



LLANHARAN COMMUNITY COUNCIL

Minutes of the Council meeting held by remote attendance, 6.55pm on Wednesday 20th May 2021.

The meeting was held in accordance with:
The Local Government and Elections (Wales) Act 2021

Members Present:

Councillors; Chris Parker (Chair), Rob Lewis-Watkin (Deputy Chair), Roger Turner, Rhys Jenkins, Will Thomas, Janine Turner, Helen Donnan, Geraint Hopkins, Parmindra Pannu.

Daniel Morelli Joined the meeting at 7.40pm prior to agenda item 15 item (Minute 2021/35).

Barry Stephens left the meeting prior to agenda item 17 (Minute 2021/37).

Apologies: Cllr. Jeff Williams.

Absent: Cllrs Serkan Aksin. Pam Uppal.

Acting Clerk/Project Officer Leigh Smith

2 members of the public.

2021/21 Welcome and Apologies.

Apologies for absence were received from Cllr Jeff Williams.

2021/22 Disclosures of personal and/or prejudicial interests.

Cllr Geraint Hopkins declared an interest as President of LRFC and as a Governor of Llanharan Primary School in relation to agenda item 10.

2021/23 Public speaking.



There were no advance requests from members of the public to speak at the meeting.

2021/24 Minutes of Ordinary Council meeting.

RESOLVED

The minutes for the meeting of the Council held by remote attendance at 7.00pm on Wednesday 21st April 2021 were approved as a true and accurate record of proceedings.

2021/25 Matters arising.

None

2021/26 Minutes of extraordinary council meeting

RESOLVED

The minutes for the meeting of the extraordinary council meeting held by remote attendance at 7.00pm on Thursday 22nd April 2021 were approved as a true and accurate record of proceedings.

2021/27 Matters arising.

None

2021/28 Minutes of extraordinary council meeting

RESOLVED

The minutes for the meeting of the extraordinary council meeting held by remote attendance at 6.30pm on Friday 30th April 2021 were approved as a true and accurate record of proceedings.

2021/29 Matters arising.

None

2021/30 Recommendations of CIL Committee

RESOLVED

That the following potential projects be added to the Council's CIL123 list and Active projects list:

11/20/22 Community Orchard. (Text from potential project list be provided as a paper for Council together with recommendation that The Acting Clerk contact local groups and / or the public to propose potential locations and the addition to the UK 'Forage Map' if multiple locations exist and local publicity).



11/20/32 Bike/scooter rack/storage area for Dolau Primary School pupils and for the Acting Clerk to investigate potential desire for the same at Llanharan and Brynna Primary Schools.

11/20/33 Llanharan Primary School – Outdoor classroom.

11/20/48 Bike racks for the railway station.

11/20/49 Llanharan branch of the Royal British legion - Providing a storage building on LRFCC ground. A spend of £19,500 was approved.

RESOLVED

The Welfare Trust be approached and encouraged to apply for a Community Council grant for potential project 22/12/2013 “Removal of old redundant play equipment from the Bryncae community centre green area” as it is not considered appropriate for CIL funding.

RESOLVED

The CIL Committee to meet a week before the next full council meeting to scrutinise a presentation on strategic spending plan to be put together by the Acting Clerk/Project Officer.

2021/31 Action plan

The Council’s action plan was noted.

2021/32 Income and expenditure.

RESOLVED

That the Income and expenditure report for April 21 will be included in the next meeting of the council.

2021/33 Maintenance report

The maintenance report for April 2021 was noted.

2021/34 Members reports

Councillor Roger Turner thanked the council for supporting the placement of a new footway at St Peters Church, Brynna. He updated the meeting that the work would be completed early next week.



Councillor Geraint Hopkins reported that the 20mph signs and road markings were now fully complete through the villages.

Councillor Roger Turner reminded the meeting that the speed limit change was part of a 6 month consultation.

Councillor Chris Parker advised that some of the signs in Brynna had twisted and required repair.

2021/35 Police crime report.

The Llanharan and Brynna Police Crime Report for April 2021 was noted.

The shift patterns supplied by the PCSO were noted.

2021/36 INSURANCE COVER

RESOLVED

To renew the Councils insurance policy at the quoted renewal figure.

2021/37 Surfacing materials for Garage and Memorial Garden and final costs.

RESOLVED

To accept the recommendations of the Acting Clerk/Project officer detailed below:

That the garage drive and parking areas be constructed in printed concrete and that the memorial garden/non trafficked areas be constructed out of resin.

That the final colours, exact placement of materials be delegated to the judgement of the Acting Clerk/Project Officer working in conjunction with the contractor, Chair of the Council and other interested councillors.

That the Council approves a total spend of £66,390 for both projects to allow the projects to commence, and to allow the Acting Clerk/Project Officer to negotiate that figure down once the final mix of printed concrete and resin, colours, placement and detail has been agreed with the contractor.



2021/38 Ancillary costs for the Garage and Memorial Garden Projects

RESOLVED

To approve payment of the following costs: (VAT inc. where applicable)

Western Power - £1,178.59

Welsh Water - £2,498.80

Building control - £202.08

2021/38 Payment terms for the Garage and Memorial Garden Projects

RESOLVED

The following payment terms were approved:

30% Payable once ground clearance complete. i.e. All arisings dug and removed from site.

30% on erection of garage (Secure and Watertight with doors fitted).

25% on completion of surfacing works including drop kerbs and all edgings etc...

15% Balance payable on satisfactory completion and signing off of the works.

2021/38 Planning

RESOLVED

The following planning applications were noted without comment.

Ref: 21/0365/10 Date: 23/04/2021 please ask for: Guy Watkins
01443 281130 PROPOSAL: Extension
of builders yard, regularise: storage heights, modification to
parking arrangements and the installation of a tool hire
Compound. LOCATION: COEDCAE LANE INDUSTRIAL ESTATE,
TALBOT GREEN. GRID REF: 302551, 182310



Ref: 21/0428/10 Date: 27/04/2021 Please ask for: Gregory Smart
01443 281130 PROPOSAL: Rear two storey extension. 4
HEATHFIELD CRESCENT, LLANHARAN, PONTYCLUN, CF72
9RU GRID REF: 299136, 182727

Ref: 21/0441/10 Date: 27/04/2021 Please ask for: Gregory Smart
01443 281130 PROPOSAL: Proposed single storey extension to
rear of semi ARFAETHEDIG/PROPOSAL: detached property with
raised decking area. Proposed steps leading down to existing car
port and additional steps to lower garden area. LOCATION: 14 ST
PETERS CLOSE, LLANHARAN, PONTYCLUN, CF72 9SD GRID
REF: 299816, 183567

Ref: 21/0580/10 Date: 30/04/2021 Please ask for: James Emery
01443 281130 PROPOSAL: Conversion of 2no. dwellings to form
1no. dwelling house and associated works. LOCATION: 1 & 2
FOREST VIEW, ROAD TO FOREST VIEW, YNYSMAERDY,
LLANTRISANT, PONTYCLUN, CF72 9JZCYF GRID/GRID
REF: 303094, 184108

2021/39 Consultation on removal of William Street telephone box

RESOLVED

The Acting clerk to respond to the consultation indicating that the Community Council would like to see the telephone box removed.

2021/40 Confidential business

RESOLVED

To exclude members of the press and public.

2021/41 Correspondence.

RESOLVED

The correspondence was noted.



2021/42 Urgent business

None

The meeting closed at 8.30pm

Councillor Chris Parker

Chair of the Community Council



LLANHARAN COMMUNITY COUNCIL

Minutes of the Council meeting held by remote attendance, 7.00pm on Wednesday 21st April 2021.

The meeting was held in accordance with:

The Local Authorities (Coronavirus) (Meetings) (Wales) Regulations 2020 - enabling meetings of local authorities held before 1 May 2021 to be held by means of remote attendance.

Members Present:

Councillors; Chris Parker (Chair), Rob Lewis-Watkin (Deputy Chair), Roger Turner, Jeff Williams, Rhys Jenkins, Will Thomas, Janine Turner, Helen Donnan,

Apologies: Cllr. Barry Stephens, Cllr. Parmindra Pannu, Cllr. Pam Uppal.

Acting Clerk/Project Officer Leigh Smith

2 members of the public.

2021/001 Welcome and Apologies.

Apologies for absence were received from Cllr. Barry Stephens, Cllr Parmindra Pannu and Cllr Pam Uppal.

2021/002 Period of silence.

A period of silence was held to mark the death of HRH, The Duke of Edinburgh.

2021/003 Disclosures of personal and/or prejudicial interests.

Cllr Robert Lewis-Watkin and Cllr Roger Turner declared an interest with regards to agenda item 9 (To consider a request for financial support from Brynna Football Club).

2021/004 Public speaking.

There were no advance requests from members of the public to speak at the meeting.

2021/005 Minutes of Ordinary Council meeting.

RESOLVED

The minutes for the meeting of the Council held by remote attendance, 7.00pm, Thursday 18th March 2021 were approved as a true and accurate record of proceedings.



2021/006 Matters arising.

Cllr Will Thomas remarked on minute 2020/265 that the 20mph signs throughout the village had yet to be complete. Cllr Roger Turner replied that having made enquiries he was disappointed to learn that this was due to an issue with the supply of signage and hardware and was being addressed.

2021/007 Recommendations of ORA Committee.

The recommendations of the *ORA Committee* meeting held remotely on Tuesday 6th April 2021 at 7.00pm were considered.

RESOLVED

The following recommendations were approved:

ORA2021/003 Received tenders (Garage and Memorial Garden) to be submitted for the consideration of the Council at the next Full Council meeting.

ORA2021/003 That soft sections of the path (Parc Bryn Derwyn to Enterprise way) along its length will be dressed with stone

ORA2021/003 The Acting Clerk /Project Officer to check Land registry documents to ensure the alternative route (RAN 31/1 at Garth Uchaf) is on land under the same ownership and to liaise with RCTCBC and the Owner of Garth Isaf to finalise an alternative route.

ORA2021/003 The Rights Of Way database to be made available to committee members.

ORA2021/007 That the Acting Clerk/Project Officer carry out further investigations both with the Land Registry and within the community to attempt to ascertain the ownership of the steps. Should no ownership be established then the Community Council may wish to apply to register ownership in order that the Community Council can maintain the steps.

ORA2021/010 The Acting Clerk/Project Officer to chase up progress with the relevant officer in RCTCBC. (Harold street land potential purchase)

ORA2021/015 That priority of those added to allotment waiting lists be given in the following manner:

- i). Those living inside the boundary of the Community Council area who are not existing ploholders.
- ii) Those living inside the boundary of the Community Council area who are existing ploholders.
- iii) Those living outside of the boundary of the Community Council area but within 3 miles of the boundary who are not existing ploholders.
- iv) Those living outside of the boundary of the Community Council area but within 3 miles of the boundary who are existing ploholders.



v) Those living further than 3 miles from the boundary of the Community Council area would not be added to the waiting list.

ORA2021/016 That RCTCBC and Llanharan Horticultural Society be consulted to see what expertise they have in terms of returning barren plots to a growing condition.

ORA2021/006 Approved subject to alterations being applied as set out in paper Appendix 2a presented to the Council as below:

Assisting members of the public who wish to register footpaths as a Public Right of Way'. Be altered to the following:

- i) Members of the public to collect all witness statements and evidence required and to complete the relevant evidence forms accordingly.
- ii) The Community Council (previously Members of the public) to complete 'Certificate 1' (Application for a DMMO).
- iii) The Community Council will check that all evidence paperwork and Certificate 1 is in order.
- iv) The Community Council will complete 'Certificate 2' (To certify that the requirements of paragraph 2 of schedule 14 to the Wildlife Countryside Act 1981 have been complied with. ie Landowners have been contacted and served with a 'Certificate 3' notice or alternative).
- v) In order to comply, The Community Council will carry out land registry searches and other investigations in order to identify land owners).
- vi) The Community Council will complete 'Certificate 3' (Notice of DMMO application) and provide this document to landowners.
- vii) The Community Council will submit the application to the Local Authority.

2021/008 Income and Expenditure

RESOLVED

The council income and expenditure report for March 2021 was approved.

2021/009 Grant aid application from Brynna Football Club.

RESOLVED

To defer consideration of the application until the usual grant aid meeting to be held in July.

RESOLVED

The Acting Clerk to write to all 2020/21 grant aid recipients for details of what the grant received was actually spent on and to reconcile with original application submitted.

RESOLVED



The Acting Clerk to alter the Grant Aid application form to make explicit that feedback will subsequently be requested on how monies granted were actually spent.

2021/010 Members reports.

Cllr Roger Turner

Cllr Roger Turner reported to the meeting that following his enquiries he had been disappointed to learn that the reason that the 20mph signs had not all been fitted through the village was due to an issue with the supply of signage and hardware but that having taken up the matter he was assured that this was being addressed.

He confirmed that the speed limit is unenforceable until all signs and road markings are in place.

Cllr Roger Turner reported that he had agreed with the relevant officer of RCTCBC that a 'Welcome to Bryncae' sign would be fitted incorporating a 20mph sign on the western approach within the next few weeks.

He also reported that following queries from members of the public as to why the 20mph limit was not also being trialled in the Heol Dewi/Bryn Henllan estate in Brynna, he had now agreed that this estate will be included.

Cllr Roger Turner reported that resurfacing works to the highway had taken place in Brynna.

Cllr Rhys Jenkins

Cllr Jenkins reminded the meeting that he had previously written to Chris Elmore MP regarding the poor service being provided to Llanharan and the surrounding areas by the Post Office. Cllr Jenkins reported that Mr Elmore had taken up the case and had asked questions in The House of Commons. Mr Elmore was now awaiting a response from Royal Mail on measures being taken to support the Pontyclun office and its staff to restore the expected levels of service, in particular to Llanharan and the surrounding areas.

Cllr Chris Parker

Cllr Parker reported that the project to replace lamp posts throughout Hillside and Brynna was now underway. He reminded the meeting that the new lampposts will be able to hold Christmas lights whereas the current wooden lampposts in this area cannot. He reported that the project was expected to be completed within the next few weeks.

Cllr Parker also reported that work to improve the footpath from Parc Bryn Derwyn to the football field towards Enterprise Way was now complete, including the asphaltting of the section at Parc Bryn Derwyn.



He reported that work to asphalt the footpath to the north of Llanharan Cemetery and the footpath next to Brynna school was scheduled to be completed this week.

Cllr Helen Donnan

Cllr Donnan reported to the meeting that it had been brought to her attention that the bridleway on Chapel Road (PSM45/1) was in a fairly poor condition and required some tidying.

2021/011 Maintenance

The maintenance report for March 2021 was noted.

2021/012 Police Crime Report

The Llanharan and Brynna Police Crime Report for March 2021 was noted.

2021/013 Planning Applications

The following planning applications were considered.

- a) 21/0251/10 Date: 17/03/2021 Please ask for: Barry Worthington 01443 281130 PROPOSAL: Two storey and part single storey extension to rear. LOCATION : 3 RHODFA CARPINUS, TALBOT GREEN, PONTYCLUN, CF72 9XA CYF GRID/GRID REF: 303195.306521201, 182720.965922804
- b) 20/1393/13 Date: 15/03/2021 Please ask for: Giles Howard 01443 281130 PROPOSAL: Four self build houses. LOCATION : LAND ADJ TO HENDREWEN, BRYNNA ROAD, BRYNNA, CF72 9QE CYF GRID/GRID REF: 299613, 183356
- c) 21/0243/10 Date: 15/03/2021 Please ask for: Guy Watkins 01443 281130 PROPOSAL: Provide additional bedrooms and a bathroom in loft by raising height of the roof. LLEOLIAD/LOCATION : 8 BLUEBELL DRIVE, LLANHARAN, PONTYCLUN, CF72 9UN GRID REF: 299617, 182783
- d) 21/0291/39 Date: 24/03/2021 Please ask for: Guy Watkins 01443 281130 PROPOSAL: Non-material amendment to convert unused store room into guest suite. LLEOLIAD/LOCATION : LANELAY HALL MOUNTAIN ROAD TALBOT GREEN CF72 9LA CYF GRID/GRID REF: 303222, 182766

RESOLVED

There were no issues raised in relation to the above planning applications.



2021/014 Excluding the press and the public

RESOLVED

To approve the following resolution in relation to minuted item 2021/015:

By virtue of the Public Bodies (Admission to Meetings) Act 1960, the press and public are excluded from discussion of the full item on the basis that disclosure thereof would be prejudicial to the public interest by reason of the confidential nature of the business to be transacted.

2021/015 Clock on Llanharan Square.

RESOLVED

The Acting Clerk to ascertain the latest situation with regards the documented agreement for the clock on Llanharan square. The Acting Clerk or Chairman authorised to sign said agreement on behalf of the Council assuming terms are felt to be satisfactory.

2021/016 Pavement outside St Peters Church, Brynna.

RESOLVED

To provide a pavement outside St Peters Church, Brynna for a sum of £4,990. Funds to be then reimbursed by the Windmill fund.

2021/017 Tenders received for the Garage and Memorial Garden projects.

RESOLVED

To award the tender for both projects to Tender ref B. (Tender ref B revealed to be 'Action Building Solutions' following the awarding decision).

Subject to the following:

Payment terms to be negotiated;

The Acting Clerk/Project Officer to carry out further investigation into two surfacing options a) Resin, b) Printed concrete. Presentation on investigation including pros and cons of each to be made to council.

2021/018 Repairs to the Christmas motif owned by the Community Council

RESOLVED

To arrange repairs as per the quote provided.

2021/019 Invitation to join the 'Great Community Get Together' working group.



RESOLVED

For the Acting Clerk to respond, accepting the invitation. An officer of the Council to attend in the first instance.



2021/020 Matters of Urgency
None.

With no further business to discuss, the meeting ended at 8.40pm

Councillor Chris Parker
Chair of Llanharan Community Council



LLANHARAN COMMUNITY COUNCIL

Minutes of the Extraordinary Council meeting held by remote attendance, 7.00pm on Wednesday 22nd April 2021.

The meeting was held in accordance with:

The Local Authorities (Coronavirus) (Meetings) (Wales) Regulations 2020 - enabling meetings of local authorities held before 1 May 2021 to be held by means of remote attendance.

Members Present:

Councillors; Chris Parker (Chair), Rob Lewis-Watkin (Deputy Chair), Roger Turner, Geraint Hopkins, Rhys Jenkins, Will Thomas, Janine Turner, Helen Donnan, Daniel Morelli.

Apologies: Cllr. Barry Stephens, Cllr. Parmindra Pannu, Cllr. Pam Uppal.

Acting Clerk/Project Officer Leigh Smith

Katherine Dowdall (Geraint John Planning), Annamaria Sgueglia (Geraint John Planning), Russell Davies (Cooke & Arkwright).

20 members of the public

EM2021/001 Welcome and Apologies.

Apologies for absence were received from Cllr. Barry Stephens, Cllr Parmindra Pannu and Cllr Pam Uppal.

EM2021/002 Disclosures of personal and/or prejudicial interests.

None.

EM2021/003 Presentation.

A presentation regarding the 'Land at Brynna Road, Hendrewen' and 'Residential Development comprising up to 130 dwellings with associated access, ancillary uses and necessary other works', was given by Katherine Dowdall of Geraint John Planning.

2021/004 Members Questions

The following Questions were asked by members and responses noted accordingly.



Questions and responses are grouped by topic in these minutes to aid the reader. All responses were given by Katherine Dowdall of Geraint John Planning unless stated otherwise.

BRYNNA WOODS

Cllt Roger Turner

Q – Given the proximity of the site to Brynna Woods and Llanharan Marsh, have you consulted the Wildlife Trust? And if you have not already, then will you consider doing so?

A – We intend to consult with the Wildlife Trust as part of the full planning application. We also intend to provide formal and appropriate routes to the woods as part of the development.

Cllr Helen Donnan

Q – This is more of a statement than a question, I am concerned over the detrimental impact on the Brynna Wood nature reserve which will become totally encircled by houses and would no longer be sustainable. I appreciate you have designed in a buffer but houses will be backing onto the woods and they do have an impact. House pets such as cats also have an impact on some of the species of animals there. The last few years have had so much of an impact on the community and Brynna Woods is the last remaining green space we have.

Cllr Roger Turner

Q – Regarding the buffer at the western end of the development near Maywood. What kind of buffer would that be?

A – We would work with a landscape architect and the planners to decide upon a final scheme. We would consider noise, visual impact, overlooking issues and privacy.

ACCESS/TRAFFIC

Cllr Roger Turner

Q – The access to the site from the west, from the west of the Meadow Rise entrance raises concerns as vehicles exiting the site would have limited visibility given the rise in the road.

A – We recognise the concerns regarding the visibility but felt the current proposed entrance to be the most appropriate and safest, especially in terms of visibility splays. When we submit the planning application we will of course engage with RCTCBC's highways department to find an acceptable solution. The location is indicative at the moment and we would be happy to move it.



Q – Regarding the active travel route proposed for the pavement to the north of the development, how far would this active travel route stretch? Would it run from the entrance to Hillcrest down to Grove Terrace?

A – This would very much be decided after discussions with RCTCBC. In fact the inclusion of the active travel route was RCTCBC's proposal. No doubt this would be included in any Section 106 agreement.

Cllr Will Thomas

Q – Your study says that traffic volumes may be low, but I am concerned about the traffic through Brynna village and also access to the A473 at the village square. Something would surely need to be done with regards to traffic at both ends?

A – Our traffic impact study shows that the development would have a low impact in terms of traffic, however a much more detailed survey and study will be carried out with RCTCBC as part of the application.

Cllr Geraint Hopkins

Q – I echo the concerns raised by Cllr Roger Turner regarding access onto Brynna Road and clearly more work is required here. The road can get very busy and traffic travels at high speed. Please look at this carefully.

Cllr Chris Parker

Q – In relation to the traffic report in the pack you provided. I would like to make the observation that the assumptions based on figures for rush hour traffic seem of limited value as they are based on equivalent locations on the outskirts of large conurbations in England. I don't feel that these figures are representative as we are a larger community. There is also an assumption that rush hour is between 8-9am and then 5-6pm and this seems dated now. Our busy times are more like 7.30-9.30am, with a lot of people taking advantage of flexible working and using the roads to transport children to school at different times. I feel this needs to be revisited, particularly when considering the effects of Covid on traffic movements.

A – I accept that the submitted transport statement is not as representative as we would like owing to the current pandemic situation. A more detailed transport assessment will be prepared and submitted as part of the planning application which will pick up new patterns. The current transport statement is accurate and reliable for this point in time.

SCHOOLS

Cllr Chris Parker

Q – Your plan states that the development is situated between two local primary schools, Brynna primary school and Llanharan primary school. However both of these schools are near full capacity. I wouldn't want people to purchase houses on the development in the expectation that their children would attend one of these



schools only to find that they have to travel to alternative schools further away adding further to transport congestion in the area. The nearest primary school is Dolau primary school which is also near capacity. This needs to be addressed as a matter of urgency with RCTCBC.

A – Given the size of the proposed development we aren't required to consider this, however we are happy to work with RCTCBC during the application process.

GENERAL/OTHER

Cllr Robert Lewis-Watkin

Q – With 2000 homes already being planned for the area how can you justify building homes on the last remaining piece of green land inside the community?

A - The site is identified by RCTCBC as a site suitable for development and in fact is allocated for 200 units.

Cllr Daniel Morelli

Q – Assumptions have been made based on plans and assessments made 10 years ago. There is huge concern regarding whether we have the infrastructure to support this development in terms of roads, schools and healthcare provision. Also you say that you recognise the importance of green open spaces and yet the site is one of the only remaining areas of green open space in the village.

A – We appreciate the concerns. Ultimately these are considerations for RCTCBC. We have tried to consider the green spaces in our masterplan. We have included a LEAP and a LAP in our plan and also the inclusion of less dense entrance routes into Brynna Woods. We have also ensured there is an adequate standoff from the woods and so have considered this as a factor. Obviously there would be more discussions with RCTCBC during the planning application on the specifics.

Cllr Will Thomas

Q – The plan shows a hedgerow along the northern edge of the development to the layby to the west of the proposed entry to the site. Would it not be possible to choose a better route to avoid destroying the current continuous hedge?

There is also no mention of a path to the bus-stop on Hillcrest. The footpath could rise to the west rather than go to Maywood, I have concerns over this.

A – The current access point to the site was chosen due to the topography and visibility splays of the site. We will of course be happy to look at other options and will work with RCTCBC highways department as part of the application.

Cllr Geraint Hopkins

Q - I would like to raise the issue of affordable and social housing. I can see nothing in your plans about this and I have many local residents who complain that it is



difficult for local people to afford housing costs in the area. Is there any scope in your proposal to include affordable or social housing?

A – Then plan is currently indicative only, we have not yet looked at the housing mix as we are only at pre-application stage. However we would be happy to enter into this conversation with RCTCBC at the appropriate stage.

Cllr Chris Parker

Q – Regarding the coal report, there seem to be conflicting views within the report on the nature of the coal strata underneath the development. The report is somewhat dismissive of the coal authority mapping, instead relying on other sources. I have concerns here and believe that a more thorough investigation is required covering the entire site rather than parts of it. I know from personal experience that the contours of the fields there have changed and there has been some sinking of the field. I am very concerned that houses are not built here without further investigation.

A -We are liaising further with the coal authority and their response is expected soon. We will alter the master plan accordingly if required.

Annamaria Sgueglia – The coal consultant that we used is very well regarded locally and well established and we have confidence that his work is accurate.

2021/005 Community Council consideration of response.

No response was decided upon at this meeting.

2021/006 Closing remarks

Members of the public were informed that Llanharan Community Council was a statutory consultee and the purpose of tonight's meeting was a fact-finding exercise to find out more detail on the nature of the plans. The Community Council will in due course have the opportunity to make representations to RCTCBC to present its view on the proposals on behalf of the community.

Members of the public will similarly have the opportunity to make representations of their own at the appropriate time.

The Community Council would like to see the issues raised in this meeting addressed as part of the planning application and will decide upon its formal response to the planning application at the appropriate time.



With no further business to discuss, the meeting ended at 8pm

**Councillor Chris Parker
Chair of Llanharan Community Council**



LLANHARAN COMMUNITY COUNCIL

DRAFT Minutes of the Extraordinary Council meeting held by remote attendance, 6.30pm on Friday 30th April 2021.

The meeting was held in accordance with:

The Local Authorities (Coronavirus) (Meetings) (Wales) Regulations 2020 - enabling meetings of local authorities held before 1 May 2021 to be held by means of remote attendance.

Members Present:

Councillors; Chris Parker (Chair), Rob Lewis-Watkin (Deputy Chair), Roger Turner, Geraint Hopkins, Rhys Jenkins, Will Thomas, Janine Turner, Helen Donnan, Daniel Morelli. Jeff Williams.

Apologies: Cllr. Barry Stephens, Cllr. Parmindra Pannu, Cllr. Pam Uppal.

Acting Clerk/Project Officer Leigh Smith

EM2021/007 Welcome and Apologies.

No apologies for absence were received.

EM2021/008 Disclosures of personal and/or prejudicial interests.

None.

EM2021/009 Consideration recommendation of HR committee regarding vacant position of Clerk to the Council/Responsible Financial Officer



RESOLVED

To appoint Tracey Rees to the role pending the receipt of adequate references and the successful completion of a 6 month probationary period.

With no further business to discuss, the meeting ended at 7pm

**Councillor Chris Parker
Chair of Llanharan Community Council**

RBL Poppy "Shed" Cost Comparison as of 23rd February 2021

Type	Unit Price	Delivery	Civil Work	Sub Total	Guarantee	VAT	TOTAL
New	£13,140	£780	£2,000	£15,920	30+ Years	£3,184	£19,184
2nd Hand	£6,600	£780	£2,000	£9,380	20+ Years	£1,876	£11,256
Block Built	£22,800	N/A	£2,000	£24,800	10+ Years	£4,960	£29,760

N.B. (1) Hard copies of ALL Quotations are available if/when required.

(2) Types 1 and 2 are "Portacabins" as current unit, whilst Block Built is as current Ticket Office and Cafe on Llanharan RFC grounds, but with internal insulation.

(3) All 3 "types" are insulated, plus with heaters and a toilet with hand basin.

(4) Civil work is to run in electricity plus water, and connect to Foul Sewer.

(5) I have un-officially met and spoken with new RFC Club Chairman (Hugh James) and may I suggest our Branch hold a meeting with him and/or his committee as and when convenient.

Nigel Ferris

Action no	Date added	Category	From	Action	Notes	RAG	Status
131a		Full Council	ORA	Arrange Bench at Oakbrook and 2 x benches on Brynna fields	New contractor identified.	P	
2020/232d	19.2.2021	Full Council	ORA	That the Project Officer/Assistant Clerk engages RCT to consult whether the suggested locations (1 - Near the layby opposite the Screwfix building and 2 - Near the layby opposite the Blakemore existing bench) are appropriate, or if they wish to suggest alternative locations.	RCTCBC response - We would not have any objection to the placing of these benches, but it would be in he understanding that future maintenance responsibility for the benches lies with the Community council.	P	
2020/232h	19.2.2021	Full Council	ORA	That a draft leaflet/factsheet be produced containing information outlining the rights and responsibilities of landowners, RCT, The Community Council and members of the public.	To be progressed once ROW database progress made.	P	
2020/232i	19.2.2021	Full Council	ORA	That a draft leaflet/factsheet be produced containing information on popular or interesting walking routes around the community.	To be progressed once ROW database progress made.	P	
2020/107	22.1.2021	Full Council	Full Council	Jan full council action - 2020/107 Public Speaking a) A member of the public requested to speak on a matter arising from item 8 – Budget 2021-22 - hanging baskets, planters and Christmas lights. RESOLVED That Officers of the Council will discuss with businesses, in order to gauge public interest in sponsoring council xmas lights.	Not started.		
2020/111	22.1.2021	Full Council	Full Council	RESOLVED - That councillors should be presented with a possible decrease of 1% of precept for consideration at next years council precept meeting.	New year 2022		
2020/118	22.1.2021	Full Council	Full Council	Jan - Full Council action - 2020/118 CorrespondenceThe meeting noted a letter received from a local resident, listing suggestions for possible uses of a piece of land at the bottom of Harold Street, Llanharan. RESOLVED - a) To commission a survey requesting ideas for future usage of the land. b) To follow up with RCT regarding the possibility of the Community Council purchasing or leasing the land.	a) Cannot proceed with survey until land purchase progresses. b) Emailed RCTCBC in May - Response that no decision yet made.	P	
2020/231	19.2.2021	Full Council	Full Council	RESOLVED - Officers of the council to develop a Service Level Agreement in collaboration with the LCDP and to arrange annual reporting to members.	Not started.		
2020/265a	18.3.21	Full Council	Full Council	2020/265 - RESOLVED Officers of the Council write to RCT Road Safety Officials requesting policing of the through roads at Bryncae and Brynnau Gwynion.	Ref 20mph speed limits. - Hold, signage not up yet		
2020/270	18.3.21	Full Council	Full Council	2020/267 RESOLVED Encroachments onto Council land. Officers of the Council to contact solicitors with a timeline for moving forward with the above matter.	Solicitor has returned with further questions of the timing of the discovery of encroachments of particular properties.		
2021/007	22.4.21	Full Council	ORA	Public ROW RAN31/1 The owners of Garth Uchaf farm have been contacted to see if a suitable alternative route can be identified on their land to avoid the blocked section of path. An alternative route has been agreed with the landowner. The Acting Clerk to check Land registry documents to ensure the alternative route is on land under the same ownership and to liaise with RCTCBC and the Owner of Garth Isaf to finalise an alternative route.	Land registry documents confirm alternative Garth Uchaf route is on the owners land. RE Garth Isaf, RCTCBC are involved in conversations with the landowner there and have requested we wait until those conversations are concluded.	P	
2021/007	22.4.21	Full Council	ORA	The ROW database to be made available for members to access and update with suitable controls.	Not started.		
192	22.4.21	Full Council	ORA	Waymarkings/Roadsigns RCT Rights Of Way have provided a number of waymarkers. LCC to approach RCTCBC for a discussion on purchasing (or contributing towards purchasing) a batch of highway signs when we have identified a batch to be completed.	ID a batch and recommend to committee Not started.		
2020/007	14.4.21	Full Council	ORA	The steps leading from Bridgend road to Parc View. Recommended – That the Acting Clerk/Project Officer carry out further investigations both with the Land Registry and with owners of adjoining properties to attempt to ascertain the ownership of the steps. Should no ownership be established then the Community Council may wish to apply to register ownership in order that the Community Council can maintain the steps.	Owners of no 36 and 37 either side deny ownership/ Land reg show neither own the lane and no ownership can be established online. Decision required - LCC to apply to register ownership??		
2021/007	14.4.21	Full Council	ORA	Recommended – The Acting Clerk/Project Officer to chase up progress with the relevant officer in RCTCBC.(Purchase of land behind Harold street).	Response received in May - No decision made yet.	P	
2021/007	14.4.21	Full Council	ORA	Recommended – That priority of those added to waiting lists be given in the following manner: i. Those living inside the boundary of the Community Council area who are not existing plotholders. ii. Those living inside the boundary of the Community Council area who are existing plotholders. iii. Those living outside of the boundary of the Community Council area but within 3 miles of the boundary who are not existing plotholders. iv. Those living outside of the boundary of the Community Council area but within 3 miles of the boundary who are existing plotholders. v. Those living further than 3 miles from the boundary of the Community Council area would not be added to the waiting list.	To be codified and distributed to interested parties.	P	
2021/007	14.4.21	Full Council	ORA	the management of barren allotment plots. Recommended – That RCTCBC and Llanharan Horticultural Society be consulted to see what expertise they have in terms of returning barren plots to a growing condition.	Not started. No current unlet barren plots.	P	

2021/009b	22.4.21	Full Council	Full Council	RESOLVED The Acting Clerk to write to all 2020/21 grant aid recipients for details of what the grant received was actually spent on and to reconcile with original application submitted.	Not started	p	
2021/009c	22.4.21	Full Council	Full Council	RESOLVED The Acting Clerk to alter the Grant Aid application form to make explicit that feedback will subsequently be requested on how monies granted were actually spent.	Not started	p	
2021/015	22.4.21	Full Council	Full Council	Clock on Llanharan Square. RESOLVED The Acting Clerk to ascertain the latest situation with regards the documented agreement for the clock on Llanharan square. The Acting Clerk or Chairman authorised to sign said agreement on behalf of the Council assuming terms are felt to be satisfactory.	Householder has responded with comments on the agreement. To be considered in due course..	p	
2021/016	22.4.21	Full Council	Full Council	Pavement outside St Peters Church, Brynna. RESOLVED To provide a pavement outside St Peters Church, Brynna for a sum of £4,990. Funds to be then reimbursed by the Windmill fund.	Work due to begin 24.5.21. Grant application submitted with Grantscape.	p	
2021/017	22.4.21	Full Council	CIL	RESOLVED To award the tender for both projects to 'Action Building Solutions' following the awarding decision). Subject to the following: Payment terms to be negotiated; The Acting Clerk/Project Officer to carry out further investigation into two surfacing options a) Resin, b) Printed concrete. Presentation on investigation including pros and cons of each to be made to council.	Tender awarded. Payment terms accepted. Investigation into materials completed. Recommendation to be made to Council.	p	



Maintenance Report
Council Meeting, Thursday 20th May, 2021
Appendix 7

Task and Project Work carried out between 1st April to 31st May 2021

The following tasks were carried out by Llanharan Community Council maintenance staff:

1. Litter picking at the following locations:
Oakbrook skate park; Meadow Rise play area; Mountain Hare play area; The Black path; The Welfare fields.

2. Fitting of Hillcrest bus shelters roof garden and edging.

3. Maintenance and dressing of the Parc Bryn Derwyn to Enterprise Way footpath.

4. Grass-cutting and strimming at the Dairy Field, m Welfare ground and Brynna fields.

5. Issuing agendas around the Councils noticeboards.

6. Clearing waste from Pendre allotments to the tip

Leigh Smith
Acting Clerk to the Council/Project Officer

Date Range to

	0	1	2	3	4	5	6	7
31/05/2021			ABSENT	ABSENT	ABSENT	ABSENT	1400-0000	1200-2200
07/06/2021		Rest Day	Rest Day	0800-1800	1100-2100	0800-1800	Rest Day	Rest Day
14/06/2021		Rest Day	0800-1800	1200-2200	0900-1900	Rest Day	Rest Day	Rest Day
21/06/2021		0800-1800	0800-1800	Rest Day	Rest Day	1400-0000	1400-0000	1300-2300
28/06/2021		1000-2000	Rest Day	Rest Day				

SCHEDULE

Policy Number - 1891378/3075197

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

INSURANCE DETAILS

Period of insurance : Continuous cover from **1st June 2021** until the policy is cancelled
Date issued to insured: 16th April 2021
Underwritten by : Hiscox Underwriting Ltd on behalf of the insurers listed for each section of the policy
Payment method : Payment by Broker's Account

INSURED DETAILS

Insured : Llanharan Community Council
Address : 2 Chapel Road
Llanharan
Vale of Glamorgan
CF72 9QA
Additional insureds : There are no Additional Insureds on this policy
Business : Community Council
General terms and conditions wording : 11604 WD-HSP-UK-PAC-GTC(4)
The General terms and conditions apply to this policy in conjunction with the specific wording detailed in each section below

PREMIUM DETAILS

Annual premium :	£3,059.21	Annual Tax :	£367.10	Total :	£3,426.31
------------------	-----------	--------------	---------	---------	-----------

SCHEDULE

Local councils & not-for profit organisations scheme

PROPERTY – BUILDINGS

Section wording 11600 WD-HSP-UK-PAC-PYB(5)
Insurer Hiscox Insurance Company Limited

Premises : 'Changing Rooms' - Ewenni Fach, Llanharan, Pontyclun, Rhondda Cyon Taff, CF72 9GR £155,520.54

Item description	Excess	Amount Insured
Total Buildings	£250.00	£155,520.54
Gates and fences	£250.00	£0.00
Fixed outside equipment	£250.00	£0.00
Street furniture	£250.00	£123,912.75
War memorials	£250.00	£120,510.00
Playground equipment	£250.00	£106,090.00
Sports surfaces	£250.00	£0.00
Other surfaces	£250.00	£0.00
Rent receivable	£250.00	£0.00

Excess applies to: Each and every loss

Special excesses

Losses from subsidence £1,000 each and every loss

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

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

Endorsements

6351.0 Floating amount insured (Buildings)

SCHEDULE

PROPERTY – CONTENTS

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

Premises : 'Changing Rooms' - Ewenni Fach, Llanharan, Pontyclun, Rhondda Cyon Taff, CF72 9GR
 £155,520.54

Item description	Excess	Amount Insured
General contents including computer and ancillary equipment	£250.00	£48,343.05
Gardening equipment, plant and machinery	£250.00	£11,136.36
Sports equipment	£250.00	£0.00
Rent payable	£250.00	£0.00

Excess applies to Each and every loss
Geographical limits: United Kingdom

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

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

SCHEDULE

Contents kept at home	£25,000 or 10% of the amount insured for contents, whichever is the less
Fraud and dishonesty	£150,000 in the aggregate per period of insurance

Endorsements

6222.0	Amendment of cover (Fidelity guarantee)
6349.1	Floating amount insured (Contents)
6226.0	Addition of Cover (Travel expenses)

PROPERTY AWAY FROM THE PREMISES

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

Item description	Excess	Amount Insured
All business equipment	£250.00	£5,000

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

Endorsements

65.0	Contents temporarily elsewhere
-------------	--------------------------------

PROPERTY – BUSINESS INTERRUPTION

Section wording	11601 WD-HSP-UK-PAC-PYI(6)
Insurer	Hiscox Insurance Company Limited
Premises :	'Changing Rooms' - Ewenni Fach, Llanharan, Pontyclun, Rhondda Cyon Taff, CF72 9GR £155,520.54

Item description	Amount Insured
Loss of income	£10,000
Additional increased costs of working	£10,000

Indemnity period	12 Months
-------------------------	-----------

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

Key person	£250 per week up to a maximum of £2,500 per period of insurance
Unauthorised use of public utilities	£100,000 or the total amount insured for Business interruption, whichever is less

SCHEDULE

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

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

Endorsements

6350.1	Floating amount insured – (Business interruption)
--------	---

EQUIPMENT BREAKDOWN

Section wording	11609 WD-HSP-UK-PAC-EQB(3)
Insurer	Hiscox Insurance Company Limited
Amount insured	£0.00
Limit applies to	Total amount insured across all property sections combined
Excess	£250.00
Excess applies to	Each and every loss

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

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

EMPLOYERS' LIABILITY

Section wording	11603 WD-HSP-UK-PAC-EL(4)
Insurer	Hiscox Insurance Company Limited
Limit of indemnity	£10,000,000
Limit applies to	Each and every occurrence including costs
Geographical limits	Worldwide
Applicable courts	United Kingdom

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

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

Endorsements

SCHEDULE

3121.0

Employers Liability Tracing Office (ELTO) – mandatory information required

PUBLIC AND PRODUCTS LIABILITY

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

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

Unauthorised use of third party telephones by your employees	£2,500 any one period of insurance
Loss of excess or no claims discount	£250 any one period of insurance
Loss of third party keys	£2,500 any one period of insurance
Defamation and intellectual property rights	£500,000 any one period of insurance

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

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

Endorsements

6080.0

Firework/bonfire condition endorsement

INTERNET AND EMAIL

Section wording	11605 WD-HSP-UK-PAC-IE(4)
Insurer	Hiscox Insurance Company Limited
Limit of indemnity	£50,000
Limit applies to	In the aggregate including costs
Excess	£500
Excess applies to	Each claim or loss excluding defence costs
Geographical limits	Worldwide
Applicable courts	Worldwide excluding claims brought in USA or Canada

Endorsements

257.0

Business performed in the past for IE

OFFICIALS' AND TRUSTEES' INDEMNITY

Section wording	11614 WD-HSP-UK-PAC-DO(5)
Insurer	Hiscox Insurance Company Limited
Policy limit	£500,000
Limit applies to	In the aggregate including costs
Legal representation costs	£15,000

SCHEDULE

Legal representation basis	In the aggregate any one period of insurance
Geographical limits	United Kingdom
Applicable courts	United Kingdom

Endorsements

705.4	Prior & pending litigation date
-------	---------------------------------

COMMERCIAL LEGAL PROTECTION (DAS)

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

Endorsements

524.0	Commercial legal protection
-------	-----------------------------

PERSONAL ACCIDENT

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

Personal accident

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

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

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

SCHEDULE

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

CRISIS CONTAINMENT

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

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

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

Endorsements

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

Business Travel – NOT COVERED

Section wording	9522 TRA Portfolio
Insurer	Hiscox Insurance Company Limited
Insured persons	Councillors and employees of the insured
Operative Times	While on a business trip in the insured person's usual country of residence involving a pre-booked overnight stay away from home or a flight in a commercial aircraft, and business travel outside the insured person's usual country of residence, starting from the time of leaving the insured person's home or place of work whichever is later, until return to the insured person's home or place of work, whichever is first.
Excess	£150
Excess applies to	Each and every loss

Benefits

Medical expenses, emergency travel and repatriation expenses	£2,000,000 any one claim
Hospital benefit	£30 for each complete 24 hour period, up to a maximum of £2,400 in all
Funeral expenses	£5,000 any one claim
Cancellation and curtailment	£5,000 any one claim
Replacement staff	£5,000 any one claim
Missed departure	£1,000 any one claim
Travel delay	£30 per hour after the first 8 hours delay, up to a maximum of £240 in all
Personal property	£1,000 any one claim
Temporary loss of baggage	£500 any one claim
Money	£750 any one claim
Business travel documents	£225 any one claim
Extra costs to replace travel documents	£750 any one claim
Hi-jack and kidnap	£250 per day, up to a maximum of £10,000 in all
Personal liability	£2,000,000 any one claim
Legal expenses	£25,000 any one claim

SCHEDULE

PROPERTY- TERRORISM

Section wording	6243 WD-PIP-UK-PRE(3)
Insurer	HiscoxInsurance Company Limited

Material damage

Amount insured	Excess
£0.00	£250.00

Business interruption

Amount insured	Excess
£0.00	£250.00

SCHEDULE

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

Property – buildings clauses in full

Clause	6351.0	Floating amount insured (Buildings) The cover under this section for Gates and fences, Fixed outside equipment, Street furniture, War memorials, Playground equipment, Sports surfaces and Other surfaces applies to all locations occupied by you in connection with your activities within the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland. The amount insured is the most we will pay in total for damage to such items however many locations are affected.
Clause	308.0	Flat roof condition We will not make any payment for damage arising directly or indirectly from any deficiency of a flat roof unless the roof is inspected once every 2 years by a competent person and any defects are rectified within 14 days.

Property – contents clauses in full

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

SCHEDULE

iii. the school or college in respect of any full-time education.

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

Fidelity guarantee

The most **we** will pay for all financial losses covered under **What is covered**, Additional cover, Fidelity guarantee, including the reasonable charges **you** must pay to **your** professional accountant for producing information **we** require in support for a request for settlement under this section, is £150,000.

Clause	6349.1	<p>6349.1 Floating amount insured (Contents)</p> <p>The cover under this section applies to all locations occupied by you in connection with your activities within the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland. The amount insured is the most we will pay in total for damage to your contents however many locations are affected.</p>
Clause	6226.0	<p>Addition of cover - travel expenses</p> <p>The following is added to What is covered, Additional cover:</p> <p>Travel expenses</p> <p>23. We will also pay for:</p> <ul style="list-style-type: none"> the unused travel, accommodation and pre-booked conference or excursion expenses which you have paid or legally have to pay and which cannot be recovered; and the necessary and reasonable additional travel and accommodation expenses for your member of staff, councillor or trustee to return home; as a result of a pre-arranged business trip being cancelled or cut short, during the period of insurance, for one of the following reasons: <ul style="list-style-type: none"> the death, accidental injury or illness of a member of staff, councillor or trustee; or the death, accidental injury or illness of the spouse, partner, close relative, fiancée or fiancé of a member of staff, councillor or trustee; or the death, accidental injury or illness of any person with whom a member of staff, councillor or trustee is planning to stay or conduct business; or a member of staff, councillor or trustee being called for jury service or as a court witness; or <ul style="list-style-type: none"> damage to a member of staff or councillor's or trustee's pre-booked accommodation making it impossible for the member of staff or councillor or trustee to stay there. damage to the scheduled means of transport or any strike, riot, civil commotion or terrorism which causes the cancellation or delayed departure for 24 hours or more of the scheduled transport on which the member of staff or councillor or trustee is booked to travel on their outward or return journey. <p>The most we will pay during the period of insurance under this additional cover is £750. The excess which applies to this additional cover is £75.</p>

Property away from the premises clauses in full

Clause	65.0	<p>Contents temporarily elsewhere</p> <p>We will not make any payment when such property is temporarily outside the UK unless it is in your care, custody or control at all times or otherwise secured in a locked hotel room or safe, or other similar securely locked room or building.</p>
---------------	-------------	---

SCHEDULE

Business interruption clauses in full

Clause	6350.1	<p>6350.1 Floating amount insured (Business interruption)</p> <p>The cover under this section applies to all locations occupied by you in connection with your activities within the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland. The amount insured is the most we will pay in total for each interruption to your activities however many locations are affected.</p>
---------------	---------------	---

Employers' liability clauses in full

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

Public and products liability clauses in full

Clause	6080.0	<p>Firework and bonfire condition endorsement</p> <p>The following applies to the whole of this policy and is a condition precedent to our liability.</p> <p>We will not make any payment under this insurance unless you comply with all of the requirements below.</p> <p>Whenever you are responsible for any firework or bonfire displays at the insured location, you must ensure that:</p> <ol style="list-style-type: none"> 1. there is a written risk assessment in place for the proposed event; and 2. the fire brigade have been notified of the details of the event at least seven days before the event is due to take place; and 3. the relevant local authorities have been notified and permission for the event granted and you must also ensure that any requirements from the authorities are fully complied with; and 4. all manufacturers' guidelines in respect of the storage and use of fireworks and sparklers are strictly adhered to; and 5. fireworks are purchased from a reputable supplier and are not modified in any way; and 6. all employees or volunteers have received appropriate training (which is recorded in writing) and are aware of the safety procedures for the event; and 7. there is appropriate first aid presence on site, in line with the risk assessment document; and 8. appropriate fire extinguishing equipment is available at the event and employees and volunteers have been instructed in the safe operation and use of such equipment; and 9. all members of the public are kept at least 25 metres from both the display area and any bonfire itself behind appropriate safety fencing; and 10. any bonfire is kept at least 25 metres away from the firework display area and is not located within five metres of any trees, fencing or other combustible material; and 11. any bonfire is kept at least 75 metres away from any premises, car park or storage of any flammable or dangerous material; and 12. there will be no use of accelerants or other flammables on any bonfire; and
---------------	---------------	--

SCHEDULE

13. an appropriate check is made of the weather conditions prior to the event going live, and if appropriate a check is made with the fire brigade as to whether to continue with the event; and
14. at the end of the display, a thorough check is undertaken (which is recorded in writing) of the area to ensure that no potential fire hazards remain. Any bonfire area must be doused in water.

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

Internet and email clauses in full

Clause	257.0	Business performed in the past IE We will not make any payment for any claim or loss which arises from any of your activities performed or any dishonesty committed, or if applicable any document, information or data lost, damaged or destroyed, before 01/06/2015
---------------	--------------	--

Officials indemnity clauses in Full

Clause	705.4	Prior & pending litigation date Prior & pending litigation date 01/06/2015
---------------	--------------	---

Commercial legal protection (DAS) clauses in full

Clause	524.0	Commercial legal protection Legal Expenses - cover for up to £100,000 DAS legal advice line: Tel. 0117 933 0626 Please quote policy reference TS5/5997087 in all correspondence For the purpose of Commercial Legal Protection, We/Our means DAS Legal Expenses Insurance Company Limited, who provide the cover and manage all claims under that section.
---------------	--------------	---

Crisis containment: endorsements

9003.0 Crisis containment provider: Hill & Knowlton
Crisis line contact number (24 hours): +44(0)800 8402783 / +44 (0)1206 711796

Crisis containment provider: Hill & Knowlton

This contact number will go through to **us** during **working hours**, and will go directly to Hill & Knowlton outside of these hours.

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

Business travel clauses in full

Clause	131.2	Travel country exclusions We will not make any payment under this section for any trip to or in the following countries: Afghanistan Chad Chechnya Congo (Democratic Republic) Iraq Israel Ivory Coast Somalia Sudan (South of latitude 10 degrees North & Darfur)
---------------	--------------	---

SCHEDULE

Clauses- applicable to the whole policy

Clause	603.0	<p>Commercial assistance & legal advice helpline Your Hiscox policy gives you access to a general business advice line.</p> <p>For advice on employment, prosecutions, health and safety, sex discrimination, tax and European law call +44 (0)870 050 3030.</p> <p>Using your personal information</p> <p>Hiscox is a trading name of a number of Hiscox companies. The specific company acting as a data controller of your personal information will be listed in the documentation we provide to you. If you are unsure you can also contact us at any time by telephoning 01904 681 198 or by emailing us at dataprotectionofficer@hiscox.com</p> <p>We collect and process information about you in order to provide insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.</p> <p>We may record telephone calls to help us monitor and improve the service we provide.</p> <p>For further information on how your information is used and your rights in relation to your information please see our privacy policy at www.hiscox.co.uk/cookies-privacy.</p>
---------------	--------------	--

SCHEDULE

INFORMATION ABOUT US

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

Name	Hiscox Underwriting Limited
Registered address	1 Great St. Helens London EC3A 6HX United Kingdom
Company registration	Registered in England number 02372789
Status	Authorised and regulated by the Financial Conduct Authority

Insurers

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

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

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

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

SCHEDULE

Additional Endorsements



Mrs Cathy Kennedy
Llanharan Community Council
2 Chapel Road
Llanharan
Vale of Glamorgan
CF72 9QA

INVOICE

Date: 16th April 2021

Client Reference: 3075197

Type of Policy	Insurer	Insurer Pol No.	Policy Term	Premium(£)
Local Council Scheme	Hiscox	1891376	01/06/2021 to 31/05/2022	£3,059.21
Sub Total				£3,059.21
Total Fees				£50.00
IPT at the prevailing rate				£367.10
TOTAL				£3,476.31

Payment Options	Notes
BACS Payment	If you'd like to pay by bank transfer, please send your payment to : Bank : Lloyds Sort Code : 30-80-12 Account : 19511668 Reference: Please quote 3075197
Cheque	Please make your cheque payable to Came & Company with 3075197 noted on the reverse Please post them to; Blenheim House, 1-2 Bridge Street, Guildford, Surrey GU1 4RY



Came & Company Local Council Insurance
Blenheim House, 1-2 Bridge Street, Guildford, Surrey, GU1 4RY
T: 01483 462860
E: local.councils@cameandcompany.co.uk
www.parishinsurance.co.uk

Area of Cover		Sums Insured/Limits		
		Pen Underwriting Limited via Axa	Hiscox	Ecclesiastical
Public Liability		£10,000,000	£10,000,000	£10,000,000
Including	Hirers Liability	£5,000,000	£5,000,000	£2,000,000
	Libel & Slander	£500,000	£500,000	£250,000
	Motor No claims Excess & Bonus	£250 each	£250 each	n/a
Employers' Liability		£10,000,000	£10,000,000	£10,000,000
Officials & Trustees Liability		£500,000	£500,000	£500,000
Employee Dishonesty		£150,000	£150,000	£150,000
Legal Expenses		£500,000	£100,000	£250,000
Personal Accident		£100,000/£500pw	£100,000/£500pw	£50,000/£250pw
Property Damage				
Including	Defibrillators & Cabinets	£5,000	£5,000	£5,000
Business Interruption				
Including	Loss of Revenue	£10,000	£10,000	£10,000
	Increased Cost of Working	£10,000	£10,000	£10,000
	Key Person Cover	£250pw up to max £2,500 pa	£250pw up to max £2,500 pa	£400pw up to 26 weeks
Contents (away from premises)		£5,000	£5,000	£5,000
Money		£2,500	£1,000	£1,000
Internet & Email		£500,000	£50,000	n/a
Crisis Management		£500,000	£25,000	n/a

Important Information – Please Read

Statement of Demands and Needs

Based on the information you have provided, we have assessed your demands and needs as those of a Council wishing to insure the risks shown below (at the levels of cover set out in the separate schedule of insurance) with a reputable insurer at a cost effective premium.

Asset and Income Protection

- | | |
|---------------------|-----|
| • Material Damage | Yes |
| • Terrorism | No |
| • Subsidence | Yes |
| • Money/Assault | Yes |
| • Income protection | Yes |
| • Defibrillators | Yes |
| • Office Equipment | Yes |

Professional Risks

- | | |
|---------------------------------|-----|
| • Libel & Slander | Yes |
| • Officials Indemnity liability | Yes |
| • Employee Dishonesty | Yes |
| • Legal Expenses | Yes |

Benefits

- | | |
|---------------------|-----|
| • Personal Accident | Yes |
| • Key person | Yes |

Liability

- | | |
|-----------------------|-----|
| • Employers Liability | Yes |
| • Public Liability | Yes |
| • Hirers' Liability | Yes |

Other Insurance

- | | |
|--------------------------|----|
| • Cyber liability | No |
| • Engineering Inspection | No |
| • Engineering insurance | No |
| • Motor | No |

In addition to these covers you also wish to be insured by:

- An insurer with a prompt and reliable claims service
- An insurer with a strong financial rating with Standard & Poors / AM Best

Our Capacity and Services

Insurer: Hiscox Underwriting Limited
 Policy type: Local Councils

The capacity in which we are acting

Sourcing a suitable policy	We act as your agent	✓
	We act as agent of the insurer	
Placing the insurance	We act as your agent	
	We act as agent of the insurer	✓
In the event of a claim	We act as your agent	✓
	We act as agent of the insurer	

How we made our selection

We have carried out 'fair analysis' of the market in order to identify a suitable product. This means that we have compared products from a sufficiently large range of insurance providers in terms of cover, price, quality of service and other relevant features in order to select appropriate policies for you.	
Our search for a product to meet your requirements have involved a limited number of insurers. We would be happy to discuss with you the scope and outcome of our search. You can ask us, at any time, for a list of the insurers we use.	
To access the insurance product that most suits your needs, we have used a Lloyds Broker or another intermediary to help place your business.	
Whilst we have access to a range of insurance providers for this type of insurance, we are recommending cover with Hiscox Underwriting Limited.	✓
We only off cover from a single insurer, in respect of this type of insurance	

Our remuneration

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.

Statement of fact

This quotation is based upon the information notified to Came & Company Local Council Insurance and facts assumed about the proposer, your Council and your employees.

This information has been taken into account when calculating the premium, terms and conditions upon which Your quotation is formulated. Please remember You must make a fair presentation of the risk to Us. This means that You must:

- (1) disclose to Us every material circumstance which You know or ought to know or, failing that, sufficient information to alert Us that We need to make further enquiries; and
- (2) make such disclosure in a reasonably clear and accessible manner; and
- (3) ensure that, in such disclosure, any material representation as to a:
 - (a) matter of fact is substantially correct; and
 - (b) matter of expectation or belief is made in good faith.

A circumstance or representation is material if it would influence Our judgement (as a prudent insurer) in determining whether to take the risk and, if so, on what terms. You must also make a fair representation of the risk to Us in connection with any variations, e.g. changes You wish to make to Your policy in which case You must inform Came & Company Local Council Insurance.

If You fail to make a fair representation of the risk then this could affect the extent of cover provided or could invalidate Your policy. If You are in any doubt as to whether a circumstance is material then You should disclose it.

You should keep a record (including copies of letters) of all information supplied to the insurer for the purposes of the application for, or renewal of this insurance.

You must check all the information contained in The Schedule and contact Came & Company Local Council Insurance immediately if any details are incorrect or incomplete. Failure to do so may mean that Your policy is not valid or We may not be liable to pay all or some of Your claim(s).

Any subsequent alterations take precedence over the information contained within it.

What is a policy summary?

This document provides key information about the insurance policy specifically designed for parish, town and community councils, registered charities and not-for-profit organisations, underwritten by Hiscox. If you have any additional questions, then please contact your insurance broker, Came and Company Local Council Insurance on 01256 395020.

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

Type of insurance: Commercial combined

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

Significant features and benefits

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

The following are included as standard with this insurance:

Contents which covers accidental physical loss or damage to:

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

Contents also covers:

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

Property away which covers accidental physical loss or damage to:

- your portable equipment and property anywhere in the EU;

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

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

Business interruption also covers:

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

Employers' liability which covers claims brought against you:

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

Public and products liability which covers claims brought against:

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

Public and products liability also covers:

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

Internet and email which covers claims brought against you due to:

- your infringement of intellectual property rights arising from the content of your email, intranet, extranet or website;
- your breach of confidence or invasion of privacy arising from the content of your email, intranet, extranet or website;
- your unauthorised collection or misuse of confidential customer data which you hold electronically.

Internet and email also covers:

- the expenses you incur to repair or replace your website or computer system following damage or destruction by a hacker.

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

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

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

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

Personal accident which provides:

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

A flexible approach

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

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

Equipment breakdown which covers:

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

Travel which covers:

- the cost of medical treatment of an insured person while on a business trip outside their usual country of residence;
- extra business travel and accommodation expenses if an insured person misses their scheduled public transport;
- loss of damage to an insured person's personal property or money while on a business trip;
- a capital benefit if an insured person is forcibly or illegally detained following hijack or kidnap while on a business trip.

Significant or unusual exclusions and limitations

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

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

Contents and Property away do not cover loss or damage:

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

Equipment breakdown does not cover loss or damage:

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

Buildings does not cover loss or damage caused by:

- settlement, bedding down or movement of new structures or made-up ground;
- coastal erosion or a rise in the water table;
- storm or flood to gates or fences, other than lych gates;
- the building contractor to building works in progress and unfixed materials relating to a building contract.

Business interruption does not cover:

- illness of or injury to any of your key personnel resulting from any medical condition known to them at the inception date of this policy, unless the condition has been without the need for any medical advice during the previous 24 months.

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

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

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

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

Internet and email does not cover any claim or loss due to:

- any computer virus written or created by you or any of your councillors, trustees or employees;
- any data or software unique to you.

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

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

Commercial legal protection does not cover:

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

Personal accident does not cover:

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

Travel does not cover:

- any person who has been advised not to travel for medical reasons or who is recovering from a serious injury or illness;
- any person who is 71 years or older at the inception date of this policy;
- any claim resulting from pregnancy or childbirth within two months before and two months after the date of delivery;
- any claim resulting from any emotional or psychiatric disorder or condition.

Your obligations

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

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

You need to bear in mind:

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

Policy length

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

Cancellation rights

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

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

Claims service

If you suffer a loss and need to make a claim you should contact your insurance broker Came and Company Local Council Insurance immediately on 01256 395020. If this is not possible, then our claims team can be contacted during business hours on 0845 213 8899 (please select option one or two as appropriate). You will need to provide your policy number and full details of the claim, including the date, amount and circumstances of loss.

If you require emergency assistance in relation to substantial damage to your property then you can call us directly using our 24-hour emergency assistance number (outside of normal business hours) on 0870 241 6257. Our out-of-hours emergency assistance team operate on a pay-and-claim basis and you will need to have credit card details available as appropriate; the team will then be able to direct you to essential tradesmen, emergency loss adjusters or disaster management companies in the event of significant loss or damage. Your policy schedule will reflect if property cover is included in your policy.

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

Any questions and complaints

If you have any questions or concerns about the sale of your policy or the service offered by your broker, please speak to your insurance broker Came and Company Local Council Insurance in the first instance on 01256 395020. If you have any questions or concerns about the terms of your policy or the decisions regarding the settlement of a claim, please contact our customer relations team at:

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

Or by telephone on 01904 681 198 or 0800 116 4627

Or by email at customer.relations@hiscox.com

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

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



Local councils and not-for-profit insurance portfolio

Policy wording

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

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

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

Our promise to you

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

Steve Langan
CEO, Hiscox Insurance Company

Complaints procedure

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

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

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

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

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

General terms and conditions

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

General conditions

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

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

General terms and conditions

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

General claims

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

conditions

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

Your obligations

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

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

Fraud

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

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

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

**Special definitions
for all property
sections**

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

Property definitions

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

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

Special definitions for this section

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

What is covered

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

Property – Buildings

Policy wording

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

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

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

Property – Buildings

Policy wording

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

If there is any dispute between **you** and **us** over the application of 9a or 9b above, it will be for **you** to show that the clause does not apply.

How much we will pay

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

Property – Buildings

Policy wording

Rebuilding and repair	<p>We will pay the cost of rebuilding or repairing the buildings to a condition equal to but not better or more extensive than its condition when new, provided you carry out the rebuilding or repair and do so without unreasonable delay.</p> <p>We will pay the cost of rebuilding or repairing the contract works to a condition equal to but not better or more extensive than their condition at the time the damage occurred, provided you carry out the rebuilding or repair and do so without unreasonable delay.</p> <p>For site materials, at our option we will repair, restore, replace or pay for any lost or damaged items. We will pay the lesser of:</p> <ol style="list-style-type: none"> a. your liability in respect of the site materials; b. the cost of repair, restoration or replacement at the trade market value of such items. <p>The most we will pay for damage to contract works and site materials is the amount insured shown in the schedule. The most we will pay for damage to site materials at a temporary storage location is 10% of the amount insured shown in the schedule for contract works and site materials.</p>
Other costs	<p>We will pay the following necessary and reasonable costs and expenses you incur in rebuilding or repairing following damage insured by this section:</p> <ol style="list-style-type: none"> a. the cost of removing debris of the buildings, contract works or site materials from the premises or the area immediately adjacent; b. the cost of dismantling, demolishing, shoring up or propping up any part of the buildings or contract works; c. the cost of complying with any statutory or local authority requirement regarding the damaged or undamaged part of the buildings or contract works, unless notice of such requirement was served before the damage and provided the buildings or contract works were originally built according to any government and local authority regulations in force at that time; d. the fees of architects, surveyors or consulting engineers; e. clearing, cleaning and repairing drains, gutters, sewers and the like on your property which are blocked or damaged. <p>We will not pay for the cost of preparing a claim.</p>
Special rebuilding conditions	<p>You may rebuild or replace buildings which are totally destroyed in any manner suitable to your requirements and/or on another site provided this does not increase the cost.</p>
Under insurance	<p>If, at the time of damage, we establish that the amount insured does not represent the amount it would cost to reinstate the buildings, including an allowance for other costs, we will reduce the amount we pay for any claim or loss in the proportion that the premium you have paid bears to the premium we would have charged you if you had declared the actual cost of reinstatement.</p> <p>We will only apply this calculation if:</p> <ol style="list-style-type: none"> 1. we establish that the values declared to us are less than 85% of the actual reinstatement cost; and 2. we establish that your failure to declare the actual reinstatement cost was not deliberate or reckless and was a breach of your obligation to: <ol style="list-style-type: none"> a. make a fair presentation of the risk to us before the start of the period of insurance; or b. notify us of a change of circumstances in relation to the reinstatement cost of the buildings, which may materially affect the policy; or c. make a fair presentation of the risk to us when notifying us of a change of circumstances in relation to the reinstatement cost of the buildings which may materially affect the policy. <p>This remedy may apply in addition to General Conditions 2. b.ii. and 4. b. ii. If your failure to declare the actual reinstatement cost was deliberate or reckless, the remedy under General Conditions 2.a. or 4.a. will apply.</p>

Index linking

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

Your obligations

If any damage occurs

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

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

Unoccupancy

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

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

Buildings not in use

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

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

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

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

Special conditions

Workmen

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

Building contracts

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

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

Special definitions for this section

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

What is covered

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

Property – Contents

Policy wording

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

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

Fraud and dishonesty

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

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

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

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

What is not covered

We will not make any payment for:

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

Property – Contents

Policy wording

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

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

How much we will pay

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

Repair and replacement

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

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

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

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

Debris removal

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

Property – Contents

Policy wording

Under insurance

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

We will only apply this calculation if:

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

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

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

Index linking

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

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

Your obligations

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



Property – Contents

Policy wording

which it occurred.



Property – Contents

Policy wording

Cash, bank and currency notes in transit

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

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

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

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

Property – Business interruption

Policy wording

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

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

Special definitions for this section

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

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

What is covered

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

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

Property – Business interruption

Policy wording

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

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

What is not covered

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



Property – Business interruption

Policy wording

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

How much we will pay

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

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

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

Loss of income

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

Property – Business interruption

Policy wording

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

Your obligations

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

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

Special definitions for this section

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

What is covered

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

What is not covered

We will not make any payment for:

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

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

How much we will pay

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

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

Repair and replacement

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

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

Debris removal

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

Other interests

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

Your obligations

If any damage occurs

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

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

Backing-up electronic data

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

Precautions

You must take reasonable steps to:

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

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

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

Special definitions for this section

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

What is covered

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

Employers' liability

Policy wording

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

Additional cover

Court attendance compensation

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

What is not covered

We will not make any payment for:

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

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

How much we will pay

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

Special limits

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

Your obligations

If a problem arises

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

Control of defence

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

Compulsory insurance clause

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

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

Special definitions for this section

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

What is covered

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

Public and products liability

Policy wording

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

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

Hirer liability

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

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

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

Overseas personal liability

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

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

Claims against principals

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

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

Claims against councillors and trustees

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

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

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

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

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

Cross liabilities

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

Criminal proceedings costs

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

Motor contingent liability

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

Public and products liability

Policy wording

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

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

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

Additional cover

Loss of excess or no claims discount

We will pay:

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

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

Court attendance compensation

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

Loss of third-party keys

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

Unauthorised use of third party telephones by your employees

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

Defamation and intellectual property rights

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

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

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

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

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

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

What is not covered

Property for which you are responsible	<p>A. We will not make any payment for any claim or loss directly or indirectly due to:</p> <ol style="list-style-type: none"> 1. loss of or damage to any property belonging to you or which at the time of the loss or damage is in your care, custody or control. This does not apply to: <ol style="list-style-type: none"> a. vehicles or personal effects belonging to your councillors, committee members, trustees, employees or visitors, while on your premises; b. premises, including their contents, which are not owned or rented by you, where you are temporarily carrying out your activities; c. premises rented to you, for loss or damage not insurable under property insurance policies and for which you would not be liable other than by the lease or other agreement. 2. the ownership, possession, maintenance or use by you or on your behalf of any aircraft or other aerial device, hovercraft, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters) or any mechanically propelled vehicles and their trailers. <p>This does not apply to:</p> <ol style="list-style-type: none"> a. any tool of trade; b. the loading or unloading of any vehicle off the highway; c. any cover provided under What is covered, Motor contingent liability.
Injury to employees	<ol style="list-style-type: none"> 3. bodily injury to any employee.
Pollution	<ol style="list-style-type: none"> 4. <ol style="list-style-type: none"> a. <ol style="list-style-type: none"> i. any pollution of buildings or other structures or of water or land or the atmosphere; or ii. any bodily injury or property damage directly or indirectly caused by pollution; <p>unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance;</p> b. any pollution occurring in the United States of America or Canada.
Computer virus	<ol style="list-style-type: none"> 5. transmission of a computer virus.
Professional advice	<ol style="list-style-type: none"> 6. designs, plans, specifications, formulae, directions or advice prepared or given by you.
Your products	<ol style="list-style-type: none"> 7. the costs of repairing, reconditioning or replacing any product or any of its parts. 8. <ol style="list-style-type: none"> a. any of your products relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such products; b. any of your products installed in aircraft, including missiles or spacecraft, or used in connection with such craft, or for tooling used in their manufacture including ground-handling tools and equipment, training aids, instruction manuals, blueprints, engineering or other data, advice and services and labour relating to such craft or your products.
Inefficacy	<ol style="list-style-type: none"> 9. inefficacy.
Deliberate or reckless acts	<ol style="list-style-type: none"> 10. any act, breach, omission or infringement you deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated.
Contracts	<ol style="list-style-type: none"> 11. your liability under any contract which is greater than the liability you would have at law without the contract.
Date recognition	<ol style="list-style-type: none"> 12. date recognition.
War, terrorism and nuclear	<ol style="list-style-type: none"> 13. war, terrorism or nuclear risks.

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

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

How much we will pay

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

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

Loss of excess or no claims discount

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

Special conditions

Loss of excess or no claims discount

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

Special limits

Hirer liability

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

Products

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

Pollution

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

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

Your obligations

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

Control of defence

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

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

Special definitions for this section

Computer system	Your own computer network, including any third-party software programs.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Hacker	Anyone who specifically and maliciously targets you and gains access to the website via the internet or other external electronic link, solely by circumventing electronically the security systems in place to protect against such access. A hacker does not include: <ol style="list-style-type: none">any councillor or trustee of yours or any sub-contractor, self-employed freelancer or third-party on your premises without permission;anyone who gains access directly through either any computer, computer system or network of yours or the physical possession of any password or other security code.
Website	Any website(s), intranet or extranet where you have full control over the content and which you run for the promotion of your activities .
You/your	Also includes any person who was, is or during the period of insurance becomes your councillor or trustee.

What is covered

Claims against you	<p>If during the period of insurance, and as a result of your activities, any party brings a claim against you arising from:</p> <ol style="list-style-type: none">the content of your email, intranet, extranet or website (including its domain name, metatags and hyperlinks and the marketing and advertising of your activities on the website), including alterations or additions made by a hacker, but not connected with any professional business activity for a client, and due to:<ol style="list-style-type: none">your infringement of any intellectual property rights, including any copyright, trademark, passing off or linking to or framing of another page;your breach of confidence or infringement of any right to privacy;your negligent transmission of a computer virus, worm, logic bomb or Trojan horse to anyone with whom you do business or who uses your website in the course of their business;your unauthorised collection or misuse of any data concerning any customer or potential customer of yours which is either confidential or subject to statutory restrictions on its use and which you obtained through the internet or extranet or website and hold electronically;a third-party's good faith reliance on a hacker's fraudulent use of your encrypted electronic signature, encrypted electronic certificate, email or website where there was a clear intention to cause you loss or obtain a personal gain for the hacker; <p>we will indemnify you against the sums you have to pay as compensation. We will also pay defence costs, but we will not pay costs for any part of a claim not covered by this section.</p>
Your losses from vandalism	<p>If, during the period of insurance, a hacker damages, destroys or alters your website or computer system, we will pay the reasonable and necessary costs and expenses you incur with our prior written consent to repair or replace the affected part of the website or computer system to the same or equivalent standard and with the same contents or as near as reasonably possible as immediately before it was damaged, destroyed or altered.</p> <p>If, during the period of insurance, a hacker threatens to damage your website in a way which would be covered by this section, we will indemnify you against the ransom paid with our prior written consent or, if the demand is for goods or services, their market value at the time of surrender.</p>

We will only indemnify **you** in this way if **you** can demonstrate to **us** that the ransom has been surrendered under duress and that before agreeing to its payment **you** took all reasonable efforts to determine that the threat was genuine and not a hoax and to ensure that at least one of **your** senior officers agreed to the ransom's payment.

If a claim arises from the cover provided in either of the two immediately preceding paragraphs **we** will also pay any advertising or publicity expenses reasonably and necessarily incurred, and with **our** prior permission, in contacting any people who attempted to use the **website** while it was damaged, destroyed or altered.

What is not covered

Matters specific to your activities	<p>A. We will not make any payment for any claim or loss directly or indirectly due to:</p> <ol style="list-style-type: none"> 1. any virus, worm, logic bomb or Trojan horse written or created by you, your councillor, trustee, employee or any self-employed freelancer directly contracted to you and under your supervision. 2. any virus, worm, logic bomb or Trojan horse which indiscriminately replicates itself and is automatically disseminated on a global or national scale, or to an identifiable class or sector of users, unless specifically passed on to you by a hacker of your website or computer system. 3. the infringement of any patent. 4. any unauthorised or fraudulent use of any credit, debit, charge or store card. 5. the use or provision of any games, or any gaming, gambling, lottery or auctioneering facilities or services. 6. the failure or interruption of the service provided by an internet service provider or any telecommunications or other utility provider. 7. any pornographic, sexually explicit or obscene material unless arising directly from the activities of a hacker. 8. your liability under any contract which is greater than the liability you would have at law without the contract. 9. any data or software unique to your company.
Matters insurable elsewhere	<ol style="list-style-type: none"> 10. the death or any bodily or mental injury or disease suffered by anyone. 11. anyone's employment with or work for you, or any breach of an obligation owed by you as an employer or any kind of discrimination, harassment or unfair treatment. 12. any personal liability incurred by a councillor or trustee of yours when acting in that capacity or managing your activities, or your breach of any fiduciary duty, or any statement, representation or information concerning you or your activities contained in your accounts, reports or financial statements. 13. your supply, manufacture, sale, installation or maintenance of any product.
Deliberate, reckless or dishonest acts	<ol style="list-style-type: none"> 14. any act, breach, omission or infringement you deliberately, spitefully, dishonestly or recklessly commit, condone or ignore.
Date recognition.	<ol style="list-style-type: none"> 15. date recognition.
War, terrorism and nuclear	<ol style="list-style-type: none"> 16. war, terrorism or nuclear risks. <p>B. We will not make any payment for:</p>
Pre-existing problems	<ol style="list-style-type: none"> 1. any claim, potential claim or loss or payment which could be made under this section which you knew about, or ought reasonably to have known about, before we agreed to insure you.
Non-compensatory payments	<ol style="list-style-type: none"> 2. fines and contractual penalties, punitive or exemplary damages. 3. any trading loss or trading liability including those arising from the loss of any client, account or business.
Claims outside the applicable courts	<ol style="list-style-type: none"> 4. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.

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

How much we will pay

The most **we** will pay for the total of all claims, their **defence costs** and **your** own losses is the limit of indemnity shown in the schedule irrespective of the number of claims or losses. However, the most **we** will pay for **your** own losses from vandalism, including any advertising or publicity expenses, is the amount shown in the schedule. This does not increase the limit of indemnity. **You** must pay the relevant **excess** shown in the schedule.

All claims and losses which arise from the same original cause, a single source or a repeated or continuing shortcoming in **your** work will be regarded as one claim. This includes such claims and losses arising after, as well as during, the **period of insurance**.

Paying out the limit of indemnity

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

Your obligations

If a problem arises

1. **We** will not make any payment under this section unless:
 - a. **you** notify **us** promptly of the following within the **period of insurance** or at the latest within 14 days after it expires for any problem **you** first become aware of in the seven days before expiry:
 - i. **your** first awareness of any matter which is likely to lead to a claim against **you**. This includes any criticism of **your** work even though regarded by **you** as unjustifiable.

If **we** accept **your** notification **we** will regard any subsequent claim as notified to this insurance;
 - ii. any claim or threatened claim against **you**;
 - iii. **your** first awareness of any fraud, threatened fraud or suspicion of fraud involving **your website**, electronic signature or electronic mail;
 - iv. any damage, destruction or alteration to **your website** or **computer system**;
 - v. **your** first awareness of any threat to damage **your website**.
 - b. **you** inform the police of any ransom demand as soon as is practicable.
2. When dealing with **your** client or a third-party, **you** must not admit that **you** are liable for what has happened or make any offer, deal or payment without **our** prior written agreement. If **you** do, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.

Computer systems protection and back-ups

3. **You** must:
 - a. take reasonable steps to use, maintain and upgrade any program which protects against computer viruses or any unauthorised use of or access to **your computer system**, network, electronic link or **website**;
 - b. make back-up copies of any data, file or program at reasonably frequent intervals;
 - c. cancel any user name, password or other security protection after **you** knew or had reasonable grounds to suspect that it had been made available to any unauthorised person.

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

Control of defence

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



Internet and email

Policy wording

success and taking into account the commercial considerations of the costs of defence.

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

Officials' and trustees' indemnity

Policy wording

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

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

What is covered

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

Officials' and trustees' indemnity

Policy wording

Representation costs

1. **We** will pay on behalf of any **insured person** the **legal representation costs** arising from an **investigation** first notified as being required during the **period of insurance**.
2. **We** will pay on **your** behalf the **legal representation costs** arising from an **investigation** against an **insured person** which **you** are legally obliged or permitted to pay on behalf of the **insured person** first notified as being required during the **period of insurance**.

What is not covered

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

Deliberate or dishonest acts

1. Based upon, attributable to or arising out of:
 - a. a dishonest or fraudulent act or omission or any intentional breach of any statute or regulation committed by any **insured person**;
 - b. an act intended to secure or which does secure a personal profit or advantage to which any **insured person** was not legally entitled;
 - c. an act intended to secure or which does secure a profit for any other company where an **insured person** is a director, officer or employee of such company.

This exclusion will only apply after a judgment or other final adjudication or an admission by an **insured person** that such act did occur. **We** may request that an opinion be obtained from a mutually agreed Queens Counsel or equivalent in a different jurisdiction as to the prospects of a court finding that such act did occur. This exclusion shall apply if counsel is of the opinion that there are no reasonable prospects of the court finding that such act did not occur. Such opinion will be binding on **us** and the **insured person**. The costs of such opinion shall be met by **us**.

Prior claims, investigations and circumstances

2. Based upon, attributable to or arising out of any **claim, loss, investigation** or anything likely to lead to a **claim, loss** or **investigation** which **you** knew or ought reasonably to have known about, or that has been reported under any policy existing or expired, prior to the start of the **period of insurance**.

Prior litigation

3. Based upon, attributable to or arising out of any prior or pending litigation or proceedings, including allegations deriving from the same or essentially the same facts, involving **you** or an **insured person** initiated prior to the **prior and pending litigation date**.

Defined benefit pension schemes

4. Based upon, attributable to or arising out of an **insured person's** operation or administration of any defined benefit pension scheme or their breach of any legislation or regulation relating to these activities.

Matters insurable elsewhere

6. For mental or emotional distress, sickness, disease, bodily injury or death suffered by anyone, or the loss, damage or destruction of any tangible property including loss of use of such property.
7. Based upon, attributable to or arising out of the use of any mechanically propelled vehicle for which compulsory insurance is required under any legislation.

Claims brought by a related party

8. Based upon, attributable to or arising out of any claim brought or maintained by **you** or an **insured person**.

Breach of professional duty

9. Based upon, attributable to or arising out of any **claim** relating to a breach of or failure to provide professional duties or services.

Financial advantage

10. Based upon, attributable to or arising out of the gaining of any financial advantage to which the **insured person** was not entitled, including the repayment of any wrongfully received monies.

Employment claim

11. Based upon, attributable to or arising out of any **employment claim**.

Pollution claims

12. Based upon, attributable or arising out of any **claim** or **investigation** for **pollution**.

Terrorism

13. Based upon, attributable to or arising out of any **claim** in connection with **terrorism** or any action taken to control, prevent or respond to **terrorism**.

Claims outside the applicable courts

14. Based upon, attributable to or arising out of any **claim** or **investigation** brought:
 - a. in a court of law outside of the United Kingdom of Great Britain and Northern

Officials' and trustees' indemnity

Policy wording

	Ireland, the Channel Islands, the Isle of Man; or
	b. in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man to enforce a judgement or order made in any court of law outside the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man.
Breach of contract	15. Based upon, attributable to or arising out of any claim or investigation for any actual or alleged breach of contract obligation.
Surcharges	16. Based upon, attributable to or arising out of any claim for any surcharge made by the district auditor or other competent body.
Asbestos	17. Based upon, attributable to or arising out of any claim or investigation for asbestos risks .
Libel and slander	18. Based upon, attributable to or arising out of any claim or investigation for libel, slander, defamation, malicious falsehood or injurious falsehood.
Neglect	19. Based upon, attributable to or arising out of any claim or investigation for neglect, error or omission committed by an insured person other than in the discharge of their duties in the course of your activities .
Property searches and enquiries	20. Based upon, attributable to or arising out of any claim or investigation for neglect, error or omissions in information given by notices served in connection with searches and enquiries in relation to property.
Products claims	21. Based upon, attributable to or arising out of any claim or investigation for products sold, supplied, repaired, altered, treated, erected or installed by you in connection with your activities .
Own property	22. Based upon, attributable to or arising out of any claim or investigation caused by the ownership, possession or use by you or on your behalf of any buildings, structures, premises or land or that part of any building leased, occupied or rented by you or any other property belonging to you .

Special conditions

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

How much we will pay

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

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

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

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

Paying out the limit of indemnity

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

Your obligations

Notification

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

Control of defence and payment of a claim

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

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

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

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

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

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

Commercial legal protection

Policy wording

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

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

Registered in England and Wales, number 103274.

Website: www.das.co.uk.

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

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

Registered in England and Wales, number 5417859.

Website: www.daslaw.co.uk.

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

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

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

How can **DAS** help

To make a claim under this section please telephone **DAS** on 0117 934 2111. **DAS** will ask **you** about **your** legal dispute and if necessary will call **you** back at an agreed time to give **you** legal advice. If **your** dispute needs to be dealt with as a claim under this section, **DAS** will provide **you** with a claim reference number. At this point **DAS** will not be able to confirm that **you** are covered but will pass the information **you** have given **DAS** to the claims handling teams and explain what to do next.

Send **your** claim to

If **you** would prefer to report **your** claim in writing please send it to the Claims Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

Alternatively **you** can email **your** claim to DAS at newclaims@das.co.uk.

Claims are usually handled by a representative appointed by **DAS**, but sometimes **DAS** deal with claims themselves.

Claims outside the United Kingdom may be dealt with by other **DAS** offices elsewhere in Europe.

When DAS cannot help

Please do not ask for help from a solicitor or accountant before **DAS** have agreed. If **you** do, **DAS** will not pay the costs involved.

Cover

This section will cover the **insured person** in respect of any **insured incident** arising in connection with the business shown in the **policy** schedule if the premium has been paid.

DAS agree to provide the insurance in this section in accordance with the operative covers shown in the **policy** schedule as long as:

- a. the **date of occurrence** of the **insured incident** happens during the **period of insurance** and within the **territorial limit**; and
- b. any legal proceedings will be dealt with by a court, or other body which **DAS** agree to, in the **territorial limit**; and
- c. in civil claims it is always more likely than not that an **insured person** will recover damages (or obtain any other legal remedy which **DAS** have agreed to) or make a successful defence.

For all **insured incidents**, **DAS** will help in appealing or defending an appeal as long as the **insured person** tells **DAS** within the time limits allowed that they want **DAS** to appeal. Before **DAS** pay any **costs and expenses** for appeals, **DAS** must agree that it is always more likely than not that the appeal will be successful.

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

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

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

Special definitions for this section

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

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

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

For all other insured incidents

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

The policyholder

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

Insured incidents we will cover**1. Employment disputes and compensation awards**

a. Employment disputes

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

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

What is not covered

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

b. Compensation awards

DAS will pay:

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

Provided that:

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

Commercial legal protection

Policy wording

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

What is not covered

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

c. Service occupancy

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

What is not covered

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

2. Legal defence

At **the policyholder's** request

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

Commercial legal protection

Policy wording

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

Provided that:

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

What is not covered

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

3. Property protection and bodily injury

a. Property protection

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

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

What is not covered

Any claim relating to the following:

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

b. Bodily injury

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

What is not covered

Any claim relating to the following:

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

4. Tax protection

a. Full or aspect enquiries

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

b. Employers compliance

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

c. VAT disputes

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

Provided that:

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

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

What is not covered

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

5. Contract disputes

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

Provided that:

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

What is not covered

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

6. Statutory licence protection

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

What is not covered

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

What is not covered by this section

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

Conditions which apply to the whole section

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

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

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

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

Helpline services

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

Eurolaw commercial legal advice

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

Tax advice

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

Business assistance

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

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

Counselling

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

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

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

The employment manual

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

DAS Businesslaw

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

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

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

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

**Special definitions
for this section**

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

What is covered

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

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

What is not covered

We will not make any payment for:

Hazardous pursuits

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

Other exclusions

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

War and nuclear risks

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

How much we will pay

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

Your obligations

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

Claims

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

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

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

Special definitions for this section

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

What is covered

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

What is not covered

We will not make any payment for:

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

How much we will pay

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

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

Your obligations

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

If a crisis arises during working hours

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

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

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

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

If a crisis arises outside of working hours

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

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

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

Special definitions for this section

Cash	Coins, bank notes or currency notes.
Credit cards	Credit, debit, charge, cheque, bankers' or cash point cards.
Hi-jack	The unlawful seizure of, or wrongful taking control of, an aircraft, ship or train in which the insured person is travelling.
Insured person	Any person named in the schedule, provided that person is not more than 70 years old at the start of the period of insurance .
Insured trip	Any business trip which starts during the period of insurance and is scheduled to last for no longer than six months. Non-business activities are covered for up to 10 consecutive days when incidental to a business trip.
Kidnap	The illegal actual taking and holding captive of the insured person .
Money	Cash, credit cards , travellers' cheques, travel tickets or petrol or other coupons with a monetary value which belong to or are in the care, custody or control of the insured person .
Operative time	The time during the period of insurance when the insured person is covered under this section, as shown in the schedule.
Personal property	Baggage and personal effects which belong to or are in the care, custody or control of the insured person . Valuables worth more than £750 and money are not included within this definition.
Valuables	Jewellery, gold and silver articles, watches, binoculars, telescopes, typewriters, photographic equipment, audio equipment, video equipment, computers and the like and their accessories.

What is covered

Medical, emergency travel and repatriation expense

If the **insured person** is injured or becomes ill during the **operative time**, we will reimburse **you** up to the amount insured shown in the schedule for the following expenses reasonably and necessarily incurred as a direct result of the injury or illness within 12 months from the date the **insured person** was injured or became ill.

Medical expenses	The costs incurred outside the insured person's usual country of residence for medical, surgical or other remedial attention or treatment given or prescribed by a medical practitioner and all hospital, nursing home and ambulance charges. This includes dental expenses incurred in an emergency for immediate pain relief.
Emergency travel expenses	The additional transport and accommodation expenses incurred by the insured person and up to two people who need to travel to, remain with or escort the insured person if the medical practitioner treating them says this is necessary.
Repatriation expenses	The cost of sending the insured person back to their usual country of residence by the most suitable transport if our medical adviser in consultation with the medical practitioner treating the insured person agrees that this is necessary.
Hospital in-patient benefit	We will pay the amount insured shown in the schedule for each complete 24 hour period the insured person has to spend as a hospital in-patient outside their usual country of residence, up to the maximum amount insured shown in the schedule. This is in addition to any amount paid for medical, emergency travel and repatriation expenses.

Funeral expenses

If the **insured person** dies during the **operative time**, **we** will pay up to the amount insured shown in the schedule for funeral expenses abroad or the cost of transporting the **insured person's** remains to their usual country of residence. This is in addition to any amount paid for medical and emergency travel expenses.

Cancellation, curtailment, replacement, missed departure and travel delay

Cancellation and curtailment

We will indemnify **you** up to the amount insured shown in the schedule for:

- a. the **insured person's** own unused travel, accommodation and pre-booked conference expenses and excursion expenses which **you** or the **insured person** has paid or legally has to pay and which cannot be recovered; and
- b. the reasonable extra travel and accommodation expenses for the **insured person** to return home.

If the **insured person** has to cancel or cut short a pre-arranged **insured trip** for one of the following reasons:

- a. the **insured person's** death, accidental injury or illness;
- b. the death, accidental injury or illness of the **insured person's** spouse or partner, close relative, fiancée or fiancé, business colleague, travelling companion or someone they are planning to stay or conduct business with;
- c. the **insured person** being:
 - i. put in quarantine;
 - ii. called for jury service or as a court witness;
- d. major damage to the **insured person's** pre-booked accommodation, other than any waterborne vessel or craft, making it impossible for the **insured person** to stay there;
- e. the **insured person** having to be in their usual country of residence following a burglary at or major damage to their home or business premises;
- f. a **hi-jack** which prevents the **insured person** from continuing the **insured trip**;
- g. the cancellation or delayed departure for 24 hours or more of the scheduled transport on which the **insured person** is booked to travel on their outward or return journey because of a strike, riot, civil commotion, terrorist or criminal act, fire, flood, earthquake, landslide, avalanche, accident, mechanical breakdown or bad weather.

Replacement

If the **insured person** has to return home during an **insured trip** as a direct result of one of the above reasons and a business associate is sent to tend to the original **insured person's** unfinished, essential duties, **we** will indemnify **you** for the additional cost of travel and accommodation reasonably and necessarily incurred.

Missed departure and connections

We will pay up to the amount insured shown in the schedule for the reasonable extra travel and accommodation expenses that the **insured person** has to pay to reach their pre-booked destination if they miss the scheduled public transport on which they are booked to travel:

- a. because of a strike, riot, civil commotion, terrorist or criminal act, fire, flood, earthquake, landslide, avalanche, accident, mechanical breakdown or bad weather; or
- b. because a fellow passenger or crew member of the vehicle in which the **insured person** is travelling is injured or taken ill.

Travel delay

If the scheduled transport on which the **insured person** is booked to travel to reach the planned destination at either the start or the end of an **insured trip** is delayed because of a strike, riot, civil commotion, terrorist or criminal act, fire, flood, earthquake, landslide, avalanche, accident, mechanical breakdown or bad weather, **we** will pay **you** the amount insured shown in the schedule.

Personal property and temporary loss of baggage

Personal property

We will pay up to the amount insured shown in the schedule in respect of loss of or damage to **personal property** occurring during the **operative time**.

Claims settlements for articles lost or destroyed will be based on the cost of comparable new articles, less an appropriate allowance for age and condition if the item is more than three years old. The most **we** will pay for any one item, pair or set is shown in the schedule. Golf clubs with or without the same brand name will be treated as a set.

If the amount insured for **personal property** is less than the total value of the insured **personal property** at the time of loss or damage, **our** liability will be limited to that proportion of the insured loss which the amount insured bears to the total value. The total value of the insured **personal property** is the cost of comparable replacement.

Temporary loss of baggage If the **insured person's** baggage is temporarily lost for more than eight hours, **we** will pay up to the amount insured shown in the schedule towards the cost of buying or hiring essential and reasonable replacement items.

If the baggage is not found and **you** make a claim for the lost property under this section, **we** will deduct the cost of the essential replacement items from any amount paid in settlement of that claim.

Money and travel documentation

Money **We** will pay up to the amount insured shown in the schedule in respect of loss of or damage to **money** occurring during the **operative time**, including any amounts which the **insured person** legally has to pay as a result of fraudulent use of their lost or stolen **credit cards**.

Foreign currency and travellers' cheques bought for an **insured trip** are also covered while in the custody of the **insured person** from the time they are collected or 120 hours before departure on the **insured trip**, whichever is later, until up to 120 hours after completion of the **insured trip**.

Travel documentation **We** will pay up to the amount shown in the schedule towards the cost of replacing or restoring business documents belonging to **you** if they are lost or damaged during the **operative time** while they are the responsibility of the **insured person**. This is payable in addition to any amount paid for **money**.

If the **insured person** loses or accidentally damages their **money**, passport, visa, green card, travel tickets or other essential travel documents during the **operative time**, **we** will indemnify **you** for the reasonable and necessary travel and accommodation costs incurred in replacing them up to the amount insured shown in the schedule.

Hi-jack and kidnap **We** will pay the amount insured shown in the schedule for each complete day that the **insured person** is forcibly or illegally detained as the result of a **hi-jack** or **kidnap** which starts during the **operative time**, up to the maximum amount insured shown in the schedule.

Personal liability **We** will indemnify **you** up to the amount insured shown in the schedule in all for any damages which the **insured person** legally has to pay for an accident which happens during the **operative time** and which causes bodily injury or loss of or damage to property. All claims caused by one accident will be treated as one claim.

We will also cover costs **we** have agreed to in advance to defend the claim.

Legal expenses **We** will pay up to the amount insured shown in the schedule in all for legal expenses incurred by or on behalf of the **insured person** in making a claim for damages against anyone who has caused injury to, or death or illness of that **insured person** by an incident occurring during the **operative time**, provided **we** are satisfied that there is a reasonable chance of the claim succeeding.

We will handle any negotiations or legal proceedings and will appoint a solicitor or adjuster.

What is not covered

All parts of this section

We will not make any payment for:

1. Any trip within the United Kingdom for an **insured person** who is a United Kingdom resident unless the **insured person** has pre-booked paid accommodation on a business trip for at least one night or a flight on a commercial airline.
2. Any trip that is booked or begins if, at the time of booking or at the start of the trip, the **insured person**:
 - a. is recovering from a serious injury or illness;
 - b. has been advised not to travel for medical reasons.
3. Any trip that:

Group travel

Policy wording

- a. is for the purpose of having medical treatment;
 - b. is booked or made by anyone who is 71 years old or over at the start of the **period of insurance**.
4. Any claim:
- a. arising out of a medical condition which the **insured person** knew about at the time the **insured trip** was booked or begins, unless the condition is normally stable, under control and has been without the need for in-patient or emergency medical care in the preceding 12 months;
 - b. arising out of a set of circumstances which the **insured person** knew about at the time the **insured trip** was booked unless the **insured person** could not reasonably have expected such circumstances to result in a claim;
 - c. arising out of pregnancy or childbirth within two months before and two months after the estimated date of delivery;
 - d. resulting from any emotional or psychiatric disorder or condition;
 - e. resulting from the **insured person** taking or using drugs or controlled substances (other than drugs prescribed by their doctor and used properly);
 - f. resulting from the **insured person** committing suicide or deliberately injuring themselves or putting themselves in unnecessary danger (unless trying to save a human life);
 - g. resulting from any criminal act by the **insured person**.
- 5.
- a. The cost of any medication the **insured person** needs and was taking before the start of the **insured trip**; or
 - b. any treatment carried out more than 12 months after the date during the **insured trip** when the **insured person** was injured or first became ill.
6. Any claim resulting from the **insured person** taking part in:
- a. the following winter sports: free-style skiing, ski jumping, ice hockey, use of bobsleighs or skeletons, repetitive travel in ski run helicopters, any competition. Off piste skiing is only covered if the **insured person** is accompanied by a suitably experienced guide;
 - b. the following scuba diving activities: any unaccompanied dive, any dive involving visits to wrecks or caves, any dive for gain or reward, or any dive below 30 metres. Any other scuba diving activities are only covered if the **insured person**:
 - i. holds the British Sub Aqua Club "Sports Diver" certificate or the Professional Association of Diving Instructors "Open Water" certificate and follows the relevant Club or Association rules and guidelines at all times; or
 - ii. dives under the constant supervision of a properly licensed diving school and follows their rules and instructions at all times;
 - c. potholing, caving, hang-gliding, parachuting, parascending, paragliding, mountaineering or rock-climbing for which the **insured person** would normally need to use ropes or guides, bungee jumping, white-water rafting, any kind of race, endurance test or any other activity which is known to carry an increased risk of personal injury;
 - d. armed forces activities including operations, exercises or training;
 - e. flying as a pilot or any other aerial activities other than travel by air as a passenger.
7. Any claim directly or indirectly arising out of or contributed to by HIV (Human Immune Deficiency Virus), AIDS (Acquired Immune Deficiency Syndrome), AIDS-related complex (ARC) or any related virus or illness, or any sexually-transmitted disease.
8. Any claim directly or indirectly caused by **war** or **nuclear risks**.
9. Missed departure and connections or travel delay due to a strike or industrial action which existed or for which advance warning had been given before the date on which the **insured trip** was booked.
10. Missed departure and connections unless **you** provide written confirmation of the delay and the reason for it from the public transport carrier or a garage or motoring organisation.

Missed departure and travel delay

Personal property, temporary loss of baggage, money and travel documentation

11. Travel delay unless **you** provide written confirmation from the transport company or their agents of the actual date and time of departure and the reason for the delay.
12. Any loss of **personal property**, baggage, **money** or travel documentation not reported to the police within 48 hours of discovery.
13. Temporary loss of baggage unless **you** provide a property irregularity report from the transport company.
14. Loss of or damage to **personal property** due to:
 - a. wear and tear or gradual deterioration; or
 - b. mechanical or electrical failure or breakdown.
15. Loss of **valuables** from baggage unless carried by hand and under the **insured person's** personal supervision.
16. Loss of or damage to **personal property** sent as freight or under an airway-bill or bill of lading.
17. Loss of or damage to **personal property** left in a motor vehicle unless the items are locked in the boot/trunk area or vehicle glove compartment.
18. Loss of or damage to **personal property** or **money** caused by delay, detention or confiscation by order of any customs or any other government or public authority.
19. Loss or theft or fraudulent use of a **credit card** unless the **insured person** has complied with all the terms and conditions under which the card was issued.
20. Loss of **money** from baggage while the baggage is in the custody of carriers and outside the control of the **insured person**.
21. Loss of **money** due to exchange, errors or omissions in transactions or purchases, or depreciation in value.

Personal liability

22. The **insured person's** liability for injury to, or illness or death of, any member of their family or household or their employee.
23. Any liability to any person who is under a contract of employment, service or apprenticeship with **you** or the **insured person** arising out of or in the course of their employment or their work for **you** or the **insured person**.
24. The **insured person's** liability for loss of or damage to property which belongs to or is in the care, custody or control of **you** or the **insured person** or any employee of **you** or the **insured person** or any member of the **insured person's** family or household.
25. The **insured person's** liability arising out of:
 - a. owning, occupying, possessing or using any land or building other than damage to the structure or building (including its contents) of any accommodation the **insured person** is staying in temporarily during the **insured trip**;
 - b. passing on any infectious disease;
 - c. the practice of any business, profession or occupation, or the supply of goods or services;
 - d. any contract, if that liability is greater than the liability the **insured person** would have at law without the contract;
 - e. the use of any mechanically propelled vehicle (except golf buggies);
 - f. the use of any aircraft, or any watercraft other than sailboards, surfboards, canoes, rowing boats and dinghies under 12 feet or hand-propelled paddle boats and inflatable sailing dinghies;
 - g. the use of any firearm or weapon; or
 - h. any animal other than horses hired for the purpose of hacking.

Legal expenses

26. legal expenses incurred by or on behalf of the **insured person** without **our** written permission.

How much we will pay

We will pay up to the relevant amount insured shown in the schedule.

Your obligations**If a problem arises**

We will not make any payment under this section unless:

1. the **insured person** contacts Hiscox Assistance immediately on the telephone number shown below if injury or illness results in the need for in-patient hospital treatment or the possible need for emergency travel or repatriation;
2. **you** notify Van Ameyde Wallis promptly of any accident, illness, loss, damage or liability which might be covered under this section.

Medical bills and doctors' certificates

If the **insured person** has to pay any medical expenses outside their usual country of residence, they must keep the original receipts and bills to support any request for payment under this section.

If the **insured person** cancels or cuts short an **insured trip** because of a medical condition, they must obtain a doctor's certificate to support any request for payment under this section.

Special conditions**Period of cover**

We will cover the **insured person** for each **insured trip** that begins and ends during the **period of insurance**, and for any **insured trip** that begins during the **period of insurance** and continues into the next period provided that this section has been renewed with **us**. If this section has not been renewed, cover will continue for no more than 14 days after expiry.

If the **insured person** cannot finish their **insured trip** within six months because of circumstances beyond their control, **we** will continue to provide cover for up to an extra 30 days and no extra premium will be due.

If the **insured person** is involved in a **hi-jack** or **kidnap** during an **insured trip**, **we** will continue to provide cover for up to an extra 12 months. No extra premium will be charged for this extension.

For cancellation cover only, **we** will cover bookings made during the **period of insurance** for **insured trips** which are planned to start no later than 12 months after the date of booking. Cover starts at the time a confirmed booking is made. If this section has not been renewed with **us**, cover ends at the expiry date shown in the schedule.

Visits to areas of war and unrest

The **insured person** is not covered under this section while visiting countries or areas affected or threatened by war or unrest unless **we** give **our** prior written permission. Revised conditions and an additional premium will apply to this extra cover.

Claims**Hiscox assistance**

In the event of a medical emergency outside the United Kingdom, you should ring the following number for help and advice:

+44 20 8290 4442

The number is open 24 hours every day. You must ring this number immediately if injury or illness results in the need for in-patient hospital treatment or the possible need for emergency travel or repatriation.

When Hiscox assistance are contacted, the following information should be provided:

1. your name;
2. the telephone or facsimile number where you can be reached;
3. the nature of the emergency;
4. the name of your company and the Hiscox policy number.

**Procedural conditions
for claims**

1. Claims for emergency medical expenses must be referred to HISCOX ASSISTANCE on +44 20 8290 4442 as soon as possible following an event likely to cause a claim. If not, we will not have to pay the claim.
2. Written notice must be given to Van Ameyde & Wallis Limited, as soon as practicable of any accident or illness which causes or may cause a claim to be made under this insurance.
3. **All correspondence and supporting documentation in connection with claims should be sent to Van Ameyde & Wallis Limited, 34 The Mall, Bromley, Kent, BR1 1TS (telephone number 020 8466 6034), quoting the Hiscox policy number and the broker's name and reference.**
4. In the event of a claim you must allow the medical adviser or advisers appointed by us to examine you as often as may be deemed necessary by us.

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

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

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

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

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

Type of organisation	Declared population
Local council	Up to 10000

Your council: Llanharan Community Council

We asked you	You answered
Please read the following statements and confirm they are correct, if the answer to any is 'Yes', please provide further details on the last page.	
1. Are you involved in any of the following? <ul style="list-style-type: none"> environmental campaigning or lobbying homelessness or refugees human rights or the prevention of cruelty or abuse international or overseas aid mental or sexual health. 	No
2. Are any of your premises occupied as – <ul style="list-style-type: none"> retail location or warehouse drop-in centre, care home or hospice animal shelter residential drug or alcohol facility. 	No
3. Have you or any of your trustees or committee members ever been made bankrupt or insolvent either in a personal capacity or in connection with an organisation?	No
4. Have you had any claims within the last five years? (If Yes, please provide claims experience)	No
5. Are you aware of any fact, circumstance or incident that may give rise to a loss or claim?	No

Your property

Please read the following statements and confirm they are correct, if the answer to any is 'No', please provide further details on the last page.	
6. All of the buildings to be insured are of standard construction with <25% flat roof. (i.e. constructed with external walls of brick, stone or concrete with a pitched roof of slate, tiles or profile metal)	Yes
7. The electrical installation at each premises is inspected at least every five years by a qualified electrician and all defects remedied accordingly.	Yes
8. A fire risk assessment has been undertaken for each premises.	Yes
9. All lifts, boilers, steam and pressure vessels at each premises inspected and approved to comply with all statutory requirements.	Yes
10. Your premises are never unoccupied for a period exceeding 45 consecutive days.	Yes

11. There have been no claims for flood and none of the premises have a history of flooding.	Yes
12. There have been no claims for subsidence heave or landslip and none of the buildings have been underpinned.	Yes
13. You are not responsible for any zip wires, flying foxes or other play equipment that exceeds 4m in height.	Yes
14. You back up all electronic files on your system at least weekly and store these off site.	Yes

Your activities

Please read the following questions and confirm the answers are correct, if the answer to any is 'Yes', please provide further details on the last page.	
<p>15. Do you undertake or organise any activity or fund raising event which involves any of the following:</p> <ul style="list-style-type: none"> • any mechanically driven ride or any activity at a speed exceeding 10 mph • any nursing or the provision of care for persons with mental disabilities or criminal histories • any heavy manual work, such as construction, demolition or ground works (this does not include general household gardening and property maintenance) • any activity in or on water, underground or which take place more than five metres above the ground • any winter sport, including skiing, ski jumping, ice skating and the use of any bobsleigh or skeleton • potholing, caving, mountaineering, rock-climbing, bungee jumping or any activity that requires the use of any rope or guide • horse riding or any other equestrian activity • gymnastics, trampolining or the use of any inflatable play equipment including bouncy castles • the use of any pyrotechnics or black powder for which a license is required • the use of any airborne lantern, sky lantern, sky candle or wish lantern • the use of any weapon <p>any kind of race:</p> <ul style="list-style-type: none"> • held on the public highway or where the public highway needs to be closed or crossed • which involves more than 250 participants • held over a distance which exceeds 10,000 metres • which involves crossing water • which involves children under the age of sixteen • which involves the use of bicycle where the route is close to water or the public highway • fell running or any kind of endurance test, strength test, assault or obstacle course, or any activity which is known to carry an increased risk of personal injury including any marathon, biathlon, triathlon, iron man or weightlifting competition, mountain bike race or commando challenge • any contact sport or professional sport of any kind. 	No

16. Do you undertake or supervise any work in any of the following locations: <ul style="list-style-type: none"> • trackside or airside • docks or harbours • quarries, mines or collieries • chemical or petrochemical works or oil refineries • gas works, fuel storage facilities or blast furnaces • power stations or nuclear plant • bridges, viaducts, tunnels or dams. 	No
17. Do you operate a website where financial transactions can be made?	No
18. Do you undertake any activities that require a DBS check?	No

Your management

Please read the following questions and confirm the answers are correct, if the answer to any is 'No', please provide further details on the last page.	
19. Have your annual accounts been qualified?	No – further details not required
20. Does your council have a positive net worth?	Yes
21. Do you comply with all relevant health and safety legislation and have you reviewed and updated your health and safety policies within the last 12 months?	Yes
22. Please confirm you have not committed any offence under any health and safety legislation nor had any health and safety notice issued?	Yes
23. Are dual controls in place so that at least two people are required to process financial transactions and to disburse assets for amounts in excess of £2,500	Yes
24. Your organisation does not provide professional, financial, legal or medicate advice; or certification or regulation services?	Yes
25. Are all disciplinary actions, dismissals and redundancies subject to prior review and approval by a suitably qualified professional?	Yes
26. Have current employment, disciplinary and grievance policies been communicated to all employees?	Yes

Additional information

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

Your organisation	
--------------------------	--



Local council insurance portfolio
Statement of fact

Your property	
Your activities	
Your management	

CERTIFICATE OF EMPLOYERS' LIABILITY INSURANCE

Policy: 1891376



CERTIFICATE OF EMPLOYERS' LIABILITY INSURANCE (a)

(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 1998 (the Regulations), one or more copies of this certificate must be displayed at each place of business at which the policy holder employs persons covered by the policy)

Policy number	1891376/3075197
1. Name of policyholder	Llanharan Community Council
2. Date of commencement of insurance policy	1st June 2021
3. Date of expiry of insurance policy	31st May 2022 Both days inclusive

We hereby certify that subject to paragraph 2:

- 1 The policy to which this certificate relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Jersey, the Island of Guernsey, the Island of Alderney (b); and
- 2 the minimum amount of cover provided by this policy is no less than £5 million (c).

Signed on behalf of Hiscox Insurance Company Ltd

Notes:

(a) Where the employer is a company to which regulation 3(2) of the regulations applies, the certificate shall state in a prominent place, either that the policy covers the holding company and all its subsidiaries, or that the policy covers the holding company and all its subsidiaries except any specifically excluded by name, or that the policy covers the holding company and only the named subsidiaries.

(b) Specify applicable law as provided for in regulation 4(6) of the Regulations.

(c) See regulation 3(1) of the Regulations and delete whichever of paragraphs 2(a) or 2(b) does not apply. Where 2(b) is applicable, specify the amount of cover provided by the relevant policy.

About the insurer

Insurer	Hiscox Insurance Company Limited
Registered address	1 Great St Helens, London, EC3A 6HX United Kingdom
Company registration	Registered in England number 00070234
Status	Hiscox Insurance Company Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority

Hiscox is a member of ELTO and must collect certain information about the entities insured for UK Employers' liability insurance under your policy.

Information we hold for your policy

Policy number: 1891376/3075197

Insured: Llanharan Community Council

We hold the following information for your policy. Please check it and notify us (or your insurance intermediary if you have one) if anything is incorrect.

Employer/registered company name	Main/registered address	Postcode	HMRC Employer Reference Number (ERN)	ERN not applicable reason
Llanharan Community Council	2 Chapel Road Llanharan Vale of Glamorgan CF72 9QA	CF72 9QA	948/L316C	

Please refer to your policy schedule for details of our obligations, your rights and how your information may be used.

Mandatory information - what is required?

Below is a summary of the information we must collect from you to help you provide the correct information.

For the main policyholder and each additional employer or subsidiary company in the UK insured under the policy, the following is required:

1. Employer name
2. Full address of employer including postcode
3. HMRC Employer Reference Number (ERN)

Entities which do not have an HMRC ERN

If any entity insured does not have an ERN, a reason must be supplied to us from the following:

- All employees below PAYE threshold
- Business registered outside England, Scotland, Wales or NI
- The business does not have any employees



Summary of changes

Changes to your policy as a result of the UK's decision to leave the EU ('Brexit')

Historically, all our policies have been insured by Hiscox Insurance Company Limited (HIC), regardless of whether the risk is based in the UK or the European Economic Area (EEA).

However, post-Brexit, HIC will no longer be able to insure buildings located or subsidiaries based in the EEA (not including UK, Channel Islands, Isle of Man or Gibraltar) (referred to as 'EEA (non UK)' below). Therefore, from renewal we are removing cover for risks based in the EEA (non-UK) including the automatic EEA (non-UK) cover from our policies.

Changes to your cover

Some of our policy wordings provided for automatic cover for buildings located or subsidiaries based in the EEA (and elsewhere). As we now need to ensure that HIC only insures buildings located or subsidiaries based in the UK, we are removing cover for risks based in the EEA (non-UK) including the automatic EEA (non-UK) cover from our policies.

In order to achieve this:

- i. policy wordings that previously provided automatic cover for subsidiaries or buildings have now been updated to limit this automatic cover to the UK only (see further under 'Your policy' below); and
- ii. we are removing any cover for previously disclosed subsidiaries or buildings that are located or based in the EEA (non-UK).

This means that any EEA (non-UK)-based buildings or subsidiaries will no longer be able to be insured under these policies.

If you have any risks based in the EEA (non-UK) then please contact your intermediary for further advice.

Your policy

The changes to policy wordings that previously provided automatic cover are incorporated into the following sections. Please refer to your policy schedule which will state whether any of these sections are included in your policy. If you are not sure, you should refer to your intermediary for clarification.

- Management liability covers:
 - directors and officers' liability
 - trustees and individual liability
 - corporate legal liability
 - professional legal liability
 - charities – legal liability
 - employment practices liability
- Crime cover
- Cyber and data cover
- Hacker damage cover

In summary

Our intention is to ensure all our customers continue to benefit from exceptional cover and service. Please ensure you read this letter carefully and take any action as we have suggested to ensure that you have cover in place should you have any EEA (non-UK) based subsidiaries or buildings.

If you wish to find out more about Hiscox's wider Brexit strategy please have a look on our website at www.hiscoxgroup.com/about-hiscox/brexit.

Appendix 10

Consideration of surfacing materials to be used for Garage/Memorial Garden projects

Options (From tender, excluding those materials rejected by Council):

Printed Concrete – £60,390 (See photographs below for examples);

Resin - £66,390 - (See photographs below for examples).

- Recommendation – That the garage drive and parking areas be constructed in printed concrete and that the memorial garden/non trafficked areas be constructed out of resin.
- Recommendation - That the final colours, exact placement of materials be delegated to the judgement of the Acting Clerk/Project Officer working in conjunction with the contractor, Chair of the Council and other interested councillors.
- Recommendation – That the Council approves a total spend of £66,390 for both projects to allow the projects to commence, and to allow the Acting Clerk/Project Officer to negotiate that figure down once the final mix of printed concrete and resin, colours, placement and detail has been agreed with the contractor.

See below

Examples of Printed concrete driveways.



Examples of resin surfaces



Appendix 11

Summary of ancillary costs for Garden/Memorial Garden projects

Western Power - £1,178.59

Welsh Water - £2,498.80

Building control - £202.08

All costs inclusive of VAT where applicable.

Offer Letter

Mr Lee Smith,
Llanharan Community Council
2, Chapel Road
Llanharan
Mid Glamorgan
CF72 9QA

Duffryn Bach Terrace
Church Village
PONTYPRIDD
CF38 1BN

WPD Telephone No
01443 219018
11/05/2021

WPD Reference: 3965511
WPD Scheme No: 1538573/1

Dear Mr Lee Smith,

Request for Electricity Connection Works at: Plot Of Land, For Garage, Grove Terrace, Llanharan, Pontyclun, CF72 9PR

I am pleased to provide a quotation for works at the above address. Our charge for the connection work is shown below.

Connection Charge	Contestable works	£518.16
	Non-Contestable works	£464.00
	VAT at 20 %	£196.43
	Total	£1,178.59

Non-Contestable works are those works that only WPD can undertake. It is possible for you to get someone else to quote for the contestable part of the works. For further information please visit our website:
<https://westernpower.co.uk/Connections/Competition-in-Connections.aspx>

Your supply will have the following electrical characteristics

Voltage	230V
Phase	Single Phase
Agreed Capacity	15 kVA
Earthing	PME

Where WPD provides an earth terminal, the earth loop impedance will not exceed 0.73Ω (0.47Ω for PME). The Maximum prospective short circuit current is 16kA (25kA for multi phase). The supply frequency will be 50 Hertz.



Description of Western Power Distribution Works

NEW 1PH 80 AMP CONNECTION TO GARAGE

Preparatory Works by you

- ✓ Complete on-site trenching
- ✓ Provide access hole into property
- ✓ Install black ducting with draw-cord and overlay with caution marker tape
- ✓ Earthing is likely to be PME but will be confirmed when a site visit is made.
- ✓ WPD reserve the right to change the quotation if on-site works vary from the customers application.

WPD reserve the right to amend this Offer if on-site works vary from those proposed under this Offer and attached plan.

Enclosures

The following documents are enclosed with this Offer Letter and form part of the conditions of WPD's offer to you ("the Offer"):

- ✓ The breakdown of the Connection Charge
- ✓ The Specific Conditions for Connection Works
- ✓ The Letter of Acceptance

Where materials have been included within the Offer, you may collect the listed materials using the enclosed Material Request Form.

General Conditions for Connection Works

As well as the documents enclosed with this Offer Letter and listed above, the Offer also incorporates and is subject to version 1 December 2017 of our SSQ General Conditions for Connection Works. The General Conditions for Connection Works are a part of the contract that is formed between us once this Offer has been accepted, and you can view here westernpower.co.uk/downloads/2989. Alternatively, we can send you a copy on request. Please take the time to read them as they include important conditions setting out, for example, the circumstances in which you may cancel the Offer or WPD may terminate the Offer. We are happy to discuss any element of these conditions with you.

If within ten years, any electric line or electrical plant installed for your connection is used to provide a further connection, you may be entitled to a refund of a proportion of the Connection Charge. This is in accordance with the Electricity (Connection Charges) Regulations 2017 as amended.

Acceptance

If you wish to accept this Offer, you can either return the attached "Letter of Acceptance" or, if you already have log-on details, use our online connections portal. The Offer is open for acceptance for 90 days from the date of this Offer Letter, after which it will automatically expire. The date of acceptance will also be the date on which the legally binding contract is formed between WPD and you or the company you represent (referred to in this Offer as "the Customer"). Once the contract has been formed we will contact you

to arrange a date for the work to be carried out. When planning your work you need to allow 7 weeks' notice for our works.

Payment options

Payment can be made by cheque, over the telephone, via internet banking or through the online connections portal:

Cheque

Cheques should be made payable to 'Western Power Distribution' and posted to Western Power Distribution, AR Payments Team, PO Box 231, Elliott Road, Plymouth, PL4 0YU. Please quote WPD reference 3965511 and use the enclosed pre-paid envelope.

Telephone

We accept most major credit & debit cards (charges may apply). Please note, for security reasons, the person making the call must be the registered card holder. Please call 01752 502187 during office hours and quote WPD reference 3965511.

Internet Banking/Bank Transfer (BACS)

You can also make a payment from your bank account using the following details:

Account Name:	Western Power Distribution
Bank Account Number:	22410923
Sort Code:	40-14-13

Please quote WPD reference 3965511. If applicable please send remittances to Western Power Distribution, AR Payments Team, PO Box 231, Elliott Road, Plymouth, PL4 0YU or email: wpdremit@westernpower.co.uk

Online

If you have already received your log-on details you will be able to accept the Offer and pay online via our Connections Portal. If you don't have a log-on facility you can still request one. Please contact us on 01443 219018 if you would like this option. We accept most major credit and debit cards.

When we have received your payment we will issue you with a "supply number" MPAN. You will need to use this number to register your connection with an Electricity Supplier.

I will contact you within 2 working days to discuss the next steps and answer any queries you may have in relation to this Offer. In the meantime, you may contact me on the telephone number above or email me via sbutton@westernpower.co.uk and I will be happy to discuss your application in further detail.

If you are not satisfied with any part of this Offer please take the opportunity to discuss it first with me and I will try to resolve the matter with you. However, if we cannot reach agreement you can escalate the matter by following our complaints procedure. Further

advice relating to disputes is available within clause 26 of the General Conditions for Connection Works or you can visit our website: <https://westernpower.co.uk/Contact-us/Complaints.aspx>

Yours sincerely

Sheri Button

WESTERN POWER DISTRIBUTION ("WPD") SPECIFIC CONDITIONS FOR CONNECTION WORKS

These Specific Conditions must be considered in conjunction with the other documents that make up the Offer including the General Conditions for Connection Works and any additional Application Form.

SERVICE TERMINATION AND METERING

The exit point and metering will be at an agreed position, normally in an external meter cabinet. The exit point will be the outgoing terminals of WPD's fused cut-out or as otherwise defined. The meter tails and metering equipment will be the responsibility of the meter operator. The responsibility for the installation beyond the outgoing terminals of the meter is that of the Customer.

STORES

Where the Customer wishes WPD to supply the ducts and service tubing and the cost of these items have already been included in this Offer, collection may be made by prior arrangement with the WPD Construction Team at local offices.

Usual collection times:-

Monday to Thursday: 0900 - 1530 hrs. Friday: 0900 - 1430 hrs.

(To avoid disappointment, please check with local offices for individual collection times)

Draw cords are not provided by WPD.

SAFETY

Any work in the vicinity of WPD equipment must be carried out in a safe manner including, as a minimum, compliance with the relevant Health and Safety Executive Guidance Notes available from HMSO. In particular:

GS6 Avoidance of danger from overhead electric lines.

HS(G)47 Avoiding danger from underground cables.

STREET WORKS BY CUSTOMER/CONTRACTOR

A Customer intending to carry out trenchwork in the public highway must obtain a licence from the relevant Highway Authority and will be responsible for the issue of Street Works Notices. All work, including reinstatement, must comply with the New Road and Street Works Act 1991.

ELECTRICAL DISTURBANCE

WPD's proposals and charge are based on the Customer not installing any equipment likely to cause disturbance to WPD's distribution system or other customers.

METER TAILS

The meter tails presented for connection must be clearly marked to indicate polarity (and phase colour where appropriate). Individual earthing conductors and main equipotential bonding conductors must be marshalled at the Customer's main earthing terminal and only one main earthing conductor presented for connection to the WPD main earthing terminal. Where more than one set of tails is presented for connection due to tariff variations, each set must be clearly identified and only one set of tails presented for each tariff.

EARTHING

The Customer is responsible for providing and maintaining adequate arrangements for earthing the Customer's Installation and WPD shall not be responsible for any such arrangements except in so far as any applicable regulations may place certain responsibilities on WPD and subject thereto the Customer's use of an earth terminal provided by WPD shall be at the Customer's own risk. No earth terminal shall be provided by WPD for a temporary connection and the installer should provide an RCD.

PHASE BALANCE

Where the connection is provided in two or more phases the Customer's load shall, as far as is reasonably practical, be balanced.

EXCAVATION AND DUCTS

Unless specifically included in the cost calculation, all on-site excavation, provision of a stonedust bedding and blinding material, installation of WPD approved ducts and reinstatement will be carried out by the Customer at no cost to WPD. Draw cords should be incorporated and the ends marked for ease of location. Trench depths in pavement or private land shall be 530mm (min. cover over cable 450mm) and in roadway shall be 600mm (min. cover 520mm) and in agricultural land shall be min. cover 1000mm. Where cables are not protected in duct they must be blinded with 75mm of crushed stone dust and approved yellow "electric cable" marker tape laid above.

SERVICE TUBING

Without charge to WPD the Customer will, where agreed by prior arrangement, install suitable 38mm internal diameter WPD approved tubing from the service position to the footpath or verge etc. as shown on the plan. Where an internal meter position is agreed a 500mm slow bend entry should be installed at the meter position. A draw cord must be incorporated and the end marked for ease of location. There must be a minimum of 520mm cover in the roadways and 450mm cover in pavements and private land.

STANDARD METER CABINETS

Where agreed by prior arrangement and without charge to WPD, the Customer will install and maintain a flush or surface mounted single phase meter cabinet to WPD specification into the structure of each dwelling at the agreed position. The cabinet will only house the service termination, metering equipment and isolation switch (if fitted). The bottom edge of the cabinet must be between 500mm and 1000mm from ground level. The tails for connection to the meter must enter from the lower right hand side of each cabinet, and holes must not be made in the top or back for any purpose. The WPD service cable will enter the bottom of the cabinet through a surface mounted hockey stick therefore no gas, water or telecom termination equipment must be installed below it.

CUSTOMER'S INSTALLATION

The Customer must ensure that the electrical installation to which the Customer requires an electricity connection from WPD is installed in such a manner that it will comply with Regulations 8(4) and 25 of the Electricity, Safety, Quality and Continuity Regulations 2002 as amended ("Regs. 8(4) and 25") immediately prior to energisation. The Customer must grant WPD access to check compliance with Regs 8(4) and 25 when requested to do so.

ISOLATING SWITCH OPTION - where WPD is providing meter operator services:

1. The Customer must ensure that the electrical installation in each property to which an electricity supply is required from WPD is installed in such a manner that it will comply with Regulations 8(4) and 25 of the Electricity Safety, Quality and Continuity Regulations 2002 as amended ("Regs 8(4) and 25") immediately prior to energisation.
2. By accepting the terms of the Offer the Customer confirms that it fully understands the requirements of Regs. 8(4) and 25.
3. The Customer must ensure that the electrical installation in the property is carried out by a competent electrical installer (the "Installer") and that the Installer provides the Customer with an Electrical Installation Certificate prior to energisation and complies with the Connection Procedure for Electrical Contractors.
4. The Customer must ensure that the Installer is bound in the contract between the Customer and the Installer by similar conditions as these conditions 1 to 6.
5. The Customer must grant WPD access to check compliance with Regs. 8(4) and 25 when requested to do so.
6. The Customer must at WPD's request and at the Customer's cost provide documentation and any other information necessary to enable WPD to check that the Customer has complied these conditions 1 to 6.

ALTERATION OF METER POSITION

When a connection is made at the new meter position the existing service cable will be disconnected at the old position. It is the Customer's responsibility to have installed suitable private sub-mains as required, complete with tails ready for connection.

NEW CONNECTION WORKS

The connection including the provision of materials to the job specification, trenching and other construction work is "contestable". This work may be carried out by WPD, but may alternatively be carried out by an appropriately qualified and accredited contractor engaged by the Customer. In that case, following satisfactory final testing and connection, the ownership of the assets will be adopted by WPD who will be responsible for their ongoing operation, repair and maintenance. This adoption process will be governed by an adoption agreement entered into between WPD and the contractor, which includes a 2 year guarantee period and insurance provision. More detailed information is available on our website:

<https://westernpower.co.uk/Connections/Competition-in-Connections.aspx>

LETTER OF ACCEPTANCE

M Unit:	7131
Acc No:	8190
Product:	5721
Project:	

TO:

Accounts Receivable Section
PO Box 231 Elliott Road
Plymouth
Devon
PL4 0ZZ

FROM:

Mr Lee Smith,
2 Llanharan Community Council, Chapel Road
Llanharan
Llanharan
Mid Glamorgan
CF72 9QA

Request for Electricity Connection Works at: Plot Of Land, For Garage, Grove Terrace, Llanharan, Pontyclun, CF72 9PR

WPD Reference 3965511

WPD Scheme 1538573/1

I accept the terms and conditions set out in this Offer including the Specific Conditions for Connection Works and General Conditions for Connection Works.

Payment

I understand that payment for WPD's works of £1,178.59 (including VAT) is required following acceptance of this Offer in accordance with the General Conditions for Connection Works.

Reimbursement

I understand that any payment of this connection charge should be made by me, the customer, and that any payment made by another person on my behalf and quoting my reference number shall be deemed by WPD to have been made by me. I also understand and agree that, in the event that I cancel this Offer and any reimbursement is due pursuant to clause 19 of the General Conditions for Connection Works, WPD will make such reimbursement via the same means of payment used for the initial transactions (unless expressly agreed otherwise), and in doing so, WPD shall discharge in full any obligation to reimburse me as a result of that cancellation.

Duration of Offer

The Offer is open to acceptance for 90 days from the date of the Offer Letter after which it will automatically expire. The Offer is made on the condition that the works are completed within 90 days of the date of acceptance. Should the works be incomplete after 90 days, WPD reserve the right to terminate or vary this Offer.

Electricity Supplier

I understand that a new electricity connection cannot be used until an electricity supplier has been appointed and that the supplier will install metering unless I have appointed a meter operator directly.

Preparatory Works

I understand that all the preparatory works need to be completed before WPD can commence their works. For this supply the preparatory works which I need to complete are:

Complete on-site trenching

Provide access hole into property

Install black ducting with draw-cord and overlay with caution marker tape

Earthing is likely to be PME but will be confirmed when a site visit is made.

WPD reserve the right to change the quotation if on-site works vary from the customers application.

Acceptance

Print Name:

Signature:

Date:

If Signing for a company, state position and company name:

Please provide address for VAT receipt (if different):

Your Purchase Order number (if applicable):



Developer Services
PO Box 3146
Cardiff CF30 0EH

Tel: +44 (0)800 917 2652
Fax: +44 (0)2920 740472

Web site: www.dwrcymru.com

Gwasanaethau Datblygu
Blwch Post 3146
Caerdydd CF30 0EH

Ffôn: +44 (0)800 917 2652
Ffacs: +44 (0)2920 740472

Safle gwe: www.dwrcymru.com

Quotation

Quotation No: 51/6000188090
Quotation Date: 22.03.2021
Cust Ord No:
Customer Ref: 902305586
Job No: NCW2109642

Location:

Garage Memorial Garden
Grove Terrace
Llanharan
CF72 9PR

VAT No: GB771123159

Contact: Developer Services **Tel:** 0800 917 2652

Page: 1 of 1

Description	Qty	Unit	Unit Price	Total Value
Connect up to 2m in Footpath 25mm conn	1	EA	814.00	814.00
Additional metres Excavate in Minor Rd	5	EA	200.00	1,000.00
Infrastructure - water	1	EA	398.00	398.00
Admin Processing Charge - Credit No Vat	1	EA	76.00-	76.00-

This Quotation is valid from: 22.03.2021 to 20.09.2021

VAT %	Nett	VAT	TOTAL	VAT TOTAL	TOTAL DUE
Zero-rated	76.00-	0.00	76.00-		
20.000	1,814.00	362.80	2,176.80		
Out of scope	398.00	0.00	398.00		
				362.80	2,498.80

Payment must be received before work can commence

Payment can be made online at www.dwrcymru.com/developer-services or by telephone on 0800 9172652. Alternatively you can send your payment to the address below.

Dŵr Cymru Cyf, a limited company registered in Wales no. 2366777. Registered office: Pentwyn Road, Nelson, Treharris, Mid Glamorgan CF46 6LY.
Dŵr Cymru Cyf, cwmni cyfyngedig wedi'i gofrestru yng Nghymru rhif 2366777. Swyddfa gofrestredig: Heol Pentwyn, Nelson, Treharris, Morgannwg Ganol CF46 6LY.

DCINV 004

REMITTANCE ADVICE - Please detach and return this slip with your payment

Return Address:

Dwr Cymru Welsh Water
Developer Services
P.O. Box 3146
CARDIFF
CF30 0EH
GREAT BRITAIN

Quotation No:

Quotation Date:

Customer Ref:

Job No:

Total Due:

51/6000188090

22.03.2021

902305586

NCW2109642

2,498.80

Cheques to be made payable to: Dwr Cymru / Welsh Water

5160001880906 V4244083962 002498804 74 X

Llanharan Community Council
2 Chapel Road
Llanharan
CF72 9QA

My Ref/Fy Nghyf: FP/21/0206

Your Ref/EichCyf:

Date/Dyddiad: 10/05/2021

Please ask for/Gofynnwch am: Richard Thomas
Tel. No/Rhif Ffon: 01443 494843

Dear Sir/Madam,

**BUILDING ACT 1984, BUILDING REGULATIONS 2000 (as amended)
THE BUILDING (PRESCRIBED FEES) REGULATIONS 2000**

PROPOSAL: 8mx6mx3.2m storage garage with a sloping roof. Block & render construction.

LOCATION: THE MEMORIAL GARDENS, GROVE TERRACE, LLANHARAN, CF72 9PR

Thank you for your Full Plans Building Regulations application in respect of the above and for which you have already paid a plan vetting fee of £86.60.

Your plans will now be examined to ensure compliance with the current Building Regulations.

For your information, once APPROVAL has been given and work commences on site, a further fee of £202.08 for inspections carried out by the Authority's Building Control Officers will be due. **An invoice for these services will be sent direct to the applicant (as per application form),** after the first inspection has been carried out.

Yours faithfully



Simon Gale

Cyfarwyddwr Materion Ffyniant a Datblygu : Director of Prosperity and Development

Appendix 12

Consideration of payment terms negotiated with successful vendor for Garage / Memorial Garden projects

- Recommendation – That the Council accepts the payment terms negotiated by the Acting Clerk/Project Officer, as shown below.

Figures based on est total cost of £63,000 as material to be used for surfacing still under consideration. This figure to be refined once surfacing material chosen.

30% (est £18,900) Payable once ground clearance complete. ie All arisings dug and removed from site.

30% (est £18,900) on erection of garage (Secure and Watertight with doors fitted).

25% (est £15,750) on completion of surfacing works including drop kerbs and all edgings etc...

15% Balance (est £9,450) payable on satisfactory completion and sign off of works.

****Note:** Accepting that any works carried out in addition to that contained in the original specification will be subject to extra cost. Any upgrade in materials to be used may also be subject to extra costs.

Appendix 13

BT Proposal to remove public telephone box on William Street, Brynna.

We'd like to remove payphones in your area so please tell us your views. Our 90 day consultation ends on 19 July 2021

Dear Chief Planning Officer,

We're continually reviewing the demand for our payphones and we've identified 10 public payphones in your area that aren't being used enough. We're proposing to remove them under the 90 day consultation process. The list of payphones is attached.

To make sure that the local community are fully informed, we've placed consultation notices (including the posting date) on these payphones. I've attached a sample copy.

Want to keep a phone box?

With payphones being used less, communities are looking at new ways of using them. Thousands have been turned into cafes, mini libraries and defibrillator sites. For just £1, most red boxes can be adopted. Plus, modern glass boxes can be adopted if communities want to house a defibrillator. Visit bt.com/adopt for more information.

Why do we want to remove payphones?

Overall use of payphones has declined by over 90 per cent in the last decade and the need to provide payphones for use in emergency situations is diminishing all the time, with at least 98 per cent of the UK now having mobile call coverage. This is important because as long as there is mobile network coverage, it's possible to call the emergency services, even when there is no coverage from your own mobile network provider.

Ofcom's [affordability report](#) found, several years ago, that most people no longer view payphones as essential for consumers in most circumstances.

What we're asking you to do

We'd really appreciate your help and feedback on whether the payphones are still needed.

Ofcom's [statement](#) gives local authorities the responsibility of consulting with local communities on removal of the payphone service. Ofcom normally expect these consultations to involve other public organisations such as parish or community councils and work within the terms of the Communications Act 2003.

What to do next

Please complete and return the attached annex with your decision on each payphone by email to btp.authorisation.team@bt.com. Please retain proof that the email was sent or apply a read receipt.

- Just select **agree** if you're happy for us to remove it.
- If the local community wish to **adopt**, please provide their contact details and we'll do the rest.
- If you decide to **object**, please complete the last column with your reasons. It's important that you objectively justify your decisions based on why the payphone service is still needed. Annex 1 in [Ofcom's full guidance about removing phone boxes](#) states that BT's Universal Service Obligation applies to the telephone, not the phone box. The guidance also details the appeals process we must follow for unreasonable objections. It would, for example, be inappropriate for a local authority to object to removal of a public call box on "heritage grounds" or because it is a local landmark.

We'll assume you have no objection to the removal of a payphone if information on the form is incomplete, not returned, or an adoption does not proceed. Please be aware that once removed, kiosks cannot not be re-instated.

If you've got any questions, please email us at btp.authorisation.team@bt.com.

Yours faithfully

Rick Thompson