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Allied Westminster  
(Insurance Services) Ltd

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#### INSURANCE RENEWAL RECEIPT

Our Reference:	BS72529
Policy Number:	BS72529/432103

#### Wybunbury Village Hall Fund

C/o Mr Davie Owen  
Fairhaven  
101 McLaren Street  
Crewe  
CW1 3SP

02 January 2024

Re:	Wybunbury Village Hall
Insured:	Wybunbury Village Hall Fund
Product:	VILLAGEGUARD (VILLAGE HALL INSURANCE) EIO RENEWAL

Dear Mr Owen,

Thank you for renewing your insurance policy with Allied Westminster, and we hope to continue providing whatever insurance services you may require over the coming years.

We aim to deliver excellent service to our customers at all times, therefore it is important for us to know what we're doing well and where there is room for improvement. Please let us know if you are happy with the service we have provided and/or if there is any area you think we could improve. You can call, e-mail or write to us.

We confirm receipt of and thank you for your payment of £750.08, representing the full annual premium, direct to our bank account.

Please find enclosed your Certificate of Employers' Liability Insurance.

**We understand that the fixed electrical circuits at the hall were last checked on 26th February 2019, therefore your next 5-yearly full electrical inspection is due in February 2024.** We recommend booking inspection ahead in plenty of time to avoid delays, as many halls experience delays because electrical contractors have been very busy in last couple of years. Please contact our office once the inspection has been carried out and if your Electrical Installation Condition Report (EICR) suggests the next inspection should be carried out in a period other than 5 years please advise us. **Please email us a copy of your Electrical Installation Condition Report (EICR) once you have received it from the electrician.** Please contact us as soon as possible if you are having difficulty arranging the inspection or any remedial work. **If you do not comply with this requirement, underwriters reserve the right to amend or withdraw terms.**

**Please note that if the fixed electrical circuits have not been inspected by an approved electrical contractor in the last 5 years any fire or liability claim arising from faulty electrics may not be covered unless agreed by the insurer.**

An approved contractor must be a member of an appropriate UKAS nationally accredited third party inspection body for companies able to perform independent inspection and testing in accordance with the IET regulations for **commercial** properties.

We currently have Mrs Muna Clough, M. Pike and Councillor T Lightfoot noted as additional contacts on our systems. If any of these are no longer relevant contacts and / or if we should have a record of any additional people on our systems, please contact us with details.

In the unfortunate event of you having to make a claim, then our personnel will be pleased to provide assistance, simply telephone or write to us.

Please keep your documents in a safe location for future reference. Should you have any queries, or would like further information, please do not hesitate to contact us.

Yours sincerely,

Dara McQuillan

**Customer Records Administrator**



## Your Duties as Policyholder

Your VillageGuard policy is a commercial insurance policy, and therefore it differs to normal household insurance in some important ways. These include:

1. You must comply with all legal and health and safety rules, requirements, and regulations at all times. Your hall is a building available for public use, so these requirements reflect that.
2. You must regularly inspect the property to ensure it remains safe for public use and take all necessary risk mitigation actions.
3. You must have insurable interest for the property insured on your policy, explained in detail below.
4. The duty of fair presentation of risk, which means you must inform your insurer of any material change to the risk, and if you do not do so, they may refuse to pay your claims in part or in full, or they may void your policy. If you are unsure as to whether a change is material, please contact us.
5. You must ensure your sums insured remain accurate.

In order to ensure you are complying with your duty as policyholder, please ensure you follow the steps below. We have compiled this list to help to ensure you are aware of your insurer's expectations and requirements. Please keep in mind that this list is non-exhaustive, and the requirements for your hall may include additional factors.

### Insurable Interest

Insurers always check if insurable interest exists at the time of a claim (especially large claim). Insurable interest is required in order for any insurance policy to respond at the time of a claim and if you are unsure whether you have insurable interest in anything included on your policy, you must seek legal advice to clarify this.

- If you are insuring any property, your organisation must either be the legal owner of the property, or there must be a written agreement with owners in place which makes your organisation legally responsible for insuring it and interest of the owner needs to be noted on your policy. This is especially important in case of buildings insurance. Please note that when it comes to property insurance informal arrangements do not create insurable interest.
- If you are not the legal owner of the hall, please confirm who the legal owner are and if you are responsible for insuring the property under written agreement, and we will note their interest on your policy
- If you are tenants not responsible for insuring the property, there must be a written agreement in place which confirms that your organisation is not legally responsible for insuring it and you must have a written copy of this. You should hold details of the owners property insurance at all times. You might be responsible for insuring your fixtures and fittings only.
- If there is any doubt as to whether you have insurable interest, or if you have a complex legal arrangement, please seek legal advice.
- Please ensure that you have provided us with the correct legal name. Your legal name should match on all records, including your charity constitution, your charity register, your bank account, and other legal documents, and if there is interested party their name needs to be noted correctly.
- If there is a change of name (including formation of new CIO/SCIO), or any change in legal ownership, please inform us as soon as any change happens.

### Underinsurance

For insurance purposes, the buildings sum insured should represent the amount it would cost to fully rebuild the hall to the same specifications, and the contents sum insured should represent what it would cost to replace all of your contents on a like-for-like basis with new items. If an identical item is no longer available, the item with the most similar specifications is used. If at the time of a claim you are found to be underinsured, the insurer can reduce the claim payment in line with the percentage of underinsurance, which would leave Trustees personally liable to pay for the shortfall, which can potentially reach thousands or hundreds of thousands of pounds.

- You must insure all property for which you are responsible, including buildings and contents
- You should carry out a rebuild cost assessment and a contents inventory on a regular basis to ensure the sums insured are sufficient. You should regularly take measures to ensure your sums insured are accurate, particularly in times of high inflation, as the responsibility to ensure the sums insured are correct remains with



you. Your sums insured are index linked each year, however this does not guarantee that the sums insured remain correct and should not be relied upon

- There may be additional requirements set by the Charity Commission or if your property is listed, if you have any doubt please clarify this with the relevant organisation
- Your policy does not include any property belonging to third parties unless this is noted on the schedule
- Your policy does not include any material damage or liability cover for marquees or gazebos unless they are noted on the schedule

### Comply with Terms

If you do not comply with the terms of your insurance policy, the insurer can refuse to pay your claim in full or at all.

- You must comply with all legal and health and safety rules, requirements, and guidelines at all times. It is your duty to determine what these requirements are and how to comply with them, the Health and Safety Executive may provide assistance on this
- Your fixed electrical installation must be inspected once every five years (or more often, if your electrician requires it), and all necessary remedial work must be carried out within the timescales they prescribe. This is a legal requirement, BS7671. Please forward your electrical installation condition report to us once you have received it from the electrician
- Read your policy fully and ensure you understand all policy terms, conditions, and exclusions. You must comply with all policy conditions or your insurer may not pay your claim in full or at all. Do not hesitate to contact us if you have any queries about your policy
- If you receive a claim notification from a solicitor, you must pass this to your insurer immediately and only respond to any request to provide insurance details (this must be done as a priority), do not try to deal with the claim yourself. Never admit liability to any third party

### Risk Mitigation

You must ensure your premises is safe for use, which includes following the steps below and any other relevant risk mitigation actions:

- Ensure the property is maintained in a good state of repair. This includes all interior and exterior areas for which You are responsible, and additionally any areas which you arrange for the public to use. If you are not responsible for insuring the building, you are still responsible for ensuring that all requirements in this guide are complied with, as you are arranging for people to use the hall and must ensure it is safe for them to use.
- Take all reasonable measures to mitigate any potential loss at the hall
- Carry out thorough risk assessments covering every aspect of the hall, all of your activities, and all activities carried out by hirers, and keep a written record of these, updating them as necessary
- Have a hire agreement with all hirers, and keep a written record of these
- Have the property tested for asbestos. If asbestos is present, all hall users and contractors should be made aware of the asbestos. Every measure must be taken to ensure the asbestos is safely contained. If the asbestos is to be removed, you must use a company authorised to carry out this task
- Ensure you have sufficient lighting outside your property to prevent accidents

### Fair Presentation of Risk

You must inform your insurer of material changes to the risk, including but not limited to the points below:

- Any claim or potential claim, immediately
- Any accidents or incidents at the hall, whether or not it seems like a claim will be paid, as soon as possible
- Any building or demolition work, before the works begin
- Any unoccupancy which lasts longer than 30 consecutive days
- Significant events, or events which include excluded activities
- You do not need to inform us of anything which you have already told us, unless there is a change

If we can provide any further help or assistance, please don't hesitate to contact our office by email, phone, or letter.

## Our Consumer Duty Principles:

The Financial Conduct Authority (FCA) designed **Consumer Duty** to replace the previous **Treating Customers Fairly** (TCF) initiative as of 31<sup>st</sup> July 2023 with the intention of raising standards of consumer protection.

1. **Integrity Principle:** We will conduct our business with integrity.
2. **Skill, Care, and Diligence Principle:** We will conduct our business with due skill, care, and diligence.
3. **Management and Control Principle:** We will take reasonable care to organise and control our affairs responsibly and effectively, with adequate risk management systems.
4. **Financial Prudence Principle:** We will maintain adequate financial resources to ensure our ability to meet our liabilities and obligations.
5. **Market Conduct Principle:** We will observe proper standards of market conduct.
6. **Customers' Interests Principle:** We will pay due regard to the interests of our customers and treat them fairly.
7. **Communications Principle:** We will communicate information to customers in a way that is clear, fair, and not misleading. This includes ensuring that clients understand the products and services being offered, any associated risks, and the costs involved.
8. **Conflicts of Interest Principle:** We will manage conflicts of interest fairly, both with Allied Westminster and our customers and between different customers.
9. **Customers' Assets Principle:** We will arrange adequate protection for customers' premium payments when we are responsible for them.
10. **Relations with Regulators Principle:** We will deal with our regulators in an open and cooperative way and must disclose to FCA anything relating to Allied Westminster of which the FCA would reasonably expect notice.
11. **Consumer Principle:** We will act in the best interests of retail clients and provide products and services that meet their needs.
12. **Good Outcomes Principle:** We will act to deliver good outcomes for customers by providing customers with products and services that meet their needs and offer fair value. Customers should receive communications they can understand. They should also get the customer support they need when they need it.

## Your Feedback:

Your feedback is important to us. We want to know whether your experience of us lives up to your expectations.

If you have any feedback, good or bad, let us know because your views are vital to helping us improve our services to you in the future.