Renewal of Parish Council Insurance (LTA).

Parish Council Insurance expires on 31st March 2025 (together with the existing Long Term Agreement (LTA) as agreed by the Parish Council (Min. **22.02.09.6ii** refers). Therefore, the parish council is obliged under Financial Standing Orders to seek three or more quotes for renewal(s) of insurance in 2025/6.

An up-to-date Asset Register (attached as **Appendix A**) has been supplied to our current insurers (Zurich Municipal), together with a further three specialist insureres and the summary of assets is shown below:

Zurich have advised that the cover for the Chapel of Rest and War Memorial should be based on the replacement value (purchase cost, plus VAT) and an estimate replacement value of the BT Call Box has been included (\pounds 5,400¹).

The clerk has queried this with SALC, whose advice is that replacement cost net of VAT is adequate (in accordance with our existing Asset Valuation Policy, attached as **Appendix B**) and their advice is attached as **Appendix C**).

The quotes which the Clerk has sought, based on like for like insurance (copies of the schedules and financial risk assessments were supplied) are set out below:

| Provider | Underwriter | Annual Premium | Long Term Agreement |
|-----------------------|-------------------------------|-------------------|------------------------|
| BHIB | No response | | |
| Zurich Municipal | Zurich | £1407.65 | £1407.65 |
| Gallagher Communities | Hiscox Underwriting Ltd | £1334.48 | £1334.48 |
| Clear Insurance | No Quote offered ² | | |

The approved budget for 2025/26 makes provision for an insurance premium of up to ± 1500 . Both quotes currently received are below the approved budget.

The parish council has previously insured through Zurich and found their response times and advice timely and supportive. Zurich also offers both a Local Community Advisory Service (LCAS) including interactive guide to risk management, specialist health and safety advice and risk updates for the sector.

The quotes received are attached as **Appendices D**.

Legal Expenses and Contract Disputes cover have been requested (the council having no major creditors, debt recovery was excluded from the quote).

Recommendation:

The Parish Council authorise the clerk to take up insurance with Gallagher Communities at a cost of £1334.48.

¹ Based on most expensive BT call box currently listed on X2 Connect Ltd, the only BT approved reseller of K6 Red Telephone Box and their Spares

² Through Community Action Suffolk – requesting additional risk assessments, NICEIC report for Chapel of rest which can be prepared for future insurance renewals

| Offer | Gallagher | Zurich |
|---|--|---|
| Annual Premium (including Insurance | £1334.48 | £1407.65 |
| Premium Tax) | | |
| 3 Year undertaking | Yes | Yes |
| Employers Liability | £10m | £10m |
| Public and Products Liability | £12m | £12m |
| Fidelity Guarantee | £250k | £250k |
| Excess | £250.00 | £250.00 |
| No Claims Discount and application of Excess Protection | n/a | |
| Loss of non-negotiable money | £250k | £250k |
| Libel and Slander | £250k | £250k |
| Officials Indemnity | £12m | £12m |
| Data Protection Defence | Reconstitution of | |
| | electronic data - £5k | |
| Reconstitution of other business documents | £5k | |
| Lock replacement | £10k | |
| Building damage (by theft) | £10k | |
| Personal assault | £10k per person | |
| Personal Accident | £50k/£250pw ³ | £50k – covers employees, members and volunteers |
| Personal Accident Key Worker | £100k/£500-£100pw | £100k |
| Lock replacement | £10k | |
| Legal Expenses | £200k | £200k |
| Marquees | £10k | |
| Metered Water and fuel | £5k | |
| Business Interruption | £10k | |
| Clerk Absence Cover (key person) | £250 per week up to £2,500 | |
| Contents temporarily elsewhere including transit | £25k or 10% amount insured for contents (the lesser) | |
| Defibrillators | £5k | |
| Bequeathed property | £5k | |
| Fundraising events | £5k | |
| Contents kept at home | £25k or 10% amount insured for contents (the lesser) | |
| Fraud and dishonesty | £150k aggregate per period of insurance | |
| Contract Works and Site Materials | £75k | |

³ Councillors, trustees, volunteers and employees of the insured

Appendix D

| WICKHAMBROOK PARISH COUNCIL |
|-----------------------------|
| Fixed Asset Perister |

| Description | Date Acquired | | Purchase Cost £ (incl VAT) | Financial Year | Asset Cost (excl VAT) | | Location |
|---|----------------------------------|-----------------|------------------------------------|-------------------|---------------------------------|--|--|
| TOTAL Excluding Buildings | | | as al | 2023-24 | £ 126,371.22 | | |
| Cemetery Chapel* | pre-1998 | | £ 181,930.00 £ 61,560.00 | | £ 151,609.00 | Chapel of Rest War Memorials | Cemetery |
| War Memorial** | pre-1998 | | | £ 202,909.00 | £ 51,300.00 | | Cemetery |
| Village Sign | 1998 | | £ 1,905.00 | £ 1,905.00 | £ 1,905.00 | Street Furniture | Thorn's Corner |
| Cemetery Gate | August 2001 | | £ 1,400.00 | | £ 1,191.00 | Gates & Fences | Cemetery |
| Hardwood Bench Hardwood Bench | September 2001 September 2001 | | £ 341.00 £ 341.00 | | £ 341.00 £ 341.00 | Street Furniture Street Furniture | Attleton Green Coltsfoot Green |
| | 2001-02 | £ 2,082.0 | 0 | £ 1,873.00 | | | |
| Half-pipe with hip | 31/01/2013 | | £ 11,133.00 | | £ 9,277.50 | Playground Equipment | Skate Park, Cemetery Road |
| Quarter pipe Funbox with curb | 31/01/2013 31/01/2013 | | £ 4,022.00 £ 4,363.00 | | £ 3,351.67 £ 3,635.83 | Playground Equipment Playground Equipment | Skate Park, Cemetery Road Skate Park, Cemetery Road |
| Grind rail | 31/01/2013 | | £ 325.00 |) | £ 270.83 | Playground Equipment | Skate Park, Cemetery Road |
| Curb Slide rail | 31/01/2013 31/01/2013 | | £ 488.00 £ 488.00 | | £ 406.67 £ 406.67 | Playground Equipment Playground Equipment | Skate Park, Cemetery Road Skate Park, Cemetery Road |
| Youth shelter | 31/01/2013 | | £ 3,886.00 £ 3,105.00 | | £ 3,238.33 £ 2,587.50 | Playground Equipment | Skate Park, Cemetery Road |
| Skatepark fencing Playland fencing (£6637.50 plus VAT - replaced with Bowtop fencing at line 82) | 31/01/2013 31/01/2013 | | £ 3,105.00 | , | £ 2,587.50 £ - | Gates & Fences Gates & Fences | Skate Park, Cemetery Road Skate Park, Cemetery Road |
| Basketball system (£610.83 plus VAT - De-commissioned April '23 - replaced with Senior Wooden Goal End - Iin Litter bin (£136.67 plus VAT - De-commissioned summer 2024) | 31/01/2013 31/01/2013 | | | | £ - | Sports Equipment Street Furniture | Skate Park, Cemetery Road Skate Park, Cemetery Road |
| Litter bin | 31/01/2013 | | £ 164.00 | | £ 136.67 | Street Furniture | Skate Park, Cemetery Road |
| Baseworks | 31/01/2013 2012-13 | £ 46,724.0 | £ 18,750.00 | £ 38,936.67 | £ 15,625.00 | Sports Ground Surfaces | Skate Park, Cemetery Road |
| Te dallare avoided use to | | | £ 5,110.00 | | £ 4,258.33 | Discourse of Facility and | New York Constant David |
| Toddler multi-unit Junior multi-unit | 19/07/2013 19/07/2013 | | £ 5,110.00 £ 14,615.00 | | £ 4,258.33 £ 12,179.17 | Playground Equipment Playground Equipment | Playground, Cemetery Road Playground, Cemetery Road |
| Infinity web climber Dish roundabout | 19/07/2013 19/07/2013 | | £ 8,048.00 £ 1,344.00 |) | £ 6,706.67 £ 1,120.00 | Playground Equipment Playground Equipment | Playground, Cemetery Road Playground, Cemetery Road |
| Maypole (£1562.50 Plus VAT - Removed 05/22 - Beyond Repair) | 19/07/2013 | | | | | Playground Equipment | Playground, Cemetery Road |
| Bird's nest swing 360 degree dish | 19/07/2013 19/07/2013 | | £ 2,688.00 £ 768.00 | | £ 2,240.00 £ 640.00 | Playground Equipment Playground Equipment | Playground, Cemetery Road Playground, Cemetery Road |
| Litter Bin | 19/07/2013 | | £ 344.00 |) | £ 286.67 | Street Furniture | Playground, Cemetery Road |
| Bee Springer Snail Springer | 19/07/2013 19/07/2013 | | £ 841.00 £ 594.00 | | £ 700.83 £ 495.00 | Playground Equipment Playground Equipment | Playground, Cemetery Road Playground, Cemetery Road |
| Supernova | 19/07/2013 | | £ 4,241.00 |) | £ 3,534.17 | Playground Equipment | Playground, Cemetery Road |
| Stand and Spin Snake Weaver | 19/07/2013 19/07/2013 | | £ 532.00 £ 365.00 | | £ 443.33 £ 304.17 | Playground Equipment Playground Equipment | Playground, Cemetery Road Playground, Cemetery Road |
| Stepping Posts | 19/07/2013 | | £ 143.00 |) | £ 119.17 | Playground Equipment | Playground, Cemetery Road |
| Tables and bench Playground Fence | 19/07/2013 2013 | | £ 2,026.00 £ 5,315.00 | | £ 1,688.33 £ 5,315.00 | Street Furniture Gates & Fences | Playground, Cemetery Road Playground, Cemetery Road |
| | | £ 46,974.0 | | £ 40,030.83 | | | |
| Benches (3) | 28/09/2017 | | £ 1,197.00 | 1 | £ 997.50 | Street Furniture | Cemetery Garden |
| BT Call Box Cableway (Zip Wire) | 26/10/2017 18/01/2018 | replacement cos | t £5,400.0 £ 9,444.00 | | £ 7,870.00 | Street Furniture Playground Equipment | Shop Hill Playground, Cemetery Road |
| | | £ 16,041.0 | | £ 8,868.50 | 2 7,870.00 | Playground Equipment | Playqiounu, Cemetery Koau |
| Hydraulic Gate Closer - (£205.29 plus VAT - Removed September '20 - replaced with line 72) | 28/03/2019 | | | | | Gates & Fences | Playground, Bury Road |
| ······································ | | £- | | £ - | | | |
| Parish Laptop for Clerk (£532.99 plus VAT - De-commissioned Feb' 23 - recycled - replaced with line 95) | 25/04/2019 | | | | | Contents | Clerk Office |
| Westminster Flat Arm Garden Bench | 27/06/2019 | | £ 274.00 | | £ 228.33 | Street Furniture | Genesis Green |
| Printer - Lexmark Proster Emergency Warning Strobe Light | 26/09/2019 31/10/2019 | | £ 395.94 £ 20.48 | | £ 329.95 £ 15.99 | Contents | Clerk Office Cllr Highways Portfolio |
| Re-instatement of Playfort | /10/2019 & 28/02/2020 | D | £ 4,459.46 | | £ 3,716.22 | | Playground, Cemetery Road |
| Parish Laptop for VAS Work Lock for Double Gates & Cemetery Road Play Park | 28/11/2019 27/02/2020 | | £ 329.00 £ 19.94 | | £ 274.17 £ 19.94 | | Cllr Highways Portfolio Playground, Cemetery Road |
| | 2019-20 | £ 5,498.8 | 2 | £ 4,584.60 | | | |
| New Play Equipment (Bury Road | 01/09/2020 | | £ 7,353.60 | | £ 6,128.00 | | Playground, Bury Road |
| New Gate (Bury Road) Commemorative WWII Bench | 01/09/2020 05/02/2021 | | £ 936.00 £ 1,269.60 | | £ 780.00 £ 1,058.00 | Gates & Fences Memorial Furniture | Playground, Bury Road Cemetery |
| | 2020-21 | £ 9,559.2 |) | £ 7,966.00 | 1,050.00 | richional rumitare | contery |
| Sign for play area | 09/04/2021 | | £ 97.58 | | £ 81.32 | Playground Equipment | Playground, Cemetery Road |
| Metal Fabricated Ornamental Heart | 16/06/2021 | | £ 334.50 | | £ 334.50 | Street Furniture | Thorn's Corner |
| Ornamental Railings to Cemetery Gates Garden Bench - Coltsfoot Green | 16/06/2021 16/09/2021 | | £ 1,003.76 £ 245.00 | | £ 1,006.76 £ 204.17 | Street Furniture Street Furniture | Cemetery Road Coltsfoot Green |
| Replacement Waterbuts Lockdown Bins (x 3) | 06/10/2021 22/06/2021 | | £ 109.98 £ 1.661.95 | | £ 91.65 £ 1.384.96 | Street Furniture Street Furniture | Cemetery Six Acres, Recreation Ground & Cemeter |
| Bow Top Fencing | 07/02/2022 | | £ 6,299.06 | | £ 5,249.22 | Gates & Fences | MUGA Space, Six Acres, Cemetery Road |
| Gazebo (incl. Tie down kit, leg weights, rechargeable lighting) NP Banners | 03/02/2022 16/02/2022 | | £ 903.85 £ 74.40 | | £ 753.21 £ 62.00 | Contents Contents | Chapel of Rest Chapel of Rest |
| Zodiac Airport Stainless Steel 3.0Ltr Thermos x 2 | 03/03/2022 | | £ 39.96 | i | £ 33.30 | Contents | Chapel of Rest |
| 2 Pack Poster Stand Holder Lifetime 6' fold in half bench x 2 | 02/03/2022 02/03/2022 | | £ 38.99 £ 91.98 | | £ 32.49 £ 76.64 | Contents Contents | Chapel of Rest Chapel of Rest |
| Panana Waterproof Pavement Sign | 04/03/2022 | | £ 101.49 |) | £ 84.57 | Contents | Chapel of Rest |
| Mini Table top folding display 7 panel folding display | 02/03/2022 02/03/2022 | | £ 138.00 £ 370.80 | | £ 115.00 £ 309.00 | Contents Contents | Chapel of Rest Chapel of Rest |
| | 2021/22 | £ 11,511.3 | 0 | £ 9,818.79 | | Contents | Chapel of Rest |
| NidaGravel GraveSpace Markers | 12/05/2022 | | £ 346.5 | | £ 288.76 | Contents | Chapel of Rest |
| Combination Lock | 14/07/2022 | | £ 17.00 | | £ 14.17 | Locks | Playground, Cemetery Road |
| New Parish Laptop Wall Mounted Letter Box | 03/02/2023 06/02/2023 | | £ 599.99 £ 16.99 | | £ 499.99 £ 14.16 | Contents Street Furniture | Clerk Office BT Call Box, Shop Hill |
| Coronation Garden Bench | 07/03/2023 | £ 1.635.4 | £ 654.95 | | | Street Furniture | Six Acres |
| | | £ 1,635.4 | | | | | |
| Senior Wooden Goal End Community Engagement Equipment - Catering: Hot Water Urn, 2 x Slow Cookers, | 24/042023 | | £ 7,457.64 | | £ 6,214.70 | Playground Equipment | MUGA Space, Six Acres, Cemetery Road |
| 40 bowls & spoons, 4 ladels, 10 table covers | 03/07/2023 | | £ 298.48 | 1 | £ 248.66 | Contents | Chapel of Rest |
| Community Engagement Equipment - Games: Connect 4, Farmyard Heads & Tails, 100 Classic Games Compendium, Scrabble, Gruffalo Mini Memory Game, 4 pack | | | | | | | |
| Metallic Travel Games | 03/07/2023 | | £ 57.24 | | £ 47.27 | Contents | Chapel of Rest |
| Community Engagement Equipment - Trolley Parish Noticeboard | 03/07/2023 26/07/2023 | | £ 57.99 £ 1,539.60 |) | £ 48.32 £ 1.283.00 | | Chapel of Rest Shop Hill |
| Plaque for Queens Green Canopy | 26/07/2023 | | £ 56.99 |) | £ 47.49 | Street Furniture | Cemetery |
| Fencing and post materials Solar Post Caps | 17/10/2023 24/01/2024 | | £ 960.12 £ 114.93 | | £ 800.11 £ 95.79 | Gates & Fences Street Furniture | Cemetery & Six Acres Six Acres |
| | | £ 10,543.0 | 3 | £ 8,785.34 | | | |
| Garden Bench, Six Acres (£85.79 plus VAT - removed spring '24 - beyond repair) | 13/02/2024 | | | | | Street Furniture | Six Acres |
| Newton Newton D-Day 80 Flag Memorial Bench (Royal Navy Past & Present), Cemetery | 13/05/2024 15/04/2024 | | £ 28.80 | | £ 24.00 | Memorial Furniture | Chapel of Rest |
| Aluminium Plaque | 16/05/2024 | | £ 1,941.60 £ 16.90 |) | £ 1,618.00 £ 14.08 | Memorial Furniture Memorial Furniture | Cemetery Cemetery |
| Chains and Locks | 30/07/2024 | | £ 162.33 £ 125.99 | | £ 135.31 | Locks | Six Acres |
| Heavy Duty Shelving Unit Removeable Bollards (2) | 30/08/2024 29/11/2024 | | £ 456.84 | | £ 104.99 £ 380.70 | Contents Gates & Fences | Chapel of Rest Six Acres |
| | | £ 2,732.5 | | £ 2,277.08 | | | |
| | | | | | | | |
| Category Contents | | | Purchase Cost Totals £ 3,865.10 | | Asset Cost Totals £ 3,324.31 | • | |
| Street Furniture | | | £ 17,730.69 |) | £ 10,896.31 | | |
| Gates & Fences | | | £ 18,015.18 | 1 | £ 16,303.53 | | |
| Playground Equipment Sports Equipment | | | £ 92,806.28 £ - | | £ 77,338.57 £ - | | |
| Sports Ground Surfaces Mowers & Machinery | | | £ 18,750.00 £ - | 1 | £ 15,625.00 | | |
| Locks | | | £ 199.31 | | £ 169.42 | | |
| Memorial Furniture | | | £ 3,256.90 | | £ 2,714.08 | | |
| War Memorials (replacement value) | | | £ 181,930.00 | | £ 51,300.00 | | |
| | | | £ 61,560.00 |) | £ 151,609.00 | | |
| Chapel of Rest (replacement value) | | | | £ 329,280.22 | | | |

Asset Register Policy

1 Background

1.1 Local councils must maintain an asset register to ensure fixed assets are appropriately safeguarded. This includes items of a capital nature where values tend to be high and which have a useful life of more than one year (Governance and Accountability for Local Councils: A Practitioner's Guide (England) 2014, para. 3.66). The Council's Financial Regulations, section 13 refers to the custody of Assets, Properties and Estates.

2 Scope of asset register

- 2.1 In order to ensure transparency and reasonableness, the following items are included in the Council's asset register, whether purchased, gifted or otherwise acquired, together with their holding location:
 - land and buildings held freehold or on long term lease in the name of the Council
 - community assets
 - vehicles, plant and machinery
 - assets considered to be portable, attractive or of community significance
 - other assets estimated or known to have a minimum purchase or resale value of £100
 - long term investments, shares and loans made by the Council
 - assets held on trust (e.g. monies held on behalf of the Chairman's charity)
- 2.2 The values indicated in the asset register will inform the 'total fixed assets' section of the Annual Return with the exception of assets held on trust.
- 2.3 The following items fall outside the definition for inclusion and are therefore excluded from the Council's asset register:
 - land and buildings held on short term lease or rented
 - land and buildings maintained or serviced, but not owned by the Council
 - assets rented by or loaned to the Council
 - stock items intended for resale
 - stationery and other consumable items
 - boundaries of land owned (e.g. fences, hedges and gates)
 - floor or land surfaces and drainage
 - plants and trees
 - assets with a purchase or resale value of less than £100 (other than items listed as for inclusion in the asset register)
 - repairs
 - cash, short term investments and other current assets
 - intangible assets (e.g. trademarks, internet domain names, contingent assets, broadcast rights)
 - 'negative' assets (e.g. provisions, borrowings, creditors and contingent liabilities)
- 2.4 A separate section of the asset register will contain a schedule of disposals.

3 Valuation of assets

- 3.1 Once recorded on the asset register, the value of assets must not change from year to year until disposal. Concepts of depreciation and impairment adjustments are not appropriate for local councils (Governance and Accountability for Local Councils: A Practitioner's Guide (England) 2014, para. 3.69).
- 3.2 Assets must be valued by one of the following means based on available information:
 - ideally, apply the purchase price (net of VAT if VAT has been reclaimed);
 - otherwise, apply the purchase price (gross of VAT if VAT has not been reclaimed or where the VAT status of the purchase is unclear)
- 3.3 Where it is not possible to trace the purchase price of the asset the insurance (rebuild) valuation should be applied. This applies specifically to:
 - Chapel of Rest; and
 - War Memorial

As a last resort, a nominal value of $\pounds 1$ may be applied. This should also be used for assets gifted to the Council.

3.4 There is no guidance where land or buildings have been subject to substantial renovation and improvement to such an extent that the new market value bears no relation to the original purchase cost. In order to avoid renovation and improvement work being separately recorded on the asset register and in these exceptional circumstances only, a market value supplied by a qualified surveyor may be entered.

4 Procedure for updating the asset register

- 4.1 The start point is the asset register that has been agreed for the end of the previous financial year. The financial ledger should be reviewed for all purchases made during the year. A discussion should be held with all Council officers to identify any assets that have been gifted to the Council. Any new assets which fall in the categories stated at 2.1 above should be added to the asset register, with their values recorded at the purchase price (net of VAT if VAT is being reclaimed) or at £1 if gifted to the Council.
- 4.2 The financial ledger should also be reviewed for all asset sales made during the year. A discussion should be held with all Council officers to identify any assets that have been lost, disposed of or gifted by the Council. Any assets which fall in the categories stated at 2.1 above should be removed from the asset register and recorded in the schedule of disposals. The asset register should record any assets loaned by the Council, including the person or organisation borrowing the asset, its location and the date when the loan period ends.
- 4.3 A 'stock take' of asset register items should occur to ensure that all asset register items can be physically verified. Any assets which cannot be located should be removed from the asset register and recorded in the schedule of disposals.
- 4.4 The asset register, schedule of disposals and this policy will be reviewed annually and approved by the Council at the same time as the approval of the Annual Return.

EN7151: Correct Insurance Valuations

Reply from the SALC team

Hello Hilary,

I recommend continuing with your current method. According to page 41 of the

, which covers fixed assets and equipment, paragraph 5.64 states that assets should be recorded at their acquisition cost, unless they are materially enhanced. This aligns with your current practice.

Please let me know if you need any further assistance.

Kind regards

Claire

Hilary WorkmanMon Feb 10 2025

Correct Insurance Valuations

I was just reviewing and updating our insurance policy following a change to our asset register.

Our Asset valuation policy states:

3 Valuation of assets

3.1 Once recorded on the asset register, the value of assets must not change from year to year until disposal. Concepts of depreciation and impairment adjustments are not appropriate for local councils (Governance and Accountability for Local Councils: A Practitioner's Guide (England) 2014, para. 3.69).

3.2 Assets must be valued by one of the following means based on available information:

• ideally, apply the purchase price (net of VAT if VAT has been reclaimed);

• otherwise, apply the purchase price (gross of VAT if VAT has not been reclaimed or where the VAT status of the purchase is unclear)

3.3 Where it is not possible to trace the purchase price of the asset the insurance (rebuild) valuation should be applied. This applies specifically to:

- Chapel of Rest; and
- War Memorial

Up until now, our Chapel of Rest and War Memorial have been insured based on the net rebuild value of the assets (last valued 2020). Our insurers are saying that we should be using the gross re-build value (not net of VAT). This has a marked impact on our premium.

Should we be using gross rebuild value for the purposes of insurance, or continue as we have until now with the net asset (rebuild) value?

Responses



Claire PizzeyMon Feb 10 2025 14:31:47 GMT+0000 (Greenwich Mean Time) Your enquiry has been answered - please log onto the SALC Portal to access using the link below.

If you are having difficulty viewing our response - watch this video.



Private & Confidential

Mrs Hilary Workman Wickhambrook Parish Council 123 York Road Bury St. Edmunds Suffolk IP33 3EG United Kingdom Blenheim House 1-2 Bridge Street Guildford Surrey GU1 4RY

Appendix D

Tel: 01483 462 860

www.ajg.com/uk

20th February 2025

Dear Mrs Hilary Workman,

Insurance Policy: AJG Community Schemes , Parish Council Scheme Client Name: Wickhambrook Parish Council Client Reference Number: 42592469 Quote Reference: 759425699 Effective Date: 01/04/2025

Following our recent discussions, we are delighted that you have requested a quotation from Gallagher.

Enclosed is your quotation, which is valid for 90 days from the date of this letter. This is based on your requirements which you disclosed to us in our recent 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 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 | £1,146.86 | £137.62 | £50.00 | £1,334.48 |
| Total | | £1,146.86 | £137.62 | £50.00 | £1,334.48 |

Long Term Agreement Option

In order to ensure rate stability, Wickhambrook 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 £1,334.48. This means Wickhambrook 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:

Page 1

Registered in Scotland. Company Number: SC108909.



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

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

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

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



Market Selection

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

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

Significant Terms, Conditions, Warranties, Exclusions and Subjectivities

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

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

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

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

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



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

Payment Options

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

You can pay by the following options:-

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

Next Steps

Should you need any assistance or wish to review our recommendation in anyway, please do contact Gallagher Insurance on 01483 462860 or via <u>community@ajg.com</u>.

We look forward to receiving your instructions.

Yours sincerely,

The Community Team

Tel: 01483 462860 Email: <u>community@ajg.com</u>

TALK TO US ABOUT:

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





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

Our Service & Remuneration

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

| Policy Cover | Broker Fee | Commission | Admin Fee |
|-----------------------|--------------|--------------|--------------|
| AJG Community Schemes | × | \checkmark | \checkmark |
| Parish Council Scheme | \checkmark | × | × |
| AJG Community Schemes | × | \checkmark | \checkmark |



Important Information

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

1. Sums Insured and Under-Insurance (Average)

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

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

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

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

2. Duty of Fair Presentation

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

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

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

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

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

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



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

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

3. Policy Terms, Conditions and Exclusions

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

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

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

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

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

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

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



4. Administration Fees

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

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

5. Basis of our services

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

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

6. Short Form Privacy Notice

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

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

Please see our Privacy Notice for further information on how your personal data is used, shared, disclosed and retained, your rights in relation to your personal data and how to contact our Data Protection Officer. Our Privacy Notice can be found at https://www.aig.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.

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

9. Making a Claim

Step 1 Reporting a claim

You will need to notify us as soon as possible after an incident, either by telephone on



02382 547123 or by email to communityclaims@ajg.com.

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

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

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

Step 2 Claims Handling & Investigation

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



from them.

- Insurers will look to agree with you what the next steps may be relating to any repair, replacement, defence, or interim actions required.
- Interim payments can sometimes be agreed, particularly on large claims or where the claim creates cash-flow issues. Where appropriate you should ask insurers whether this is a possibility.

Step 3 Conclusion/Resolution of Claim

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

Exceptions - Assistance and Complaints

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



Wickhambrook Parish Council 123 York Road Bury St. Edmunds **IP33 3EG**

IF PAYING BY DIRECT BANK TRANSFER PLEASE CHECK BANK DETAILS BELOW AS THEY MAY HAVE CHANGED SINCE YOUR LAST INVOICE

| | Client Ref: |
|-------------------|---------------|
| | Policy Ref: |
| Pro-Forma Invoice | Invoice Date: |

42592469 759425699 20 February 2025

| | | | Amounts (£) | Cost (£) |
|-----------------------|---|--|-----------------------------|----------|
| AJG Community Schemes | Hiscox Insurance Company Limited Term: 01/04/25 - 31/03/26 | Premium Insurance Premium Tax Total Fees | 1,146.86 137.62 50.00 | 1,334.48 |
| | TOTAL | | | 1.334.48 |

Payment due on or before effective date.

If you would like to pay by credit/debit card please contact us on 077562 16298. Payments by direct bank transfer should be made to the following account, using reference - 42592469.

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

does not regulate all forms of the products we provide

The Financial Conduct Authority



Terms of Business Agreement

Arthur J. Gallagher Insurance Brokers Limited

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Scope and application

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

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

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

We specifically draw your attention to the following sections:

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

Where your business is operated through an incorporated company, trust, limited liability partnership or partnership, we are entitled to assume that the recipient of this agreement has obtained authorisation or is entitled to consent to these terms on your behalf. If you are a company or other body corporate, unless otherwise expressly stated in any separate written agreement between you and AJGIBL, you agree to and accept the terms of this agreement on your own behalf and on behalf of each of your group companies (where those group companies are receiving the benefit of our services). You will ensure that each of your group companies will act on the basis that it is a party to and bound by the agreement. All references in this agreement to 'you' and 'your' mean you and each of your group companies.

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

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

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

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

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

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

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

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

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

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

Who are we?

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

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

What do we do?

As an insurance intermediary, we usually act for you. We offer access to general insurance products and services provided by a wide range of UK and international insurers, including Lloyd's. Our services include advising you on your insurance needs, arranging insurance policies with insurers in order to meet those needs, provide associated risk management services and any other insurance related services. We will also help you to make changes to your insurance policy if required and will remind you when your policy is due for renewal as appropriate. Unless your policy states otherwise, or we agree, we will provide you with assistance in submitting a claim and with obtaining reimbursement from insurers.

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

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

Arthur J. Gallagher Insurance Brokers Limited is authorised and regulated by the Financial Conduct Authority. Registered Office: Spectrum Building, 55 Blythswood Street, Glasgow, G2 7AT. Registered in Scotland. Company Number: SC108909. <u>www.ajg.com/uk/.</u> ©2020 Arthur J. Gallagher & Co. All rights reserved We do not offer advice in relation to tax, accounting, regulatory or legal matters (including sanctions) and you should take separate advice as you consider necessary regarding such matters.

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

Which insurers do we use?

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

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

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

How are we paid for our services?

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

a fee paid by you; details of this, or the basis of calculation, will be declared to you in advance of this being incurred;

brokerage/commission, which is a percentage of the total annual insurance premium paid by you and given to us by the insurers with whom we place your business; and

administration charges, in addition to any insurance premiums, for administration of your policy, including amending and cancelling any policy: these apply on most placements (even where a) and / or b) apply), and details of these charges, will be provided to you in advance of them being incurred.

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

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

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

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

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

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

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

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

Client Money (money we hold as your agent):

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

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

Money we hold as your agent is referred to as 'Client Money'.

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

We may use Client Money held in the NST on behalf of one client ('Client A') to pay another client's premium ('Client B') before we receive such premium from Client B. We may also make claims payments/ premium refunds to other clients before monies are received from the insurer. Although there may be occasions when we do this, it is not our policy to routinely cross- fund in this way. For the avoidance of doubt, we may not use Client Money to pay ourselves commissions before we receive the relevant premium from you.

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

Holding both insurer and Client Money

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

Payment to third parties:

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

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

Financial Services Compensation Scheme

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

Further details regarding the FSCS are available online at <u>www.fscs.org.uk</u> 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 antibribery 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.

As part of paying your claim, your insurer may require us to deduct the value of sums due (such as premiums or instalments under a credit scheme) before sending the balance of any claims payment to you.

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

We follow our own conflict management policies and procedures (for example, using information barriers). These are designed to prevent any conflicts of interest adversely affecting or compromising your interests. However, in some cases, where we cannot be reasonably confident that we can prevent the risk of damage to your interests, we will discuss this with you. If you have any concerns in relation to conflicts of interests, please contact us.

Complaints

We value our relationship with you and we welcome feedback on the service you receive from us. Please tell us if you are dissatisfied with part of our service so that we can improve our products or services. Our aim is that you should benefit from a high quality service using our experience and breadth of insurance broking expertise. We always try to provide a high standard of service but if you ever have cause to complain, please do so by contacting your usual AJG representative by whatever means is convenient to you.

If you wish to deal with someone wholly independent of the branch or division that has been servicing your business, please contact:

Address: Complaints Management Team Spectrum Building 55 Blythswood Street Glasgow G2 7AT Email: commercialcomplaintsuk@ajg.com

We will acknowledge written complaints promptly. Our complaints procedure is available on request.

If you feel that we have not been able to resolve the matter to your satisfaction, after this process you may have the right (subject to eligibility) to refer your complaint to the Financial Ombudsman Service; this address is:

The Financial Ombudsman Service Exchange Tower London E14 9SR

Telephone: 0800 0234 567 (from landline) Telephone: 0300 123 9 123 (from mobile)

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

Website: http://www.financial-ombudsman.org.uk

Whether or not you make a complaint to us and/or refer your complaint to the Financial Ombudsman Service, your right to take legal action will not be affected.

Other territories

Other territories may also offer complaints and dispute resolution arrangements that we are required to follow where we are held to be doing business there. 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.

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.

Circumstances outside of the parties' control

Neither party will be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. In that event, the affected party will notify the other as soon as reasonably practicable

Unexpected acts or events

Neither party will be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. In that event, the affected party will notify the other as soon as reasonably practicable.

Transfer of this agreement

Neither party can transfer their rights nor obligations under this agreement in whole or in part to anyone else, except that:

- a) we may transfer all or some of our rights and/or obligations to one or more other members of the Arthur J Gallagher group of companies; and
- either party may transfer all or some of our rights and/or obligations to someone else with the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

Governing law and jurisdiction

The law of England and Wales will apply to this agreement

The parties irrevocably agree that the courts of England and Wales will have the necessary jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter.



Ms Hilary Workman Wickhambrook Parish Council 3 Farriers Close Great Barton Bury St. Edmunds IP31 2FP

Select for Local Councils Policy Schedule

This insurance policy, which meets your demands and needs, has been based on the latest information obtained from you. The Policy, the Policy Schedule, any Certificates of Insurance and Endorsements form one document and should be read together. This Schedule replaces any previous Schedule.

| Policy Number | YLL-2720869313 |
|---|--|
| Insured | Wickhambrook Parish Council |
| Business | Parish / Town Council |
| Period of Insurance From To and any other period for which cover | 01 st April 2025 31 st March 2026 has been agreed. |
| Renewal Premium | £ 1,466.62 |
| Premiums are inclusive of Insurance P | remium Tax and/or VAT as appropriate. |
| Schedule Number | 148176576 |
| Long term agreement active until | 01 st April 2028 |
| Preparation Date | 10 th February 2025 |
| Prepared by | Mr Matthew Murray |
| Policy Form Reference | MLAACH09 |

Policy Cover Declaration:

You, the Insured, are not aware of any known losses or events that could give rise to a claim, or circumstances that would be prejudicial to us, the Insurer, should the basis of cover on the below given insurance product (s) be changed.

This is important information, please read it carefully and check that the facts given about you are correct and that we have included all the covers that you require. We are unable to give you advice so it is your responsibility to check the cover is correct for your organisation.



Wickhambrook Parish Council 3 Farriers Close Great Barton Bury St. Edmunds IP31 2FP Zurich Town, Parish and Community Council Team PO Box 726 Chichester PO19 9PS

Invoice

| Invoice Date: 12th February 2025 | Invoice No: 541615059 | | Client ref: 3707395 |
|--------------------------------------|-----------------------|-------------|---------------------|
| Policy | Policy Term | (£) Premium | |
| YLL-2720869313 | 01/04/2025-31/03/2026 | | -52.65 |
| Inspection Contract (If Applicable) | | | 0.00 |
| Sub total | | | -52.65 |
| Inspection Contract VAT @ prevailing | rate | | 0.00 |
| Insurance Premium Tax (IPT) @ preva | iling rate | | -6.32 |
| TOTAL | | | £-58.97 |

Payment is due before your cover starts, or immediately if your cover is already in place.

Please make cheques payable to Zurich Municipal and send to Zurich Town, Parish and Community Council Team, PO

Box 726, Chichester, PO19 9PS

If paying by BACS, please note our new bank details and amend your records accordingly.

Acc Name:Zurich Town & Parish, Insurer Trust AccountSort Code:20 - 65 - 82

Acc Number: 23110249 Bank: Barclays Bank PLC

Please quote your Client Reference on all BACS transactions

Invoice Queries

Phone: 0800 917 9531

Email: renewals.team@uk.zurich.com

Our VAT registration number is: 107 8316 77

Zurich Municipal is a trading name of Zurich Insurance Company Ltd. A public limited company incorporated in Switzerland. Registered in the Canton of Zurich, No. CHE-105.833.114, registered offices at Mythenquai 2, 8002 Zurich. UK Branch registered in England and Wales no BR000105. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance Company Ltd is authorised and regulated in Switzerland by the Swiss Financial Market Supervisory Authority FINMA. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Our firm reference number is 959113.

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



Wickhambrook Parish Council 3 Farriers Close Great Barton Bury St. Edmunds IP31 2FP Zurich Town, Parish and Community Council Team PO Box 726 Chichester PO19 9PS

Remittance Advice

| Invoice Date: 12th February 2025 | Invoice No: 541615059 | | Client ref: 3707395 |
|--------------------------------------|-----------------------|-------------|---------------------|
| Policy | Policy Term | (£) Premium | |
| YLL-2720869313 | 01/04/2025-31/03/2026 | | -52.65 |
| Inspection Contract (If Applicable) | | | 0.00 |
| Sub total | | | -52.65 |
| Inspection Contract VAT @ prevailing | grate | | 0.00 |
| Insurance Premium Tax (IPT) @ prev | ailing rate | | -6.32 |
| TOTAL | | | £-58.97 |

Payment is due before your cover starts, or immediately if your cover is already in place.

Please make cheques payable to Zurich Municipal and send to Zurich Town, Parish and Community Council Team, PO

Box 726, Chichester, PO19 9PS

If paying by BACS, please note our bank details and amend your records accordingly.

Acc Name:Zurich Town & Parish, Insurer Trust AccountSort Code:20 - 65 - 82Diagona much and the Defension of the Defension

Please quote your Client Reference on all BACS transactions

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Acc Number: 23110249

Bank: Barclays Bank PLC

Email: renewals.team@uk.zurich.com

Our VAT registration number is: 107 8316 77

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



Statement of Fact

If you provide services or activities to children, or adults who are in need of care and support and therefore may be unable to protect themselves against abuse or neglect:

- Your organisation has not had any third-party inspections with a grading of Inadequate, Requires Urgent Improvement, Weak or Unsatisfactory
- You have in place a written safeguarding policy and accompanying procedures that clearly set out the actions to take in response to child and vulnerable adult abuse
- You carry out safer recruitment and selection processes that include the seeking of appropriate criminal records checks, alongside a renewal and update process
- All Employees and **volunteers** engaged in regulated activity and/or activity that brings them into contact with children or vulnerable adults receive safeguarding awareness training including refresher training
- You have one or more designated practitioners for safeguarding to support other practitioners in the organisation to recognise and respond to concerns about Abuse
- You retain employment records, safeguarding checks, safeguarding policies and procedures and safeguarding records for at least the prevailing regulatory best practice period.

If you provide services or activities to children, or adults who are in need of care and support and therefore may be unable to protect themselves against abuse or neglect, and you become non-compliant with any of the above statements, you must tell us, as it may affect your ability to claim under this policy.

Important information

Taking reasonable care

We require that you take reasonable care in managing your activities. Where appropriate this requires you to do the following:

- Keep written risk assessments for your key activities
- Keep written records of your staff and volunteer training. For example, manual handling training, or for use of tools and machinery
- Abide by any rules, guidelines or advice that is given to you by any relevant authority, such as a Local Authority, or the Health and Safety Executive

We want you to be confident about your insurance and understand what is required of you. Please contact us if you have any questions relating to the above.



Lines of Cover applying

Part A – Material damage

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

Sums Insured

| Premises Address | Buildings | Loss of | Contents | Contents | Contents | Contents | Contents | Contents | Contents |
|---------------------|-------------|---------|----------|-----------|----------|----------|----------|----------|----------|
| | Sum Insured | Rent | (a) | (b) | (c) | (d) | (e) | (f) | (g) |
| 1. Cemetery | £181,930.00 | N/A | £0.00 | £3,324.31 | £0.00 | £0.00 | £0.00 | £0.00 | £0.00 |
| Chapel, Address, | | | | | | | | | |
| Chapel, Cemetery | | | | | | | | | |
| Road, | | | | | | | | | |
| Wickhambrook, | | | | | | | | | |
| Newmarket, Suffolk, | | | | | | | | | |
| CB8 8XR | | | | | | | | | |

For Premises: 1 Insured Perils applicable to Material Damage : 1-13, 15 & 16

Excesses Applicable to Premises 1

The following Excesses apply to each and every loss arising in respect of each and every separate premises:

| Accidental Damage | £250 |
|--|------|
| Theft | £250 |
| Riot civil commotion and Malicious Persons | £250 |
| Storm or Flood | £250 |
| Escape of Water | £250 |
| Falling Trees or Branches | £250 |

Variable contents excess active:

| Premises | Contents | Excess |
|------------------------------|------------------------------------|--------|
| Premises 1: Chapel, Cemetery | Stock & Other Unspecified Contents | £250 |
| Road, Wickhambrook, | | |
| Newmarket, Suffolk, CB8 8XR | | |



Operative Endorsements: 1, 2, 3, 5, 6, 7, 8 & 9 (please refer to the Endorsement section of the policy wording)



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

Additional Items:

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

| Item Description | Sum Insured | Excess |
|--|-------------|--------|
| Street Furniture | £10,896.31 | £250 |
| Gates & Fences Including Bow Top Fencing | £16,303.53 | £250 |
| Playground Equipment | £77,338.57 | £250 |
| Sports Surfaces | £15,625.00 | £250 |
| War Memorial | £61,560.00 | £250 |
| Locks | £169.42 | £100 |
| BT call box | £5,400.00 | £100 |
| Memorial furniture | £2,714.08 | £100 |

The excess stated applies to each and every loss.

Operative Endorsements: 1, 2, 3 & 7 (please refer to the Endorsement section of the policy wording)



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

Excess: £50 each and every loss

Personal Accident Assault Limits: Stated in Section 3(c) of the policy wording

Operative Endorsements:

1.In respect of **Section 1 – Special Definitions**, the definition of Person Insured is extended to include any person between the ages of 16 and 90.



Part E – Public liability

Limit of Indemnity:

Operative Endorsements: None

Part G – Employers liability

Limit of Indemnity:

Operative Endorsements:

None

£12,000,000

£10,000,000



Part H – Libel and slander

Sum Insured

£250,000

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

Operative Endorsements

None



Part N – Fidelity guarantee

Persons Guaranteed: All members and employees

Excess: £100 each and every loss

Operative Endorsements:

None

Part O – Personal accident

The cover Category: **Insured Persons: Operative Time:** А Employees Engaged in Usual Occupation including Journeys and whilst commuting directly between place of residence and usual place of **business** В member Engaged in the **business** including undertaking Journeys and whilst commuting directly between place of residence and usual place of business С volunteer Engaged in the **business** including undertaking Journeys and whilst commuting directly between place of residence and usual place of business D key personnel as 24 hours per day engaged in any activity worldwide not excluded from this follows: cover. Clerk

| Excesses | | |
|-----------|----------------|--|
| Excesses: | Not applicable | |

| Table of benefits | | | | |
|---|------------|------------|------------|-----------|
| Benefit: | Category: | | | |
| | A | В | С | D |
| 1. Death | £50,000.00 | £50,000.00 | £50,000.00 | £100,000 |
| Loss of Limb (one or more) and/or Loss of Sight (in one or both eyes) | £50,000.00 | £50,000.00 | £50,000.00 | £100,000 |
| 3A. Total Loss of Hearing (in both ears) and/or Total Loss of Speech | £50,000.00 | £50,000.00 | £50,000.00 | £100,000 |
| 3B. Total Loss of Hearing in one ear | 25% of 3A | 25% of 3A | 25% of 3A | 25% of 3A |
| 4. Permanent Total Disablement | £50,000.00 | £50,000.00 | £50,000.00 | £100,000 |

Sum Guaranteed £250,000



| 5. Permanent Partial Disablement | See section 2.16 | See section 2.16 | See section 2.16 | See section 2.16 |
|--|--|---------------------|---------------------|---|
| 6. Paraplegia | £75,000 | £75,000 | £75,000 | £75,000 |
| 7. Quadriplegia | £125,000 | £125,000 | £125,000 | £125,000 |
| 8. Temporary Total Disablement | £250.00 per week | £250.00 per week | £250.00 per week | £500 per week for up to 10 weeks and £100 per week thereafter |
| 9. Temporary Partial Disablement | 50% of 8 or Nil | 50% of 8 or Nil | 50% of 8 or Nil | 50% of 8 or Nil |
| Benefit Period – temporary disablement | 104 weeks | 104 weeks | 104 weeks | 104 weeks |
| Deferment Period – temporary disablement | 0 days | 0 days | 0 days | 0 days |
| | Operative endorse | ments | | |
| Endorsement title: | Endorsement wo | ording: | | |
| 1 | Special Exclusion 2 of Section 3 is inoperative provided always that the insurer will not make any payment of any benefit or in respect of any expense or loss arising from any Person Insured who has attained the age of 90 years unless such expense or loss arises during the period of insurance during which the Person Insured attains the age of 90 | | | |
| 2 | Key Personnel Cover Extension. The following activities are excluded: a) motor cycling b) racing of any kind other than on foot c) winter sports other than skiing or snowboarding in the United Kingdom on a dry ski slope or within a snow dome, skating or curling d) aerial pursuits including but not limited to ballooning, bungee-jumping, gliding, hang-gliding, micro lighting, parachuting, paragliding or parascending e) jet skiing or white water rafting f) mountaineering or rock climbing using ropes or guides g) hiking, trekking or mountaineering above 3,000 metres h) caving using caving equipment i) diving using external breathing apparatus | | | |



Part P – Legal expenses

| Insured Incidents: | |
|--|-------------|
| 1. Employment Disputes and Compensation Awards | Operative |
| 2. Legal Defence | Operative |
| 3. Statutory Licence Appeal | Operative |
| 4. Contract Disputes | Operative |
| 5. Debt Recovery | Inoperative |
| 6. Property Protection and Bodily Injury | Operative |
| 7. Tax Protection | Operative |
| Limit of Indemnity: | £200,000 |
| Operative Endorsements: None | |



General Notes

1. Fair presentation of the risk

You must make a fair presentation of the risk to us at inception, renewal and variation of your policy. This means that we must be told about all facts and circumstances which may be material to the risks covered by the policy and that you must not make a misrepresentation to us about any material facts. As part of your duty of fair presentation, you must ensure that the information detailed within the schedule is correct and complete. A material fact is one which would influence the acceptance or assessment of the risk. If you have any doubt about facts considered material, it is in your interests to disclose them to us.

Failure to make a fair presentation of the risk could result in the policy either being avoided, written on different terms or a higher premium being charged, depending on the circumstances surrounding the failure to present the risk fairly.

This policy is compliant with the principles of the Insurance Act 2015 law reforms. It also incorporates an 'opt out' which has the aim to promote good customer outcomes. We have opted-out of the 'proportionate reduction of claim remedy' available to insurers under the Insurance Act 2015. This means that in cases of non-disclosure or misrepresentation which are neither deliberate nor reckless, if we would have charged an additional premium had we known the relevant facts, we will charge that premium and pay any claims in full rather than reducing claims payments in proportion to the amount of premium that would have been charged.

We believe that our 'additional premium approach' should, in most situations, be more favourable to our customers when compared to the proportionate reduction of claim remedy. Our additional premium approach does not affect our right to apply the other remedies available under the Act for non-disclosure or misrepresentation.

2. Cancellation

All insurance policies run for a fixed period of time. The Insured can terminate an insurance contract verbally or in writing at any time by calling 0800 917 9531 or emailing Customers.team@uk.zurich.com. Zurich may cancel the policy by giving 30 days' notice in writing. In such an event the insured will be entitled to a return of premium in respect of the unexpired portion of the period of insurance.

If you cancel your policy before the start date, you will be entitled to a full refund of premium. If you cancel within 14 days of the start date, you will be entitled to a full refund of premium, providing no claim has been made. After 14 days, if no claim has been made, we may offer a full or partial refund, depending on the time the policy was on risk and the circumstances at the time of the cancellation request. Please note, a cancellation charge of £50 may be applied.

3. Bonus and fee structure

Employees and businesses who carry out work for ZIC UK are remunerated in various different ways for selling insurance contracts. Employees receive a basic salary and also receive a bonus based on a number of factors, including the achievement of sales and quality targets. Businesses which work for the insurer on an outsourced basis receive a fee and also additional payments based on a number of factors, including the achievement of sales and quality targets.



Claims contact information

Although we'd all like to control the future, sometimes accidents are unavoidable. That's why we've made it as easy as possible to make a claim. More information can be found <u>here</u>. Ready to make a claim? Please use the contact details below to ensure you're connected to the right team:

| Type of Claim | Claims | Claims contact details |
|---|-----------|---|
| | team | |
| Buildings, contents including 'All Risks' | Property | Online: <u>https://propertyclaims.zurich.co.uk/index.html</u> |
| items | Claims | Tel: 0800 028 0336 |
| Business interruption | | Email: farnboroughpropertyclaims@uk.zurich.com |
| Money | | Address: Zurich Municipal Property Claims, PO Box 3303, |
| Works in progress |] | Interface Business Park, Swindon, SN4 8WF |
| Public liability | Liability | Online: https://liabilityclaims.zurich.co.uk/index.html |
| Employers liability | Claims | Tel: 0800 783 0692 |
| Personal assault under Money | | Email: <u>fnlc@uk.zurich.com</u> |
| Personal accident | | Address: Zurich Municipal Casualty Claims, Zurich House, |
| Financial and administrative liability | | 1 Gladiator Way, Farnborough, Hampshire, GU14 6GB |
| Motor Claims | Motor | Online: https://motorclaims.zurich.co.uk/index.html |
| | Claims | Tel: 0800 916 8872 |
| | | Email: zmnewmotorclaims@uk.zurich.com |
| | | Address: Zurich Municipal Motor Claims, PO Box 3322, Interface |
| | | Business Park, Swindon, SN4 8XW |
| Legal Expenses | DAS Legal | Tel: 0117 934 2116 |
| | Claims | |

How to make a claim:

- 1. You can make a claim using the online portal, by email or phone using the contact details above.
- 2. A claim form may be sent for you to complete, or you may be asked to send details in writing.
- 3. If you have any questions, please call the relevant office for guidance.
- 4. For out of hours help/emergency property losses please contact 0800 028 0336



DAS Head and Registered Office:

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