,160	
STREET FURNITURE	STREET FURNITURE	196A	N	1 Fire expire litter bin + fixing		Layby outside of Burnt Cottages Beanacre to replace burnt out Wiltshire Council bin, this was moved from Bowerhill Sports Field as was replaced with a bigger bin (asset 312) at that location	BA	2018	PP	386				386	
STREET FURNITURE	STREET FURNITURE	197	N	4 no MWPC Plaque for litter bin		Bowerhill Sports Field	BF	2018	PP	75	75			75	
STREET FURNITURE	STREET FURNITURE	198	N	Fire Expire Litter Bin + Fixings		Hornchurch Rd Open Space, Bowerhill- Outside play area	BF	2018	PP	386	386			386	
STREET FURNITURE	STREET FURNITURE	199	N	MWPC Plaque for litter bin		Hornchurch Rd Open Space, Bowerhill	BF	2018	PP	19	19			19	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	200	N	Video door entry system and control Kit		Bowerhill Sports Pavilion Office	O	2018	PP	350	350			350	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	201	N	HP 250 G6 Intel Core i5 Laptop		Melksham Campus Meeting Room	O	2018	PP	375	375			375	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	202	N	Office Desks x 4no		Melksham Campus Offices	O	2018	PP	472	472			472	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	203	N	Office Desk Cable trays x 4no		Melksham Campus Offices	O	2018	PP	196	196			196	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	204	N	Office Desk Privacy Wave Screens 1600mm x 2no		Bowerhill Sports Pavilion	O	2018	PP	308	308			308	

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OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	205	N	Office Desk Privacy Wave Screens 800mm x2no		Bowerhill Sports Pavilion	O	2018	PP	277	277			277	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	206	N	Whiteboard 1200mm x 1800mm		Bowerhill Sports Pavilion Office	O	2018	PP	61	61			61	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	207	N	Whiteboard 1200mm x 900mm		Bowerhill Sports Pavilion Office	O	2018	PP	44	44			44	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	208	N	Whiteboard 600mm x 900mm		Bowerhill Sports Pavilion Office	O	2018	PP	17	17			17	
STREET FURNITURE	STREET FURNITURE	209	N	Bowerhill Village Nameplate		A365 Devizes Road by Mallory Place	BH	2018	PP	293	293			293	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	210	N	Laptop backpack		Melksham Campus offices	O	2018	PP	23	23			23	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	211	N	3 no 8 way 2m surge tower extension sockets		Bowerhill Sports Pavilion Office	O	2018	PP	32	32			32	
OUTSIDE EQUIPMENT	PLAY AREA EQUIPMENT	212	N	4no. Shaw Play Area signs A2		Shaw Play Area	S&W	2018	PP	115	115			115	
OUTSIDE EQUIPMENT	PLAY AREA EQUIPMENT	213	N	2no. dogs on leads sign A2		Shaw Play Area	S&W	2018	PP	58	58			58	
OUTSIDE EQUIPMENT	PLAY AREA EQUIPMENT	214	N	2no. dogs on leads sign A2		Bowerhill Sports Field	BH	2018	PP	58	58			58	
OUTSIDE EQUIPMENT	PLAY AREA EQUIPMENT	215	N	8no. Bowerhill sports Field sign A2		Bowerhill Sports Field	BH	2018	PP	230	230			230	
OUTSIDE EQUIPMENT	PLAY AREA EQUIPMENT	216	N	2no. Beanacre Play Area signs A2		Beanacre Play Area	BA	2018	PP	58	58			58	
OUTSIDE EQUIPMENT	PLAY AREA EQUIPMENT	217	N	1no. Hornchurch Road Play Area signs A2		Beanacre Play Area	BA	2018	PP	29	29			29	
OUTSIDE EQUIPMENT	PLAY AREA EQUIPMENT	218	N	3no. Berryfield Play Area signs A2		Beanacre Play Area	BA	2018	PP	86	86			86	
OUTSIDE EQUIPMENT	PLAY AREA EQUIPMENT	219	N	3no. Kestrel Court Play Area signs A2		Beanacre Play Area	BA	2018	PP	86	86			86	
OUTSIDE EQUIPMENT	STREET FURNITURE	220	N	10no. Bowerhill Sports Field sign A3		Bowerhill Sports Field	BH	2018	PP	156	156			156	
OUTSIDE EQUIPMENT	STREET FURNITURE	221	N	8no. EquipmentWarning sign A3		Parish		2018	PP	125	125			125	
OUTSIDE EQUIPMENT	STREET FURNITURE	222	N	1no. Office sign A4		Bowerhill Sports Field	O	2018	PP	11	11			11	
OUTSIDE EQUIPMENT	STREET FURNITURE	223	N	2no. No Dog Fouling sign A4		Allotments		2018	PP	22	11			11	
OUTSIDE EQUIPMENT	STREET FURNITURE	224	N	6no. No Dog Fouling sign A4		Shurnhold Fields		2018	PP	66	11			11	
OUTSIDE EQUIPMENT	STREET FURNITURE	225	N	7no. not drinking water sign - small		Bowerhill Sports Field		2018	PP	44	44			44	
MACHINERY/TOOLS	MOWERS & MACHINERY	226	N	Petrol Strimmer		Allotment Shed		2018	PP	100	100			100	
MACHINERY/TOOLS	MOWERS & MACHINERY	227	N	Petrol Leaf Blower		Allotment Shed		2018	PP	83	83			83	
MACHINERY/TOOLS	MOWERS & MACHINERY	228	N	Full Face Shield		Allotment Warden's Home Address		2018	PP	17	17			17	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	229	N	Folding Sack Truck (for meetings)		Bowerhill Sports Pavilion Office	O	2018	PP	21	21			21	

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OUTSIDE EQUIPMENT	MOWERS & MACHINERY	230	N	Spear & Jackson Mini Bypass Lopper		ROW Volunteer Home Address	V	2018	PP	15	15			15	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	231	N	Lenova Intel Core i5 Desktop PC		Bowerhill Sports Pavilion Office	O	2018		340	340			340	
STREET FURNITURE	STREET FURNITURE	232	N	Noticeboard		Village Hall (was relocated from the Bowerhill Sports Pavilion in Oct 22)	BH	2019			424			424	Relocated from Bowerhill Sports Pavilion to Bowerhill Village Hall in October 2022.
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	233	N	Laminator		Melksham Campus Meeting Room	O	2019	PP	25	25			25	
OUTSIDE EQUIPMENT	OUTSIDE EQUIPMENT	234	N	2no. Warning slippery surface sign		Bowerhill Sports Field		2018	PP	15	15			15	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	235	N	1X 17" Fujitsu Siemens Monitor			O	2015			-			-	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	236	N	1X 15" Dell Monitor			O				-			-	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	237	N	16 x black stackable visitor chairs		Melksham Campus meeting room	O	2019	PP	480	480			480	
OUTSIDE EQUIPMENT	MOWERS & MACHINERY	238	N	Spear & Jackson Garden Pruning Saw		ROW Volunteer Home Address	V	2018	PP	12	12			12	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	239	N	Postal scales		Melksham Campus Meeting Room	O	2018	PP	20	20			20	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	240	N	Finlux 55" TV screen	Ebuyer	ITEMS DONATED TO BERRYFIELD VILLAGE HALL		2019	PP	283	283	283		-	Donated to Berryfield Village Hall Trust as per office relocation minutes 13th June 2022 item 9 and approved by Full Council 20th June 2022 (min. 87/22b)
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	241	N	Invision Large TV Screen Stand	Amazon	ITEMS DONATED TO BERRYFIELD VILLAGE HALL		2019	PP	108	108	108		-	Donated to Berryfield Village Hall Trust as per office relocation minutes 13th June 2022 item 9 and approved by Full Council 20th June 2022 (min. 87/22b)
PLAY AREA & PLAYING FIELD EQUIPMENT/SAFETY SURFACING	SPORTS EQUIPMENT	242	N	2no 24ftx8ft white 2.5mm goal nets		Bowerhill Sports Field	BH	2018	PP	42	42			42	
LAND	LAND	243	N/A	Public Open Space Land		"Shurnhold Fields" Land to the North of Dunch Lane		2019	PP	1	1.00			1	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	244	N	Fly 3 Mesh back stackable chairs x16	Officeright	Melksham Campus Meeting Room		2019	PP	2,205	2,205			2,205	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	245	N	Orthopaedica Chair- Office desk	Officeright	Melksham Campus offices		2019	PP	184	184			184	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	246	N	A Boards x4	Officeright	Bowerhill Sports Pavilion Office		2019	PP	218	218			218	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	247	N	4X Chairs (with arms for visitors)	Officeright	Melksham Campus Meeting Room		2019	PP	224	224			224	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	248	N	Orthopaedica Chair- Finance desk	Officeright	Melksham Campus office		2019	PP	184	184			184	
PLAY AREA & PLAYING FIELD EQUIPMENT/SAFETY SURFACING	SPORTS EQUIPMENT	249	N	Goal posts- 11v11	Mark Harrod Ltd	Bowerhill Sports Field		2019	PP	700	700			700	
STREET FURNITURE	STREET FURNITURE	250	N	Wooden Memorial bench	Supplier: Corido Bench model: Balmoral 6ft Teak Park Bench	Bowerhill Sports Field		2019	PP	374	374			374	
PLAY AREA & PLAYING FIELDS EQUIPMENT/SAFETY SURFACING	STREET FURNITURE	251	N	X2 Dog sack dispensers- Shurnhold Fields	Giasdon	Shurnhold Fields		2019	PP	278	278			278	

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STREET FURNITURE	STREET FURNITURE	252	N	Outside seat (Incl furniture anchor kit)	TDP	A365 next to bus Bus Shelter		2019	PP	336	336			336	
STREET FURNITURE	STREET FURNITURE	253	N	Outside seat (Incl furniture anchor kit)	TDP	Outside Bowerhill Village Hall		2019	PP	336	336			336	
STREET FURNITURE	STREET FURNITURE	254	N	Outside seat (Incl furniture anchor kit)	TDP	Outside Dowding Way/ Kestrel Court, Bowerhill		2019	PP	336	336			336	
STREET FURNITURE	STREET FURNITURE	255	N	Outside seat (Incl furniture anchor kit)	TDP	Next to adopted phone box Top Lane, Whitley		2019	PP	336	336			336	
STREET FURNITURE	STREET FURNITURE	256	N	Outside seat (Incl furniture anchor kit)	TDP	Opposite the Pear Tree Inn, at bus stop, Top Lane, Whitley		2019	PP	336	336			336	
STREET FURNITURE	STREET FURNITURE	257	N	Outside seat (Incl furniture anchor kit)	TDP	Berryfield Play Area		2019	PP	336	336			336	
STREET FURNITURE	STREET FURNITURE	258	N	Bin	Glasdon- Topsy Jubilee Firexpire	Shurnhold Fields- Church Lane entrance side gate to left next to noticeboard		2019	PP	355	355			355	
STREET FURNITURE	STREET FURNITURE	259	N	Bin	Glasdon- Topsy Jubilee Firexpire	Shurnhold Fields- Next to right of way		2019	PP	355	355			355	
STREET FURNITURE	STREET FURNITURE	260	N	Bin	Glasdon- Topsy Jubilee Firexpire	Berryfield Play Area		2019	PP	355	355			355	
STREET FURNITURE	STREET FURNITURE	261	N	Noticeboard- Incl Powercoated posts	Arien Designs- Traditional noticeboard 405060	Shurnhold Fields		2019	PP	699	699			699	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	262	N	Card Reader	IZETTLE	Melksham Campus office		2019	PP	29	29			29	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	263	N	Tablet	Amazon- Lenovo Tab E7	Melksham Campus office		2019	PP	41	41			41	
STREET FURNITURE	STREET FURNITURE	264	N	Picnic table- with soft ground anchor kit	TDP- Springback picnic table	Hornchurch Road public open space		2019	PP	502	502			502	
STREET FURNITURE	STREET FURNITURE	265	N	Outside seat- Hard ground anchor kit	TDP-Dale 1.5m length	Shurnhold Fields		2019	PP	356	356			356	
STREET FURNITURE	STREET FURNITURE	266	N	Outside seat- Hard ground anchor kit	TDP-Dale 1.5m length	Shurnhold Fields		2019	PP	356	356			356	
STREET FURNITURE	STREET FURNITURE	267	N	Picnic table-with hard ground amchor	TDP-Dale 1.5m length	Shurnhold Fields		2019	PP	463	463			463	
STREET FURNITURE	STREET FURNITURE	268	N	Picnic table-with hard ground amchor	TDP-Dale 1.5m length	Shurnhold Fields		2019	PP	463	463			463	
STREET FURNITURE	STREET FURNITURE	269	N	Bin	Glasdon-Topsy Jubilee	Hornchurch Road Play Area		2019	PP	355	355			355	
OUTSIDE EQUIPMENT	OUTSIDE EQUIPMENT	270	N	Shed	Cleveland Sitesafe- Apex Toolsafe 128- 12'x8' or 3.66m x 2.46m Height 2.34m or 7'	Briansfield Allotments car park		2019	PP	5,483	5,483			5,483	
OUTSIDE EQUIPMENT	STREET FURNITURE	271	N	Speed Indicator device including a spare set of batteries	Solagen Model: SAS300 Mobile SID with slow down	Various locations around Parish and Atworth- Moved every 14 days		2020	PP	2,140	-			-	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	272	N	Laptop	Lenovo V15 AMD Ryzen 5- Serial Number: PF2ASLR9	Councillor Alan Baines house		Jul-20	PP	360	360.00			360	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	273	N	Laptop	Lenovo V15 AMD Ryzen 5- Serial Number: PF2ASLR10	Councillor David Pafford house		Jul-20	PP	360	360.00			360	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	274	N	Laptop	Lenovo V15 AMD Ryzen 5- Serial Number:	Councillor Robert Shea Simonds house		Jul-20	PP	360	360.00			360	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	275	N	Laptop	Lenovo V15 AMD Ryzen 5- Serial Number:	Councillor John Glovers House (Was originally at Cllr Coombes house but has now been wiped down and taken to Cllr Glover)		Jul-20	PP	360	360.00			360	

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OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	276	N	Laptop	Lenovo V15 AMD Ryzen 5- Serial Number:	Clerks Laptop & docking station		Oct-20	PP	400	400.00			400	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	277	N	Laptop	Lenovo V15 AMD Ryzen 5- Serial Number:	Parish Officer Laptop & docking station		Oct-20	PP	400	400.00			400	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	278	N	Laptop	Lenovo V15 AMD Ryzen 5- Serial Number: PF29BVEB	Finance & Amenities Officer Laptop & docking station		Oct-20	PP	400	400.00			400	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	279	N	Perspex screen 700x1600mm	Office right- for office desks (Landscape side)	Bowerhill Sports Pavilion		Oct-20		288.00	288.00			288	
STREET FURNITURE	STREET FURNITURE	280	N	Outside seat with furniture anchor kit for hard ground	TDP Dale bench 1.5m in Brown	Falcon Way Bowerhill- Near Magister Road		Dec-20		370.00	370.00			370	
STREET FURNITURE	STREET FURNITURE	281	N	Bin	Glasdon- Topsy Jubilee Green Firexpire, UNIVERSAL LITTER BIN ADJUSTABLE CONCRETE-IN ANCHORS (x3)	Outside of Kestrel Court Play Area, Bowerhill		Dec-20		372.00	372.00			372	
STREET FURNITURE	STREET FURNITURE	282	N	Bin	Green Firexpire, UNIVERSAL LITTER BIN ADJUSTABLE CONCRETE-IN ANCHORS (x3)	Shurnhold Fields		Dec-20		372.00	372.00			372	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	283	N	Perspex screen 700x787mm with bracket	Office Right- for office desks (portrait side)	Melksham Campus offices				251.00	251.00			251	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	284	N	Wallmount hand sanitiser stations x7	Amazon	Bowerhill Sports Pavilion				344.00	344.00			344	
STREET FURNITURE	STREET FURNITURE	285	N	Outside seat with furniture anchor kit for hard ground	TDP Dale bench 1.5m in Brown	Falcon Way, Bowerhill (Near bus stop- Kingfisher Drive)		Mar-21		381.00	381.00			381	
STREET FURNITURE	STREET FURNITURE	286	N	Outside seat with furniture anchor kit for hard ground	TDP Dale bench 1.5m in Brown	Falcon Way, Bowerhill		Mar-21		381.00	381.00			381	
STREET FURNITURE	STREET FURNITURE	287	N	Outside seat with furniture anchor kit for hard ground	TDP Dale bench 1.5m in Brown	Canel side of BRAG Picnic area, Bowerhill		Mar-21		381.00	381.00			381	
STREET FURNITURE	STREET FURNITURE	288	N	Outside seat with furniture anchor kit for hard ground	TDP Dale bench 1.5m in Brown	Near top of Bridleway (Allotment end), Bowerhill		Mar-21		381.00	381.00			381	
STREET FURNITURE	STREET FURNITURE	289	N	Outside seat with furniture anchor kit for hard ground	TDP Dale bench 1.5m in Brown	Bridleways, Bowerhill (Mike Mills replacement)		Mar-21		381.00	381.00			381	
STREET FURNITURE	STREET FURNITURE	290	N	Outside seat with furniture anchor kit for hard ground	TDP Dale bench 1.5m in Brown	Hornchurch Road public open space		Mar-21		381.00	381.00			381	
STREET FURNITURE	STREET FURNITURE	291	N	Outside seat with furniture anchor kit for hard ground	TDP Dale bench 1.5m in Brown	Hornchurch Road public open space		Mar-21		381.00	381.00			381	
STREET FURNITURE	STREET FURNITURE	292	N	Springback picnic table	TDP- 1.5m in brown	Hornchurch Road public open space		Mar-21		496.00	496.00			496	
STREET FURNITURE	STREET FURNITURE	293	N	Springback picnic table	TDP- 1.5m in brown	Hornchurch Road public open space		Mar-21		496.00	496.00			496	
PLAY AREA EQUIPMENT	PLAY AREA EQUIPMENT	294	N	Basket Swing	Streetscape	Shaw Playing Field	S&W	May-21	PP	2965.00	2965.00			2,965	
PLAY AREA EQUIPMENT	PLAY AREA EQUIPMENT	295	N	Cone Climber	Streetscape	Shaw Playing Field	S&W	May-21	PP	4595.00	4595.00			4,595	
PLAY AREA & PLAYING FIELD EQUIPMENT/SAFETY SURFACING	PLAY AREA EQUIPMENT	296	N	Warrior Pod 3	Streetscape (SDGPOD3)	Shaw Playing Field	S&W	May-21	PP	4240.00	4240.00			4,240	
PLAY AREA & PLAYING FIELD EQUIPMENT/SAFETY SURFACING	PLAY AREA EQUIPMENT	297	N	Safamat Surfacing	Streetscape- 114m2	Shaw Playing Field	S&W	May-21	PP	5016.00	5016.00			5,016	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	298	N	7x folding meeting tables - 1830x 685mm & 700mm high in Oak @ £108.26 each	GOPAK	DONATED TO BERRYFIELD VILLAGE HALL		May-21	PP	758.00	758.00	-758.00		-	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	299	N	Laptop	Lenovo V15 AMD Ryzen 5 Laptop- Serial Number: PF2GBV2A	Councillor Terry Chivers House		May-21	PP	417.00	417.00			417	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	300	N	Laptop	Lenovo V15 AMD Ryzen 5 Laptop- Serial Number: PF2GBDRQ	Councillor Richard Wood House		May-21	PP	417.00	417.00			417	

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OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	301	N	Laptop	Lenovo V15 AMD Ryzen 5 Laptop- Serial Number: PF2GBN57	Councillor Shona Holt House		May-21	PP	417.00	417.00			417	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	302	297	Laptop	Lenovo V15 AMD Ryzen 5 Laptop- Serial Number: PF2GC1HF	Handed back to the office by Councillor Mary Pile - 25.10.22 and re-issued to Councillor Peter Richardson		May-21	PP	417.00	417.00			417	
STREET FURNITURE	STREET FURNITURE	303	N	Topsy Jubilee Bin (Green) with adjustable concrete in anchors x3 and MWPC Plaque	Glasdon	Littleworth Lane, Whitley (To replace missing WC Bin	S&W	Jun-21	PP	391.00	391.00			391	
STREET FURNITURE	STREET FURNITURE	304	N	Topsy Jubilee Bin (Green) with adjustable concrete in anchors x3 and MWPC Plaque	Glasdon	Holbrook Vale, Berryfield (To replace missing WC Bin	BF	Jun-21	PP	391.00	391.00			391	
STREET FURNITURE	STREET FURNITURE	305	N	Topsy Jubilee Bin (Green) with adjustable concrete in anchors x3 and MWPC Plaque	Glasdon	Semington Road at bus stop outside of police station (To replace missing WC Bin	BF	Jun-21	PP	391.00	391.00			391	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	306	N	Laptop	Lenovo V15 Intel Core i5 Laptop- Serial Number	Councillor Andy Russell house		Aug-21	PP	445.00	445.00			445	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	307	N	Laptop	Lenovo V15 Intel Core i5 Laptop- Serial Number	Councillor John Doel House		Aug-21	PP	445.00	445.00			445	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	308	N	Laptop	Lenovo V15 Intel Core i5 Laptop- Serial Number	Councillor Rob Hoyle House		Aug-21	PP	445.00	445.00			445	
STREET FURNITURE	STREET FURNITURE	309	N	Interpretation Panel- Lectern Frame (Entrance board)	Shelly Signs- PO20210012	Shurnhold Fields (entrance board)	SH	Aug-21	PP	720.00	720.00			720	
OUTSIDE EQUIPMENT	STREET FURNITURE	310	N	Speed Indicator device including a spare set of batteries	Solagen Model: SAS300 Mobile SID with slow down	Various locations around Parish- Moved every 14 days		Oct-21	PP	2000.00	2000.00			2,000	
OUTSIDE EQUIPMENT	STREET FURNITURE	311	N	Drinking Water Station - Not installed yet	Experts- HALSEY TAYLOR.4405BF - ENDURA II TUBULAR OUTDOOR BOTTLE FILLING STATION 4405BF Wall Mounted	Bowerhill Sports Field	BH	Oct-21	PP	3088.00	3088.00			3,088	
STREET FURNITURE	STREET FURNITURE	312	N	Bin	Supplier: Glasdon Glasdon Jubilee recycled black c/w 240L Wheeled bin with firesafe	Bowerhill Sports Field	BH	Nov-21	PP	695.00	695.00			695	
LAND	LAND	313	N	Berryfield Village Hall- Land for new hall		Berryfield	BF		PP	1.00	1.00			1	
STREET FURNITURE	STREET FURNITURE	314	N	Interpretation panel- Lectern Frame (Orchard Board)	Shelly Signs- PO20210012- A2 Panel c/w recycled plastic	Shurnhold Fields (Orchard Board)	SH	Dec-21	PP	715.00	715.00			715	
STREET FURNITURE	STREET FURNITURE	315	N	Bench	TDP- Dale bench 1.5m in Brown & Furniture anchor for hard ground	Sandridge Hill (Top of Sandridge Lane- Opposite bus shelter and near turning to Bromham)	E	Jan-22	PP	396	396.00			396	
STREET FURNITURE	STREET FURNITURE	316	N	Bench	TDP- Dale bench 1.5m in Brown & Furniture anchor for hard ground	Beanacre Play Area	BA	Jan-22	PP	396	396.00			396	
STREET FURNITURE	STREET FURNITURE	317	N	Bench	TDP- Dale bench 1.5m in Brown & Furniture anchor for hard ground	Beanacre Play Area	BA	Jan-22	PP	396	396.00			396	
STREET FURNITURE	STREET FURNITURE	318	N	Noticeboard with Powercoated posts- Pathfinder Place	Arien Designs- Traditional noticeboard 405060- RAL 6005	Pathfinder Place	BH	Mar-22	PP	820	820.00			820	
PLAY AREA & PLAYING FIELD EQUIPMENT/SAFERY SURFACING	OTHER SURFACES	319	N	Tarmac path to one side of Hornchurch Road Public Open Space	E D & W BODMAN LTD	Hornchurch Road public open space	BH			22,493	£22,493.00			22,493	
BUILDINGS	BUILDINGS	320	N	New Berryfield Village Hall		Berryfield- Bowood View estate	BF			781,267	237,846		543,421	781,267	#####
STREET FURNITURE	STREET FURNITURE	321	N	Noticeboard with Powercoated posts	Arien Design -Tradition Noticeboard with MWPC header	Adjacent to Pilot pub on grassed area car park side	BH	Apr-22	PP	812			812	812	
STREET FURNITURE	STREET FURNITURE	322	N	Noticeboard	Arien Design -Tradition Noticeboard with MWPC header	Replacement for outside Shaw Village Hall (This is replacing asset 158)	S&W	Apr-22	PP	517			517	517	

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STREET FURNITURE	STREET FURNITURE	323	N	Topsy Jubilee Bin (Green) with adjustable concrete in anchors x3 and MWPC Plaque	Glasdon	Replacement bin for WC burnt out bin at Hornchurch Road public open space	BH	Apr-22	PP	410			410	410	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	324	N	Jabra PanaCast 50 Video conference bar and remote controller	Best4Systems	Melksham Community Campus Meeting Room	O	Jul-22	PP	840			840	840	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	325	N	TV Screen 75inch	John Lewis- Samsung (UE75AU7100) (2021) HDR 4K Ultra HD Smart TV 75 inch with TVPlus Black	Melksham Community Campus Meeting Room	O	Jul-22	PP	916			916	916	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	326	N	TV Screen 75inch	John Lewis- Samsung (UE75AU7100) (2021) HDR 4K Ultra HD Smart TV 75 inch with TVPlus Black	Melksham Community Campus Meeting Room	O	Jul-22	PP	916			916	916	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	327	N	Dishwasher	John Lewis- Beko (DVN04X20W) Freestanding (White)	Melksham Community Campus Meeting Room	O	Jul-22	PP	208			208	208	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	328	N	Under Counter Fridge	John Lewis- Bosch serie 2 (KTL15NWFAG) under counter with ice box (White)	Melksham Community Campus Meeting Room	O	Jul-22	PP	274			274	274	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	329	N	Video Doorbell Intercom	Ubiquiti UVC-G4-Doorbell UNFI Protect WiFi 5 Video Doorbell- 5MP Camera, night vision & audio	Melksham Community Campus Outside Lobby	O	Jul-22	PP	169			169	169	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	330	N	Office phone- Parish Officer desk	Best4Systems- Yealink MP54 IP Phone Team edition	Melksham Community Campus Office	O	Jul-22	PP	100			100	100	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	331	N	Office phone- Clerk desk	Best4Systems- Yealink MP54 IP Phone Team edition	Melksham Community Campus Office	O	Jul-22	PP	100			100	100	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	332	N	Office phone- Finance & Amenities Officer desk	Best4Systems- Yealink MP54 IP Phone Team edition	Melksham Community Campus Office	O	Jul-22	PP	100			100	100	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	333	N	Office phone-Meeting room	Best4Systems- Yealink MP54 IP Phone Team edition	Melksham Community Campus Meeting Room	O	Jul-22	PP	100			100	100	
OUTSIDE EQUIPMENT	STREET FURNITURE	334	N	Speed Indicator Device	Elan City- Evolis Radar Speed Sign with 4x batteries. (Serial number: S-00-418-401#22/17-0103)	Various locations around Parish- Moved every 14 days	V	Aug-22	PP	2,296			2,296	2,296	
STREET FURNITURE	STREET FURNITURE	335	N	Noticeboard	Arien Design- A1 Green noticeboard wall mounted (405060) with MWPC Board	New Berryfield Village Hall- MWPC Board	BF	Aug-22	PP	627			627	627	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	336	N	Filing Cabinet x2	Office Right- Bisley 5 Drawer- White	Bowerhill Sports Pavilion- Kit room	BH	Aug-22	PP	170			170	170	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	337	N	Filing Cabinet- x1	Office Right- Bisley 5 Drawer- Silver	Melksham Community Campus Meeting Room	O	Aug-22	PP	85			85	85	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	338	N	Unifi UDM Pro (Router)	Custodes Ltd	Melksham Community Campus Meeting Room- Comms room	O	Aug-22	PP	100			100	100	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	339	N	Unifi 16W PoE Switch	Custodes Ltd	Melksham Community Campus Meeting Room	O	Aug-22	PP	145			145	145	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	340	N	Unifi Access Points x2	Custodes Ltd	Melksham Community Campus Meeting Room- Comms room	O	Aug-22	PP	20			20	20	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	341	N	Unifi G4 Dome (CCTV Camera)	Custodes Ltd	Melksham Community Campus Meeting Room	O	Aug-22	PP	1			1	1	Donated from Custodes Ltd

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OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	342	N	Dell Micro 3000 PC	Custodes Ltd	Melksham Community Campus Meeting Room- Behind TV on the wall (TV on left hand side as you walk into the room)	O	Aug-22	PP	1			1	1	Donated from Custodes Ltd
OUTSIDE EQUIPMENT	STREET FURNITURE	343	N	Zoll AED 3 Semi Auto Defibrillator with Sentry Stainless Steel Cabinet	Community Heartbeat Trust- Zoll AED 3 Semi Auto	Berryfield Village Hall (Telford Drive)	BF	Sep-22	PP	2,515			2,515	2,515	
STREET FURNITURE	STREET FURNITURE	344	N	Bin	Glasdon- Topsy Jubilee Fire expire bin with adjustable concrete anchors and MWPC Plaque- Replacement Wiltshire Council bin	At bus stop on Bath Road, Shaw opposite Shaw dog kennels	S&W	Sep-22	PP	409			409	409	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	345	N	4x Whiteboards 900x1200mm	Office Right- Cathedral Magnetic Aluminium Frame	Campus Office	O	Sep-22	PP	158			158	158	
STREET FURNITURE	STREET FURNITURE		N	Noticeboard (Blue)- DONATED TO BERRYFIELD VILLAGE HALL COMMITTEE TRUST	Arian Design	Berryfield Village Hall (Telford Drive)- Management Trust Board	BF			562			-	-	
PLAY AREA & PLAYING FIELD EQUIPMENT/SAFETY SURFACING	SPORTS EQUIPMENT	346	N	Boot Wash Cleaner	JH Jones	Bowerhill Sports Field	BF	Oct-22	PP	380			380	380	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	347	N	1X Magnetic drywipe board	Office Right	Melksham Community Campus Meeting Room	O	Nov-22	PP	57			57	57	V3004
ARTWORK	ARTWORK	348	N	Berryfield Village Hall Public Art Exterior	Kerry Lemon	Berryfield Village Hall	BF	Dec-22		548			548	548	
ARTWORK	ARTWORK	349	N	Berryfield Village Hall Public Art Interior	Kerry Lemon	Berryfield Village Hall	BF			218			218	218	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	350	N	Whiteboard 1200x900mm	Office Right	Melksham Community Campus Office	O	Aug-22	PP	20			20	20	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	351	N	Nobo Essence Whiteboard 900x600mm	Office Right	Melksham Community Campus Office	O	Aug-22	PP	20			20	20	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	352	N	4x Pop up 4 way power & Data pods for meeting table	Office Right	Melksham Community Meeting room	O	Aug-22	PP	320			320	320	
STREET FURNITURE	STREET FURNITURE	353	N	Pathfinder Way public art noticeboard Frame (Frame and legs)		On highway verge on Pathfinder Way	BH			3,000			3,000	3,000	
STREET FURNITURE	STREET FURNITURE	354	N	Bench 1 from Wiltshire Council for Wildflower areas				Jan-23		1			1	1	
STREET FURNITURE	STREET FURNITURE	355	N	Bench 2 from Wiltshire Council for Wildflower areas				Jan-23		1			1	1	
STREET FURNITURE	STREET FURNITURE	356	N	Noticeboard	Arian Design	Opposite Shaw School	S&W	Mar-23		1			1	1	Noticeboard that went missing at Pathfinder Place was found and relocated to opposite Shaw School.
STREET FURNITURE	STREET FURNITURE	357	N	Noticeboard posts	Arian Design	In Allotment shed				1			1	1	

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GENERAL CONTENTS	GENERAL CONTENTS	358	N	CCTV System	Kanconnections	Bowerhill Sports Pavilion	BH	Jul-22		2,300			2,300	2,300	
				TOTAL						1,153,514	591,426	- 1,875	562,277	1,151,828	
											591,425			1,151,827	