

POLICY AND RESOURCES COMMITTEE

23rd AUGUST 2021

INSURANCE RENEWAL

The insurance cost this year has increased due to the general increase in costs in the market and adjustments to the sums insured.

The increase is £2,430 for the year. The renewal letter is attached.

The Council will be due a 'no claims discount' of around £1400 in December which will offset some of the increase.

This Committee is asked to note the increase in cost and the fact that it was also not possible to include cover for autonomous litter picking group activity.

Jonathan Parsons
Town Clerk



Council
Guard

Mr Jonathan Parsons
Ivybridge Town Council
Town Hall
Erme Court
Leonards Road
Ivybridge
Devon
PL21 0SZ

Our Ref: 19580333
30th July 2021

Dear Jonathan,

CouncilGuard Scheme 2021 Renewal

Following your discussions with Steve Harvey, I am writing to confirm the basis of our renewal quotation for your above policy with Royal & Sun Alliance Insurance Plc and the basis on which we have renewed cover for the period from 1st September 2021 to 31st August 2022:

The Total Premium is £20,430.94 including Insurance Premium Tax (IPT) and fees from Royal & Sun Alliance Insurance Plc

Your Needs

From our knowledge of your circumstances and the information provided by you, it was established that you have a requirement for the following cover.

It is our understanding your requirements were for us to arrange protection against:-

- Physical loss or damage to the insured property from any of the perils stated at any of the insured premises.
- Loss of income resulting from an unforeseen interruption to your business activities caused by an insured peril.
- Losses of money and transferable or negotiable orders, whilst on the premises, in a safe overnight, in transit or bank night safe.
- Legal liability to pay damages to any employee arising out of bodily injury, disease, illness or death received in the course of their employment.
- Legal liability to third parties for accidental loss or damage to property, or death, disease, illness or injury as a result of the business activities.
- Legal liability for third party bodily injury or property damage caused by products, goods or services sold or supplied.
- Legal protection and assistance in the pursuit and defence of actions brought by or against

you during the course of your business activities, including tax investigations and employment disputes.

- All risks of physical loss or damage to the business equipment specified, whilst located away from the premises.
- Defence against claims arising from the alleged wrongful acts of Employees and/or Council Members or directed to the Town Council arising during the period of insurance
- Bodily injury following a sudden unexpected unforeseen and identifiable incident to Employees, Council Members and/or Volunteers within the operative time
- Losses resulting from Fraudulent activity first discovered during the period of insurance
Insurance designed to provide cover in respect of the main insurable risks faced by the business including
 - Loss or damage to the business assets
 - Liabilities to others as a result of the business activities
 - The effects of loss or claims to the business

With terms which reflect the business's ability to absorb or transfer these risks.

Insurance with Insurers who are financially stable or strong

Based on:

- the information provided in the Pre-Renewal Checklist document reviewed by yourself and Steve
- Our meetings with you and subsequent correspondence and
- Our historical knowledge of your requirements as your Insurance advisors.

Our Advice

We are providing advice to you in relation to the suitability of our recommendation to meet your needs.

The Capacity in which we act

In order to meet regulatory obligations we are required to provide details to ALL clients of the capacity in which we are acting during three key stages of the insurance cycle

In respect of this contract:-

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

Our Recommendation and Market Selection

Based on this information and on our knowledge of the market, we recommended renewal with your current Insurer Royal & Sun Alliance Insurance Plc as:

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

Insurer Selection

Following a review of your requirements and based upon our knowledge of insurance markets, we have not sought alternatives and have therefore only considered the existing insurer. We do

constantly compare our exclusive products against the market to ensure the cover remains comparable and that the pricing remains competitive.

We believe that the terms presented provide a scope of cover and premium that is appropriate to satisfy your insurance requirements having taken into account the specific nature of your own risk profile.

The credit rating for Royal & Sun Alliance Insurance PLC from Standard and Poor's is 'A'

Standard and Poor's Ratings

Standard & Poor's Insurer Financial Strength Rating guideline is an opinion of the financial security characteristics of an insurance organisation with respect to its ability to pay under its insurance policies in accordance with their terms. The classifications are:

AAA Extremely Strong

AA Very Strong

A Strong

BBB Adequate

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

Whilst we make every endeavour to use Insurers who are financially sound, you will appreciate that we cannot guarantee or otherwise warrant the solvency of any Insurer. If for some reason a prospective insurer does not meet our criteria, we will inform you and seek your specific approval before we place insurance with that insurer

Our Capacity

In arranging this insurance we are in this instance acting as agent of the insurer who has granted us authority to accept risks and also issue policy documentation on their behalf.

Summary of changes incorporated into 2021 Renewal

Buildings sums insured index linked by 3%

Contents & Stock sums insured index linked by 3.9%

Updates as discussed at Pre-Renewal Meeting and subsequent emails, summarised below:

- Town Hall - reduce the rent payable sum insured from £32,000 to £10,000
- Town Hall there is an additional information note on Page 11 of the Pre-Renewal Checklist which refers to a CIC Microbrewery - it is noted that they are no longer in situ.
- With regards to the Watermark it is noted that the alarm type is not known but thought to be RedCARE and it is a monitored and maintained system with a monitoring and maintaining company being Universal Fire & Security who are NSI approved and who also provides similar services for the fire alarm.
- Watermark - increase the rent receivable from £128,000 to £152,000
- Watermark - noted that £2,000 of the Contents relates to consumables i.e. bar and food stock.

- Cemetery Chapels -increase the declared value contents from £1,466 to £3,000
- Cemetery Chapels - noted that they are under a 20 year lease agreement with South Hams District Council with contractual requirement that the Town Council insure the assets. The interest of South Hams District Council has been noted on the policy documents.
- Butterpark the Additional Information in the Pre-Renewal Checklist still remains accurate and the Insured emphasized that all services are turned off and there are inspections of this location at least two or three times per week.
- Street Furniture, Benches, Bins, Shelters, Finger Posts etc amended to £44,000
- Miscellaneous Walls, Gates and Fences added with sum insured of £16,000
- Business Interruption Section - it is noted that the Gross Income for the Watermark is £450,000 annually but the Gross Profit by definition needs to increase to £600,000 over the existing 24 month indemnity period.
- Annual Carryings of Money - reduced estimate from £161,335 to £100,000.
- Liabilities - it is noted that the health and safety coordinator for the Council is Julie Gilbert.
- Wage Roll projected for the new period which includes on costs, National Insurance and Pensions
 - Clerical £285,000
 - Light Manual £110,000
 - Heavy Manual £30,000
 - All Other (Chainsaw Work) £5,000
- Liabilities - it is noted that the Council are responsible for two playgrounds however over the next insurance year are considering purchasing or building a BMX/skate board park and details will be advised if and when this occurs.
- Liabilities - Events - this was discussed at length and the Council are aware of the need to advise us based on certain criteria. The Christmas festival this year runs throughout December at various days but only two days at any one time. There will be no parades or donkey rides as previous and the Council have hired a professional event coordinator called Miss Ivy Events who will coordinate the various market vendors to make sure they carry their own insurances. The vendors themselves will provide evidence of their own coverages but it is noted that ultimately the Council will be responsible for the Christmas festival as per previous years and will carry out risk assessments in conjunction with the event organiser.
- Officials Liability and Public Liability Sections - annual income estimate increased from £800,000 to £943,000..

Buildings Valuations

We recommend that you obtain updated Buildings valuations to ensure that you are adequately insured. The most recent valuations on our files are now 5 years old, conducted in 2016 by Barratt Corp Harrington, copies are attached.

(Please note that you opted to insure the Cemetery Chapels excluding the boundary walls,

gates & railings which is why the sum insured is less than the total valuation figure for that location).

The risk details on which our recommendation is based are shown on the enclosed renewal notice and policy summary we believe these meet all the requirements we have identified, unless otherwise stated. It is important that you review the risk details to ensure that your requirements are accurately reflected. The main terms and conditions of the covers are outlined in these documents but for full details please always refer to the actual policy document.

If any of the information is inaccurate or you feel that the levels of cover need updating, please let us know immediately.



Significant warranties, conditions, exclusions and subjectivities

We draw your attention to:

Endorsement:

Interested Party (in respect of Town Hall)

CJL Rogers Properties Ltd of Netherway, West Charleton, Kingsbridge, Devon are interested in the insurance granted by this policy as leasehold tenants.

Interested Party (in respect of Town Hall)

First National Business Equipment of 32 Queen Square, Bristol, BS1 4ND are interested in the insurance granted by this policy in respect of a leased item of equipment.

Minimum Standards of Security (in respect of The Watermark)

This clause applies to the Property Insurance section of this Policy

(Applicable to any cover granted in respect of Damage by Theft)

It is a condition precedent to any liability of the Company for Damage that the Policyholder shall have implemented the following security measures with effect from 01.09.2019.

A) The Final Exit Door of the premises be fitted with a mortice deadlock which has 5 or more levers and/or conforms to British Standard 3621:1980 specification for thief resistant locks and matching boxed striking plate

B) All other external doors and all internal doors giving access to any part of the buildings not occupied by the Policyholder for the purpose of the Business be fitted with either

1) a mortice deadlock with matching boxed striking plate as specified in A) above

or

2) two key - operated security bolts for doors one fitted approximately 30cm from the top of the door and the other 30cm from the bottom

C) All ground floor and basement opening windows/skylights and other opening windows/skylights accessible from roofs decks balconies fire

escapes canopies or down pipes be fitted with key-operated window locks

This requirement does not apply to window/skylights which are protected by solid steel bars grilles lockable gates expanded metal or weld-mesh provided agreement shall have been obtained from the Company and is stated on the Schedule

Any door or window officially designated a fire exit by the fire authority is excluded from these requirements

Alarm Condition - Audible Only (in respect of The Watermark)

The Business Premises must be protected by an intruder alarm system installed and maintained by a company which is acceptable to the police and is recognised as an installer of intruder alarms by either the National Security Inspectorate (NSI) or the Security Systems and Alarms Inspection Board (SSAIB)

The system must provide protection to all parts of the Business Premises and must

a) conform to Grade 2x in accordance with BSI Published Document PD6662 (or as otherwise agreed by the Company in writing)

b) incorporate audible only signalling

Cooking Area Protections (in respect of The Watermark)

This clause applies to the Property Damage Insurance section of this Policy

It is a condition precedent to any liability of the Company for Damage that

1) all extract ductwork shall be inspected and cleaned by a competent contractor at least in accordance with the inspection and cleaning interval as specified in this clause below and a report issued to the Policyholder and kept available for inspection by the Company

2) all cooking equipment is to be operated and serviced in accordance with the manufacturers' instructions

3) all cooking equipment is not left unattended whilst the heat source is operating and the power/fuel supply shall be shut off outside working hours

4) all fat frying ranges shall be equipped with cooking thermostats arranged to prevent the temperature of the fat rising above 205°C or the manufacturers recommended temperature Such thermostats to be serviced at least once in every 12 month period

5) a minimum of One Class F fire extinguisher conforming to British Standard 7937 and a fire blanket conforming to BS EN 1869 to be located in each cooking area

6) any fixed fire extinguishing system fitted is operated and serviced in

accordance with the manufacturers' instructions

7) all cooker hoods grease traps and filters are cleaned at least every 12 months

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Interested Party (in respect of The Watermark)

BNP Paribas c/o Acquis Insurance, Integra House, Vaughan Court, Newport, NP10 8BD are interested in the insurance granted by this policy in respect of a leased photocopier.
Agreement Number - A1A99072/001.

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Interested Party (in respect of the Cemetery Chapels)

South Hams District Council are noted as an Interested Party in respect of the Cemetery Chapel Buildings

Trailer Condition

It is a condition precedent to any liability of the Company in respect of Damage by Theft that trailers are secured by a wheel clamp and hitch-lock or by being securely padlocked to an immovable object when left unattended in the open or parked in a compound.

Marquee/Gazebo Clause

Cover excludes Peril (4) Storm and Flood whilst in the open.
Excludes the use of heat whilst in use.
Full risk assessment must be carried out and staff trained to erect and dismantle the marquee/gazebo.

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Cash in Transit - Special Conditions

This clause applies to the Money Insurance section of this Policy

Transits of Money as described in Interpretation 1A in excess of £2500 shall be carried by the number of able bodied persons or by the security carrier or other means described below

Limit (Up to £) Number of Persons
£5000 2

Bona Fide Sub-Contractors (firework displays, inflatable devices, passenger carrying amusement devices and Land Trains)

This endorsement applies to Liability Insurance Section 2
Public/Products Liability section

It is a condition precedent to any liability of the Company arising from firework displays, inflatable devices, passenger carrying amusement devices and Land Trains that bona fide sub-contractors have Public Liability insurance in respect of their legal liability at law for injury or loss or damage to property arising in connection with the Business and that

A) the Limit of Indemnity of the Public Liability insurance is not less than £10,000,000 in respect of any one claim or number of claims arising out of any one Event.

B) such insurance have been extended to indemnify the Policyholder as principal against all liability for such injury or loss of or damage to

property

Rate Stability Agreement

Policyholder : Ivybridge Town Council

Policy No. : RTT284462/00137

Company : RSA

Period of Agreement : From 01/09/2019 to 31/08/2022

Initial Period : From 01/09/2019 to 31/08/2020

Second Period : From 01/09/2020 to 31/08/2021

Third Period : From 01/09/2021 to 31/08/2022

For the Period of Agreement shown above and subject to the Adjustment Provisions specified herein the Policyholder agrees to maintain the policy in force and the Company agree to calculate the premium on the sums insured applicable for the Initial Period and the following rates thereafter

Second Period : at the rates applicable for the Initial Period

Third Period : at the rates applicable for the Second Period

Provisos

Provided that

1. the Company may also vary the terms of the policy in accordance with the Special Provisions defined herein
2. any imposition of or increase in any levy or tax on premiums or contribution to governmental or non-governmental insurance schemes or pools will be borne by the Insured
3. all other terms definitions provisions extensions exclusions and conditions of the policy will continue to apply

Definitions

1. Loss Ratio shall mean the percentage which the total of paid claims outstanding reserves (as established by the Insurers) and related loss adjustment expenses incurred during the Initial Period or the Second Period bears to the Earned Premium for the same Initial or Second period

2. Prior Years Loss Ratio shall mean the percentage which the total of paid claims outstanding reserves (as established by or declared to the Insurers) and related loss adjustment expenses incurred during the three years prior to commencement of the agreement bears to the Prior Years Earned Premium

3. Earned Premium means the total of the premiums paid or payable for the period including adjustments but excluding commission or any taxes or levies on premiums or contributions to governmental or non-governmental insurance schemes or pools

4. Prior Years Earned Premium means three times the total of the

premium paid or payable to the Company for the Initial Period of the Agreement or three times the total of the Earned Premium for the first twelve months of the Agreement whichever is the less including adjustments but excluding commission or any taxes or levies on premiums or contributions to governmental or non-governmental insurance schemes or pools

Adjustment Provision

- 1 If at the expiry of the Initial Period
 - a) the Loss Ratio exceeds 40% for the Initial Period or
 - b) the Prior Years Loss Ratio exceeds 30%the Company reserve the right to terminate the Agreement or re-negotiate the premium or rates for application to the Second Period

- 2 If at the expiry of the Second Period
 - a. the Loss Ratio exceeds 40% for each of the Initial and Second Periods or
 - b. the Prior Years Loss Ratio exceeds 30%the Company reserve the right to terminate the Agreement or re-negotiate the premium or rates for application to the Third Period

- 3 Any premiums or claims in respect of any reinsurance to governmental or non-governmental insurance schemes or pools shall not be taken into account in arriving at the Loss Ratio or Earned Premium

Special Provisions

Declaration of Claims

A declaration of all paid and outstanding claims by the previous Insurer for the three years prior to the commencement of this agreement shall be provided to the Company prior to the expiry of the Initial Period and prior to the expiry of the Second Period for the purposes of calculating the Prior Years Loss Ratio

In respect of any class of business provided by the Policy that were placed with the Company for the full period of three years prior to the commencement of the Agreement a declaration of claims is not required

Rights of the Company

The Company reserve the right regardless of the Loss Ratio to:

- 1 adjust the premium or rates restrict the cover or vary the terms or conditions to reflect changes which have a material effect upon the scope of cover or indemnity provided by the policy or extent of risk being
 - a) acquisitions or disposals of property or companies or changes in the business carried on by the Policyholder
 - b) the Company adopting a change in the underwriting policy in respect of any class of business included in the policy or imposing limits of loss or liability to all policies in any class of business included in the policy

c) any limitation reduction in capacity or rate increase imposed by any re-insurer of the Company

d) any change in market practice

e) legislation being any enactment subordinate legislation law regulation decree treaty or instrument in force in any country or territory covered by the policy

f) judgements awards or decisions made by any court tribunal or arbitration any government or regulatory body or ombudsman

2 adjust the premium or rates restrict the cover or vary the terms or conditions or terminate the Agreement:

a) to reflect a legal requirement to do so

b) if at any time the Policyholder shall be merged with acquired by or otherwise absorbed or controlled by any individual or corporation or other business entity of any kind

c) if at any time the Policyholder shall go into any form of liquidation bankruptcy receivership or administration or equivalent status or become the subject of an action in bankruptcy

d) if at any time the Policyholder fails to complete any requirements agreed with the Company within the agreed timescales

3 adjust the Building and Contents sums insured in line with the Insurers published index linking guides

Rights of the Policyholder

1 If the Company elect to change the terms in accordance with any of the Adjustment Provisions or Special Provisions then the Policyholder may at its option terminate the Agreement without penalty

2 The Policyholder may cancel the agreement at expiry of the Initial Period (or Second Period) without the Insurer activating its rights within the Adjustment Provisions or Special Provisions subject to a payment of 45% of the annual premium which would have been payable for the Second (or Third Period)

Memoranda

If at any time the Policyholder shall be merged with acquired by or otherwise absorbed or controlled by any individual or corporation or other business entity of any kind provided the entity continues to trade in the name stated within this agreement then the Agreement shall be considered to still be in force

Low Claims Rebate Clause

Applicable to the Material Damage, Business Interruption, Employers Liability and Public/Products Liability sections

For the purpose of this endorsement

'Cut Off Date' means the date at which the Loss Ratio will be calculated

Provided that the Loss Ratio for each Period of Insurance does not exceed 25% at the Cut Off Date on the Commercial Combined Policy the Company shall allow a return premium on the Net Earned Premium based on the following scale of rebate provided that the loss ratio does not exceed the amount shown at the Cut Off Date in respect of the Period of Insurance shown below

All claims outstanding at the Cut Off Date shall be regarded as paid for the purposes of this endorsement

The payment of the profit rebate is conditional on the renewal of the policy with the Company at the expiry of each period of insurance specified below

Period of Insurance 01/09/2019 - 31/08/2022

Cut Off Date 3 Months following renewal of this policy

Commercial Combined Policy
Loss Ratio % Return Premium %

< 25% 2.5%
< 20% 5.0%
< 15% 7.5%

Difference in Conditions

In respect of any Claim or any circumstance which might reasonably be expected to produce a Claim notified to the Insurer during the Period of Insurance, within two years of expiry of the commercial combined policy immediately preceding (policy number 24477743 CCI "the Preceding Commercial Combined Policy") this Policy, the terms conditions exclusions and limitations of the Preceding Commercial Combined Policy shall take precedence over any terms Conditions Exclusions and limitations of this RSA Policy which are less favourable to the Insured except for the following specific restrictions

- The Limit of Indemnity and the Insured's Contribution applicable to any such Claim or Claim arising from such circumstance which might reasonably be expected to produce a Claim and notified under Claims Condition 1 shall be limited to those applicable under this Policy
- The following insurances and services are excluded
 - A) Help advice or other telephone services
 - B) Legal Expenses or Legal Protection insurance
 - C) Terrorism Insurance

Virus, Disease and Pandemic Exclusion

(except Terrorism Insurance, Liability Insurance, Fidelity Insurance, Personal Accident Insurance and Legal Expenses Insurance)

Notwithstanding any provision to the contrary within the Policy, the Policy does not cover loss, destruction or damage, or any costs or expenses of whatsoever nature directly or indirectly occasioned by, arising from, caused by, happening through or in consequence of, or otherwise attributable to:

- A) Coronaviruses

- B) Coronavirus disease (COVID-19);
- C) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- D) Any mutation of or variation of A), B) or C) above;
- E) any infectious disease that is designated or treated as a pandemic by the World Health Organisation
- F) Any fear or anticipation of A), B), C), D) or E) above.

Endorsement A - General Policy Exclusion

The following General Policy Exclusion is added to the policy and applies to the Personal Accident & Travel sections

The Company will not pay any claim which is directly or indirectly as a result of or is contributed to by or is as a consequence of

- A. severe acute respiratory syndrome coronavirus 2 (SARS-COV-2) or
- B. coronavirus disease 2019 (COVID-19) or
- C. any derivative or mutation of either A. or B.



Your duty of Fair Presentation

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

You must: -

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

In providing a Fair Presentation you are deemed to know what your senior management knows, what the people arranging the insurance know and ought to know what would reasonably have been revealed by a reasonable search. There is no longer an exemption from providing information about matters which are subject to a warranty (including any breaches) which should now form part of the fair presentation.

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

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

Warranties and Risk Mitigation Terms

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

- Any term which seeks to make information provided when the policy was purchased into an insurance warranty will have no effect.
- Warranties have become a suspensive condition. Cover is suspended whilst you are in breach but will be restored once the breach is remedied.
- Warranties and similar terms which seek to mitigate risk will not be effective if you can show that non-compliance "would not have increased the risk of the loss which actually occurred in the circumstance in which it occurred"

Making a Claim

Your policy document details all the claims conditions and we would recommend that you familiarise yourself with these. One of the conditions is the requirement to notify any losses promptly, as failure to do so may invalidate your policy. Certain claims e.g. theft, loss of money

or malicious acts must be immediately reported to the Police and you will be provided with a Police incident reference.

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

Terms of Business

Our terms of business are attached for your information which confirms amongst other matters our authorisation and regulatory status with the Financial Conduct Authority.

Additional Covers Included

None.

Payment Options

I understand that you wish to continue paying the premium by monthly interest free (0% APR) instalments, therefore we will instruct the finance provider used by RSA accordingly.

Please note that our £25 administration fee is payable separately by BACS/cheque.

Invoices are attached.

Many thanks for asking us to continue to look after your business – if you have any queries please do not hesitate to contact me.

Yours sincerely,



**Gina Pack Cert CII
Broker**

Tel: 01752 675490

E-Mail: gina.p@wpsinsurance.co.uk

Quote

Royal & Sun Alliance Insurance Plc - CouncilGuard	
Premium excl. IPT:	(GBP) 18,219.61
IPT:	2,186.33
Fees:	25.00
Total Amount:	20,430.94
Quote Breakdown - Sums Insured	
Section	Sum Insured (GBP)
Property Damage - Town Hall, Erme Court, Leonards Road, Ivybridge, Devon, PL21 0SZ	
Building - Town Hall, retail units, offices, room hire/event venue including kitchen	1,357,020
Rent Payable &/or Receivable	10,000
Building - Solar Panels	17,810
General Contents	75,790
Property Damage - The Watermark, Erme Court, Leonards Road, Ivybridge, Devon, PL21 0SZ	
Building - Cinema, theatre, entertainment venue, bar, coffee shop, gallery, rooms for hire, library, offices	4,238,826
Rent Payable &/or Receivable	152,000
Building - Solar Panels	58,114
General Contents	351,118
Miscellaneous - Bar & food stock	2,000
Property Damage - Cemetery Chapels, Woodlands Road, Ivybridge, Devon, PL21 9HB	
Building - Two chapels excluding walls fences & gates - one is infrequently used as a working chapel & the other as a store for ground staff equipment	575,854
Building - Former mortuary building used as storage unit (only Liability cover is required)	0
General Contents	3,000

Property Damage - Butterpark, Brook Road, Ivybridge, Devon, PL21 0AX	
Building - Unoccupied former residential home awaiting development - Property Owners Liability cover required only	0
Property Damage - Anywhere within the boundaries of Ivybridge Town &/or under the control of Ivybridge Town Council	
Street Furniture Including Benches, Bus Shelters, Bins	44,000
Gates, Fences & Walls	16,000
Playgrounds, Equipment & Surfaces	87,813
War Memorials/Monuments	12,655
Building - CCTV equipment	12,655
Property Damage - Specified Items All Risks	
Regalia & trophies	31,778
Christmas Lights/Decorations	2,597
Garden machinery	3,117
Trailer	2,257
Computers, laptops & associated equipment (including projector & video camera)	3,205
Water bowser	2,078
Gazebos/shelters	1,125
Business Interruption	
Gross Profit in respect of The Watermark	600,000
Additional Increased Cost of Working	150,000
Terrorism	
Money	
Money in the Policyholder's Premises During Work Hours or in Transit	5,000
Out of Work Hours in Safes & Strongrooms - Guardian Euro Trader Mk2 safe	5,000
All Other Locked Safes or Strongrooms - Unspecified safes	2,000
Out of Work Hours Not in Safes	250
Money Out of Policyholder's Premises	500

Non-Negotiable Money	250,000
Liabilities	
Employers Liability	10,000,000
Legal Defence Costs Part A	250,000
Legal Defence Costs Part B	250,000
Public & Products Liability	15,000,000
Indemnity to Hirer	2,000,000
Libel & Slander	250,000
Statutory Environmental clean-Up costs	1,000,000
	785,000
Fidelity	
	100,000
Legal Expenses	
	1,000,000
Officials Liability	
Personal Accident	
Any Employee of the Insured resident in Britain	
Capital Benefits	40,000
Weekly Benefits	400
Any Council member of the Insured resident in Britain	
Capital Benefits	20,000
Weekly Benefits	400
Any Volunteer of the Insured resident in Great Britain	
Capital Benefits	20,000
Weekly Benefits	200
Travel	2,000

Terms of Business – Commercial Customers

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

Acceptance

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

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

Who regulates us?

WPS, WPS hallam, WPS Insurance Brokers and Taste of the West Insurance Services are trading names of James Hallam Limited who are authorised and regulated by the Financial Conduct Authority (FCA). Our Firm Reference Number is 134435. Our details may be confirmed on the Financial Services Register at www.fca.gov.uk/register/ or by calling 0800 111 6768.

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

Our Service

We act as an intermediary, not an insurer.

We are committed to providing you with a quality service. We only select from insurance products in which we have confidence to meet the needs of our clients.

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

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

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

As your agent and unless we hear from you otherwise:

We will assist in arrangement and administration of your insurances (and on-going changes) including agreeing the terms and conditions of your insurance policy with insurers consistent with your instructions:

Upon receipt of your instruction we will place, amend or renew insurance cover on your behalf with insurers

We will advise you of any inability to place your insurance

We will assist you if you need to make a claim, or where we outsource claims handling facilities to give you an enhanced service.

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

Scope of Our Recommendations

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

Unless stated otherwise we will make a personal recommendation to you based upon our assessment of your needs and our experience of dealing with similar risks. This may or may not be on the basis of a fair and personal analysis of the market (see below). The recommendation will include a summary of our assessment together type of policy and cover proposed and the associated cost

We will undertake to provide you with details of the main features of the product and services, which we will offer.

Where we are making a personal recommendation based on a fair and personal analysis of the market, this will involve an assessment of a sufficient number of contracts, their product features, the premium and the service provided by the insurer.

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

If we propose using another intermediary to help to place your business, we will also advise you accordingly.

Where we confirm that we are not providing a personal recommendation we will simply provide you with information (with no advice) to enable you to make an informed decision on how you wish to proceed.

We will arrange cover according to your instructions but only you can identify if it does not meet your intentions.

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

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

Payment of Premium

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

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

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

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

Transferred Business

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

Cancellation

You may cancel your policy at any time.

On receipt of your request we may require you to confirm your instructions in writing and also return the policy document.

You may be entitled to a refund of premium where no claims has been made and or where a minimum and deposit premium has not been charged.

Please refer to your policy documents for full details of the cancellation terms.

Ending your Relationship with Us

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

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

You will also be liable for the payment of any premium or fee, which may become due upon completion of any pending transaction.

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

Claims

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

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

to comply with policy terms and conditions may invalidate cover

We will remit claims payments received on your behalf to you as soon as practicable after confirmation of receipt of cleared funds in our bank account. In the event that an insurer becomes insolvent or delays making settlement, we do not accept liability for any unpaid amounts. We reserve the right to charge for our claims service if you request this to extend beyond our appointment to your policy and this will be confirmed in writing before you incur any charge.

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

Severability

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

Assignment

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

Our Remuneration / Fees

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

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

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

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

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

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

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

We may require you to pay an administration fee for any transaction including cancellation but we will confirm to you, prior to the conclusion of your insurance arrangements, the amount of any administration fees payable by you.

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

Conflict of Interest

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

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

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

If you wish to discuss this arrangement please contact us.

Client and Insurer Money

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

The account in which these funds are kept is a Non-Statutory Trust Account (as defined by the FCA Rules).

This means that we may extend credit to other customers from this account. We may also transfer your money to another intermediary in some cases for the purposes of effecting your policy.

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

By accepting this Terms of Business document together with your agreement to pay the premium you are deemed to be giving your informed consent for us to operate in this way.



Processing your Personal Data

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

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

Individuals have the following rights in respect of their personal data held by us:

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

Individuals also have the right to take any complaints about how we process their personal data to the Information Commissioner's Office, Wycliffe House,

Water Lane, Wilmslow, Cheshire SK9 5AF
<https://ico.org.uk/concerns/> 0303 123 1113.

For more details, you may request a copy of our Privacy Policy or alternatively please address any questions, comments and requests regarding our data processing practices to our Data Privacy Officer namely:

Andrew Hall at James Hallam Ltd, Queen of the South Arena, Lochfield Road, Dumfries, DG2 9BG. We may collect, use and store personal data relating to you (applicable to individuals only) or where applicable your directors, employees, contacts and agents where necessary in order to:

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

In particular, we will use that personal data, and may disclose some or all of it to other parties, for the purposes of arranging, placing and administering your insurance. These other parties may include the FCA for compliance matters; insurance companies and other agents for underwriting and claims purposes and credit agencies for premium collections identity checks and anti-fraud protection. We may also monitor and record phone calls in the interests of security and staff training. We may in addition use personal data for communicating with you about our insurance products and services (and similar products or services provided by us). Communication with you in this regard may include mail SMS text, telephone or email. If individuals do not want us to use their information in this way, they should notify us promptly in writing to that effect or use the unsubscribe option as set out in each communication.

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

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

We will not use or disclose it except either with explicit consent or where we are required to do so for legal or

regulatory purposes and/or permitted to do so by the Data Protection Legislation.

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

Complaints

It is our intention to provide a high level of service at all times. However if you have reason to make a complaint about our service you should contact Andrew Hall at the above address or e-mail complaints@jameshallam.co.uk. You may be entitled to refer the matter subsequently to the Financial Ombudsman Service (FOS).

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

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

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

A full copy of our complaints procedure is available on request.

Rights of Third Parties

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

Financial Crime

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

Compensation

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

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

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