



# Allied Westminster

(Insurance Services) Ltd

Allied House  
Holgate Lane  
Boston Spa  
WETHERBY  
LS23 6BN

## RENEWAL NOTICE

Our Reference:	<b>BS72529</b>
Policy Number:	BS72529/432103
Renewal Date:	<b>16/01/2024</b>

### Wybunbury Village Hall Fund

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

15 December 2023

Re:	Wybunbury Village Hall	Annual Premium Payment	
Insured:	Wybunbury Village Hall Fund	Renewal Premium:	£750.08
Product:	VILLAGEGUARD (VILLAGE HALL INSURANCE) EIO RENEWAL	Last Year's Premium:	£672.22

Dear Mr Owen,

We have pleasure in enclosing herewith your insurance policy renewal documentation. Please check carefully and read fully the enclosed information to ensure that all details are correct and you have adequate cover. Should a claim, or an incident resulting in a future claim happen before renewal date, the renewal terms may be altered or withdrawn. Once you have carefully read and checked the information please call us immediately if anything is untrue, incomplete or out of date. Please ensure all the information you provide is accurate and up to date, as any inaccurate information could impact upon the success of future claims.

The VillageGuard Policy has evolved over 20 years meeting the changing needs and demands of village halls through constant input from our Village Halls support team, and especially from the great feedback and suggestions from thousands of Trustees across the country who put faith in us and VillageGuard. As part of this journey we have now chosen to work with Ecclesiastical, and in so doing we have created significant policy improvements.

**This insurance policy includes insurance cover for the building; therefore, we understand that your organisation are tenants and are made responsible under a lease agreement or Deed of Trust to insure the building. Please check that you have provided us with correct information. If this is not correct, please contact us as your buildings cover may not be valid.**

We have index linked your buildings sum insured by 3% and the contents sum insured by 0% this year.

You would be able to reduce your premium if you chose to increase the policy excess to £250.

**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.

Please contact us immediately if the hall will not be used at least once per month as we will need to inform your insurer and your policy terms may be affected.

Please find enclosed:

1. Your Renewal Schedule
2. Statement of Fact
3. Renewal Advice Note
4. Your Duties as Policy Holder
5. Policy Differences
6. Our Terms of Business Document
7. A Summary of Cover
8. Policy Wording

We note that the 5 year long term agreement you accepted has now expired. The renewal premium provided assumes your acceptance of a further 5 year long term agreement. We do also have a 3 year long term agreement which if accepted would reduce your premium to £765.77. If you preferred a one year agreement, the premium would be: £805.03.

If you decide to enter another long term agreement, you will receive a discount each year for agreeing to stay with us for a 3 or 5 year term. If you break the long term agreement, we are at least entitled to recover from you the total amount of the discount allowed for the period of the agreement, up to the date it is broken. Please note that the long term agreement does not guarantee the premium will remain the same for the length of the term. For example, your premium will change if your sums insured change (including index linking at each renewal) and your premium will increase if you make a claim. Insurer can also change rates, affecting your premium.

**Your renewal premium includes cover for Trustee Indemnity at £100,000 based on the assumption that your gross annual income is below £25,000 and your accounts have been checked by an independent examiner. If your gross annual income is over £25,000, please contact our office immediately and confirm what your gross annual income for the last financial year was. If your gross annual income is over £50,000 and we don't have the correct information your Trustees Indemnity cover may no longer be valid.**

**Whilst your income for the financial year ending 30/09/2022, submitted to the Charity Commission Website, was £18,677, your loss of revenue cover is only £12,000 for a 12 month indemnity period. You may wish to consider whether the limit of indemnity and 12 month indemnity period are adequate and correct; we can increase your limit of indemnity to 24 or 36 months.** We recognise that your income levels are likely to be different to normal in the coming years, however, please note that your cover should fairly represent the income you would miss out on if the hall were damaged due to an insured peril and had to be closed whilst repairs were carried out, otherwise your Insurer may not pay your claim in full due to underinsurance. If you require this cover to be increased please contact us and we will amend your policy.

If you have been insured with us and had no claims in the last 3 years, we apply a no claims discount. Should you make a claim you will lose your no claims discount for 3 years.

**In respect of the use of a key safe box your insurer expects that you:**

- **Follow manufacturer's instructions in terms of securing it to the property**
- **Consider access to the code (recommend not sharing the code with more than 20 people at one time)**
- **Consider the frequency the code is changed (recommend monthly changes to code or/and change after one off use, where possible)**
- **Consider where the key safe box is located, i.e. in discreet place, if possible.**

Please ensure that the buildings sums insured represent the full rebuild costs of your property, including all outbuildings and the contents sums insured represent the full replacement costs of all your contents. In order to prevent underinsurance, we recommend that you check the sums insured regularly and arrange a rebuild valuation survey at least once every 3-5 years. If the sums insured are no longer adequate, please contact us and ask for the sums insured to be corrected. Please note that your policy includes a condition of average, which the insurer can apply when you are more than 15% underinsured. As an example, if at the time of a claim the insurer establishes the sums insured were 30% lower than they should be and a claim arises with repair costs of £100,000, the maximum the insurer would pay out for that claim would be £70,000 leaving the hall committee with the shortfall of £30,000 to find. If your sums insured were 50% lower than they should be the insurer would only pay £50,000 instead of the £100,000 claim. Please note that index linking alone cannot guarantee that the sums insured remain accurate after the rebuild cost valuation. **You should continue to regularly ensure your sums insured are sufficient, particularly in times of high inflation or if you were to carry out building works. The rebuild cost valuation is intended to help assess your buildings sum insured, however the responsibility to ensure the sums insured are correct remains with you.**

We are pleased to offer a desktop RICS rebuild valuation for you at a discounted cost of £75, full details of which are enclosed. Should you wish to use this service please complete and return the survey form to us, upon receiving this we will issue an invoice for payment.

Once the surveyors have returned your valuation report to us we will email this to you; please note that you may need to increase your cover, which will result in a premium increase. Equally, any decrease in cover will result in a lower premium

and refund if applicable. At each subsequent renewal, sums insured will be subject to index linking as with all VillageGuard policies. **The report is issued subject to you following the surveyor's advice and making any required adjustment to your buildings cover.**

We wish to remind you that an annual independent inspection is required for boilers to meet health and safety regulations.

Please let us know if you are no longer exempt from having an Employers Reference Number.

For premises built pre-2000, we appreciate that asbestos could have been used in the construction process and would advise for you to read the Health & Safety Executive's guidelines for managing asbestos in buildings.

We wish to remind you that you need to comply with the Fire Safety rules, including having all electrical circuits at The Premises tested at least once every five years by a qualified electrician and any defects found rectified immediately. The renewal is subject to you fully complying with current Health and Safety Regulations.

**Please ensure you fully read the Important Notes and Further Information details that are enclosed.**

**In order to renew your policy, please send premium payment as per the enclosed Renewal Advice Note.**

**If you wish to pay monthly by Direct Debit please call us and we will send you details of our Credit Agreement.**

It is a condition of renewing your policy that you agree to the information on your application form and any incidents you tell us about being passed to Insurance Database Services Ltd (IDS Ltd). It is also a condition of renewing your policy that you agree that IDS Ltd may pass us information it has received from other insurers about other incidents involving anyone insured under the policy. (PLEASE ALSO READ THE ENCLOSED IMPORTANT NOTES AND FURTHER INFORMATION THAT WE ARE OBLIGED TO BRING TO YOUR ATTENTION FOR YOUR ADVICE AND PROTECTION).

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.

Finally, once again, thank you for placing your insurance through Allied Westminster, and we hope to provide you with whatever insurance services you may require over the coming years.

Yours sincerely,



Patricia Butelova

**Administration Assistant**

## **Important Notes and Further Information:**

As a preferred customer of Allied Westminster (Insurance Services) Ltd, we want to ensure that you enjoy the best possible service at all times, not least should you need to make a claim.

Please check this information carefully and call us immediately if anything is untrue, incomplete or out of date. Please ensure all the information you provide is accurate and up to date, as any inaccurate information could impact upon the success of future claims.

Please ensure that you have provided us with the correct legal name for your organisation. Your organisation's legal name should match on all your records and legal documents, including: your charity constitution, your charity register, your Trust Deed, lease agreement, hire agreement, your bank account, and any other legal documents.

Please ensure that you have informed us of all relevant insurable interest. If you are a tenant who is responsible for insuring the building, please verify that you have provided us with accurate details of the owners of the property, as the owner must be noted as an interested party on your policy.

Additionally, It is very important that you inform us of any changes in circumstances since the last renewal or inception of your policy. Such Factors include: -

1. Any work being carried out at the property
2. The property being left unfurnished or unoccupied for more than 30 days.
3. Any incidents recorded in your accident book.
4. Any trustee or committee member having a conviction, pending prosecution or police caution for any offence other than driving offences.
5. Evidence of cracking which may be due to subsidence, heave or landslip.
6. The property no longer being in a good state of repair.
7. Any events you organise that will involve: bouncy castles; bonfire or fireworks displays; contact sports (including martial arts); events with over 1,000 attendees; and activities where you are responsible for children and/or vulnerable adults without a parent/guardian's attendance.

**Should you have any incidents, which may give rise to a claim, or change of circumstances arise before renewal date, the renewal terms or premium may be revised or withdrawn. Failure to inform us of any changed circumstances could affect the validity of your insurance cover. If you have any doubts as to what facts should be notified, please contact Allied Westminster; we will be happy to offer advice.**

The information supplied to us by you may be held on computer and passed to other insurers for underwriting and claims purposes.

**Fraud Prevention and Detection** - In order to prevent and detect fraud we may at any time: - Share information about you with other organisations and public bodies including the police: Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this. We and other organisations may also search these agencies and databases to: - Help make decisions about the provision and administration of insurance, credit and regulated services for you and members of your household; Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your account or insurance policies; Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity; Undertake credit searches and additional fraud searches. We can supply on request further details of the databases we access or contribute to.

**Claims History** - Under the conditions of your policy you must tell us about any insurance related incidents (such as fire, water damage, theft or any accident) whether or not they give rise to a claim. When you tell us about an incident we will pass information relating to it to a database. We may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

It is a condition of renewing your policy that you agree to the information held on the computer and that any incidents you tell us about being passed to the relevant organisation to be included on their database. It is also a condition of renewing your policy that you agree that these organisations may pass to us information that they have received from other incidents involving anyone insured under the policy. You can ask for more information about this.

**You should show this notice to anyone who has an interest in the property insured under the policy.**

**You should keep a record, including any copies of letters, of all the information you supply in connection with the renewal of your policy.**

**Data Protection & Privacy** - For the purposes of the Data Protection Act 1998, and The General Data Protection Regulation (GDPR) effective from 25 May 2018 onward, the Data Controller in relation to any personal data you supply is Allied Westminster (Insurance Services) Ltd. We've updated our privacy notices to reflect the new and strengthened rights in relation to your personal data, and the legal grounds for using it under GDPR. The notices are effective from 25

May 2018 onwards.

**Sensitive Data** - In order to assess the terms of the insurance contract or administer claims that arise, the insurer may need to collect data that the Data Protection Act and/or GDPR defines as sensitive. By proceeding with this renewal, you will signify your consent to such information being processed by the insurer or its agents. If you give Us consent to using sensitive personal information (e.g. non-spent criminal convictions), you are free to withdraw this at any time by contacting Us. Please note that if consent to use information is withdrawn We may not be able to continue to provide the insurance policy or process claims and We may need to cancel the policy.

## THIS SCHEDULE FORMS PART OF YOUR VILLAGE HALL INSURANCE POLICY

This schedule gives details of your premium, and identifies the sections of the policy document that you have chosen for your policy. Please also read your Summary of Cover document and refer to your Policy document for full details of your insurance cover.

If the information in The Schedule is incorrect or incomplete or if the insurance does not meet Your requirements, please tell Us as soon as possible. You are reminded of the need to tell Us immediately of any facts or changes which We would take into account in Our assessment or acceptance of this insurance as failure to disclose all relevant facts may invalidate Your policy, or may result in the policy not operating fully.

Policy Reference: BS 72529

Insurer:



Master Policy Number: 432103 Date of Issue 15/12/2023

Insured Name: Wybunbury Village Hall Fund

Hall Name Wybunbury Village Hall

Effective Date: 16/01/2024 Expiry Date: 15/01/2025

Business Description:

Risk Address: Wybunbury Village Hall  
Main Road  
Wybunbury  
NANTWICH  
Cheshire  
CW5 7LY

Village Hall

### Premium Details:

Premium Net: £651.86

Insurance Premium Tax: £78.22

Administration Fee: £20.00

**Total Payable:**

**£750.08**

### Property Damage Cover (Section 1): (\*Indicates Cover supplied as standard with this policy)

Cover	Day One Declared	Sum Insured	
Buildings	£584,004	£642,404	Excess: £100
Buildings All Risks		Yes	Excess: £100
Subsidence		Yes	Excess: £1000
Underground Services		Yes	Excess: £100
*Greens and Playing Surfaces	£2000	£2200	Excess: £250
Playground Equipment (Including Liability)	Not Insured	Not Insured	
Contents (including Stock)	£14,720	£16,192	Excess: £100
(Furniture, Fixtures and Fittings and All Other Contents, including Computer and Electronic Equipment and up to £5,000 for Property at fundraising and catering events, if applicable)			
Contents All Risks		Yes	Excess: £100
*Defibrillator Cover (In addition to Contents Sum Insured)		£5,000	No Excess
Marquee (1)	Not Insured	Not Insured	
Marquee (2)	Not Insured	Not Insured	

Specified items: (Cover is in Addition to your Contents Sum Insured and the Contents Section Excess Applies)

Day One Value

Sum Insured

NONE

£0

£0

Items Specified that do NOT belong to the Village Hall (Cover is in Addition to your Contents Sum Insured and the Contents Section Excess Applies)

Day One Value

Sum Insured

NONE

£0

£0

All Risks Items: items covered away from the Village Hall (Cover is in Addition to your Contents Sum Insured and the Contents Section Excess Applies)

Day One Value

Sum Insured

£0

£0

## General Cover

## Sum Insured

Loss of Revenue (Section 2):

£12000

...Indemnity Period (Months)

12

Rent Receivable (Section 2):

Not Insured

...Indemnity Period (Months)

N/A

Money and Assault (Section 4, Cover A):

£0.00

Money and Assault (Section 4, Cover B):

Personal Accident (Section 5):

Insured: Any Trustee, Director, Partner, Committee Member or Employee under a contract of employment, aged 85 or under 12 Units. Per Unit of Cover: Death £2,500, loss of limb(s)/eye(s)/hearing £2,500, permanent total disablement £2,500, temporary total disablement £100/week, temporary partial disablement £40 per week.

Loss of Registration/Licence (Section 6, Cover 3):

Not Insured

...Indemnity Period (Months)

N/A

Public and Products Liability (Section 7):

£10,000,000

Employers Liability (Section 7):

£10,000,000

FULL TIME PAID employees if 3 or more:

0

Reputational Risks (Section 8, Cover 1):

£100,000

Hirers Liability (Section 9):

£2,000,000

Trustees' and Management Indemnity  
(Section 10, Cover 2):

£100,000

Excess: £250

Annual Income: Below £25,000

Final Day of Accounts: 30 Sep

Period of Accounts: 12 Months

The trust deed, constitution or, charity charter allows you to have Trustees Indemnity Insurance

Your accounts have been examined by a suitably qualified independent person

You are not aware of circumstances or incidents where there is a reason for future claims

Legal Expenses (Section 11):

Not Insured

Fidelity (Section 12):

Not Insured

Terrorism Cover (Section 13):

No



**Discounts Applicable:****No claims Discount:** Yes**Loyalty Discount:** Yes**Long term contract:** 5 Year Long Term Agreement Selected - 7% Discount has been applied to your Net Premium (excluding Legal Expenses)**Voluntary Excess:** **Buildings:** No **Contents:** No**CCTV Discount:** No**Auto Stop Cock Discount:** No

A discount has been provided as you have confirmed that all electrical circuits at The Premises are tested at least every five years by a qualified electrician and any defects found rectified immediately. If, in relation to any claim in respect of Damage to the Property insured caused by or resulting from fire and/or explosion, You have failed to comply with this, You may lose Your right to indemnity, or payment for that Claim.

**Endorsements: (See Endorsements Appendix for Details)**

AW052 Long Term Undertaking

C1283 Interested Parties - Buildings

AW002 Annual Bonfires and Firework Displays

AW005 Annual Use of Inflatable Devices and Bouncy Castles

Examined and Authenticated by Allied Westminster. This insurance is effective only if this Schedule is signed by an Authorised Signatory for Allied Westminster on behalf of Ecclesiastical Insurance Office plc (EIO).

Signature:

*Paula Patricia*

Date:

15/12/2023

Underwritten by, Ecclesiastical Insurance Office plc (EIO) Reg. No. 24869. Registered in England at Benefact House, 2000 Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW  
 Authorised and Regulated by the Financial Conduct Authority.

Allied Westminster (Insurance Services) Ltd is authorised and regulated by the Financial Conduct Authority (FCA) registration number 308386.



# ENDORSEMENT APPENDIX

Endorsements:

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**AW052**      Long Term Undertaking

Period of agreement 16/01/2024 to 15/01/2029

The following Long term agreement applies and is confirmed on YOUR schedule which will show the discount in premium WE have allowed for the duration of the agreement

The policy remains an annual contract but YOU agree to offer to renew the policy at each renewal until the expiry date

WE may choose not to accept YOUR offer to renew and YOU are released from the agreement without penalty if WE do this or if WE cancel the policy or change the terms conditions or price

Premium adjustments to take account of such things as inflation adjustments changes to sums insured or new property YOU acquire do not constitute a change in price

Similarly YOU will not incur penalties should YOU reduce the sums insured to match changes that occur or if YOU have to cancel the policy because you no longer own the PREMISES

Otherwise if YOU break the agreement once it is in force YOU will be liable to pay US the discount in premium WE have allowed in exchange for the agreement

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**C1283**      Interested Parties - Buildings

It is noted that Wybunbury Parish Council has an interest in the insurance provided by this policy in respect of the following

Premises: Wybunbury Village Hall

Nature of interest: Owner

OUR total liability to all of the parties collectively shall not exceed the total sums insured or limits of indemnity stated in the policy

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## **AW002** Annual Bonfires and Firework Displays

The following applies to Public and Products Liability

WE will indemnify YOU against YOUR legal liability arising out of or in connection with the annual event with up to **500** attendees including the bonfire and/or firework display

WE will not indemnify YOU in respect of the first £500 of any claim under this section for accidental DAMAGE to third party PROPERTY arising from any bonfires or firework displays organised by YOU

The maximum WE will pay in respect of any one EVENT or all EVENTS arising from the same originating cause is £5,000,000

### **Bonfires and Firework Displays Conditions**

The following conditions are added to Public and Products Liability

It is a **CONDITION PRECEDENT TO LIABILITY** in respect of claims arising from bonfires and firework displays organised by YOU that

- (a) YOU consult the relevant authorities at least seven days before the event
- (b) YOU comply with any recommendations or instructions of the relevant authorities and fireworks manufacturers
- (c) YOU organise the event in accordance with the latest guidance from the Health and Safety Executive
- (d) fireworks must be obtained from an entity complying with the firework regulations concerning the manufacture and supply of fireworks and not be modified in any way
- (e) the bonfire and firework display must be at least 75 metres away from
  - (i) PREMISES or vehicles YOU do not own hire or rent and
  - (ii) any flammable or other dangerous materials
- (f) the firework display must be at least 50 metres away from PROPERTY belonging to YOU

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## **AW005** Annual Use of Inflatable Devices and Bouncy Castles

The following applies to Public and Products Liability

WE will indemnify YOU against YOUR legal liability arising out of or in connection with the annual event including the use of bouncy castles or other inflatable devices

The maximum WE will pay in respect of any one EVENT or all EVENTS arising from the same originating cause is £5,000,000

### **Inflatable Devices and Bouncy Castles Condition**

The following conditions are added to Public and Products Liability

It is a **CONDITION PRECEDENT TO LIABILITY** in respect of claims arising from the use of inflatable devices and bouncy castles that

- (a) at least one committee member attends and supervises the use of the device(s) at all times
  - (b) the committee member(s) have sufficient training and knowledge of the rules and the following regarding the safe use and operation of the device(s)
    - (i) children using the device(s) at any one time should be of a similar age and size
    - (ii) only persons of the age which the device is designed for should be allowed to use it
    - (iii) users of the device(s) should remove any potentially dangerous objects such as jewellery buckles shoes or glasses
  - (c) the maximum number of persons allowed in or on such devices at any one time does exceed the number outlined in the manufacturers guidelines or recommendations
  - (d) all outdoor devices have adequate anchorage points which must be used at all times
  - (e) the device(s) must not be used in high wind or wet weather
  - (f) soft gym mats must be positioned to cover any hard surface at the open front of the device(s)
  - (g) the device is checked regularly whilst in use and any soiling is removed immediately
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Produced on: 15/12/2023

# Statement of Fact

You have a duty to present to us a fair presentation of the risk, which you know or ought to know. This Statement of Fact is a record of information provided by you, and any assumptions made about you and/or your Organisation (see below for details).

We assume that you have conducted reasonable searches for all relevant information held within your Organisation (including that held by your Trustees/Officers and anyone who is responsible for your insurance). Information regarding the cover and sums insured that you have requested are included in the Policy Schedule and this Statement of Fact.

The information you have provided has been relied upon to calculate a premium and apply terms and conditions upon which insurance cover is offered.

**WARNING – YOU MUST CHECK ALL THE INFORMATION IN THE SCHEDULE AND THIS STATEMENT OF FACT AND TELL US IMMEDIATELY IF ANY DETAILS ARE INCORRECT, INCOMPLETE OR HAVE BEEN OMITTED. FAILURE TO DO SO MAY MEAN THAT YOUR INSURANCE POLICY IS NOT VALID OR THAT ALL OR PART OF YOUR CLAIM(S) WILL NOT BE PAID.**

If any changes in circumstances arise during the period of insurance, please provide us with full details. If you require a further copy of this Statement of Fact, please contact us.

Policy Number:	BS72529/432103
Effective Date:	16/01/2024
Insured:	Wybunbury Village Hall Fund
Hall:	Wybunbury Village Hall

## Information Supplied about the Village Hall:

## Outbuildings:

Age Band of Property:	1850-1920	N/A
Construction Type:	Brick/Stone Walls and Slate/Tile/Metal Roof (Standard)	N/A
Additional Details:	We understand there is a key safe installed on the outside of the hall.	
Flat Roof Percentage:	No flat roof, or up to 20%	N/A
Listed Building:	Not Listed	

## Details of Previous Claims and Losses:

None

Do you fully comply with current Health and Safety regulations, and will continue to do so?	YES
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Are all electrical circuits at The Premises tested at least every five years by an approved contractor and any defects found rectified immediately?	YES
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Date of last electrical Inspection	26/02/2019
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Date next electrical Inspection due	26/02/2024
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Is the Organisation a Registered Charity?	YES
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Have you (in respect of cover to be provided) been refused insurance or had special terms imposed on any previous policies?	NO
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Does the current insurance policy have any special terms imposed or have any been imposed in the past?	NO
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Have you or any Trustees or Officers of the Hall ever been convicted of or charged (but not tried yet) with any offence other than driving offences (Convictions regarded as spent by virtue of the Rehabilitation of Offenders Act 1974 do not need to be disclosed)?	NO
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# Statement of Fact

Is the Hall (including any outbuildings) currently undergoing renovation or construction work, or will be in the next 3 years?	NO
Has the Hall ever suffered from flooding or is it in an area with a history of flooding?	NO
Has the Hall ever suffered damage as a result of Arson?	NO
Has the Hall (including any outbuildings) or any adjacent property ever suffered from, or does it show any visible signs of damage from subsidence, landslip or ground heave?	NO
Is the Hall (including any outbuildings) in a good state of repair, and will it be so maintained?	YES
Do you own the hall?	NO

*Wybunbury Parish Council own Wybunbury Village Hall. There is a written agreement between Parish Council and Village Hall Fund making the Village Hall Fund responsible for insuring the building.*

We expect that the committee/trustees may organise certain activities such as coffee mornings, quiz nights, talks/speaker events, social evenings, and meetings. If the committee/trustees organise anything which is not mentioned below, and in particular anything involving high numbers of participants (over 1,000) or involving high risk activities such as: inflatable devices (bouncy castles), bonfires/fireworks, contact sports, or activities involving children and/or vulnerable adults who will not be supervised by a parent/carer, please contact our office as additional terms may be required in relation to such activities. Please note we do not need to note the activities of hirers, but we must be informed if a hirer wishes to carry out a high-risk activity.

Organised activities, events, and functions in and away from The Hall:

None - all income is from hiring out the hall.

Is any part of the property including outbuildings let to a third party on a long term basis?	NO
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*No part of the hall is let to a third party on a long term basis*

Are you responsible for any playing fields, playgrounds or sports grounds?	NO
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*Village Hall Committee/Trustees are not responsible for any playing fields*

Do you own a ride on Lawnmower?	NO
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Is the Lawnmower driven on public roads?	N/A
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Method of Heating that is used at the Hall?	Gas fired central heating
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Do you have an external Key Safe installed?	YES
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*Installed 2023, no incidents of damage or loss. However, only put it in place for emergency use and not ever used.  
Nominated key holders, with secure keys shared out that can't be cut.*

Does the Hall have a lift, industrial boiler or wind turbine?	NO
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Have you achieved a Hallmark/Keystone Level?	NO
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**An Employer Reference Number (ERN) is given to every business that registers with HM Revenue and Customs as an employer.**

Do you have an ERN?	NO
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Employer Reference Number (ERN) ?	
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Reason for ERN Exemption?	NO PAID EMPLOYEES OR PAYMENTS UNDER THRESHOLD
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Date last rebuild cost assessment was carried out	
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Underwritten by, Ecclesiastical Insurance Office plc (EIO) Reg. No. 24869. Registered in England at Benefact House, 2000 Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW  
Authorised and Regulated by the Financial Conduct Authority.

Allied Westminster (Insurance Services) Ltd is authorised and regulated by the Financial Conduct Authority (FCA) registration number 308386.

**Advice Note:   Renewal****Policyholder:**       Wybunbury Village Hall  
Fund**Policy Number:**   BS72529/432103**Client Reference:**   BS72529**Request Date:** 16 January 2024**Premium:**           £651.86**IPT:**               £78.22**Administration Fee:**   £20.00**Total Amount Due:**    **£750.08**

All cheques must be made payable to Allied Westminster (Insurance Services) Limited and forwarded to us within seven days of the request date to ensure that your cover is continued.

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**Remittance Slip:   Renewal****Policyholder:**       Wybunbury Village Hall  
Fund**Policy Number:**   BS72529/432103**Client Code:**       BS72529**Request Date:**       16 January 2024**Premium:**           £651.86**IPT:**               £78.22**Administration Fee:**   £20.00**Total Amount Due:**    **£750.08**

All cheques must be made payable to Allied Westminster (Insurance Services) Limited.

**PLEASE FORWARD ALL PAYMENTS TO: -**  
**Allied Westminster**  
**Allied House**  
**Holgate Lane**  
**Boston Spa**  
**WETHERBY**  
**West Yorkshire**  
**LS23 6BN**

**PLEASE ARRANGE BANK TRANSFERS TO**  
**THE FOLLOWING ACCOUNT: -**  
**NatWest Bank**  
**Allied Westminster (Insurance Services)**  
**Ltd Insurers' Trust Account**  
**Sort Code: 558111**  
**Account Number: 85176451**  
**Please quote reference: BS72529**

**PAYMENTS CAN ALSO BE MADE BY DEBIT OR CREDIT CARD OVER THE PHONE: 01937 845245**

**PLEASE ONLY RETURN THIS FORM IF PAYING BY CHEQUE**



## 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.







## How has your policy changed?

The VillageGuard Policy has evolved over 20 years meeting the changing needs and demands of village halls through constant input from our Village Halls support team, and especially from the great feedback and suggestions from thousands of Trustees across the country who put faith in us and VillageGuard. As part of this journey we have now chosen to work with Ecclesiastical as the lead insurer, and in so doing we have created significant policy improvements.

At a glance:	Cover/Item	VillageGuard 	VillageGuard 
Property Damage	Emergency Glass Replacement Service	Not Included	Included ✓
	Bequeathed Property	Buildings £100,000 Contents £50,000 Single Article Limit £10,000	Buildings £250,000 ✓ Contents £50,000 Single Article Limit £10,000
	Falling Trees	£2,500	No limit ✓
	Fire and Security Equipment reset	£25,000	Reasonable costs
	Fundraising Events	£5,000	Seasonal stock increase includes exhibition or festival. Additional £10,000 ✓
	Raffle prizes & donated	£1,500 any one claim	£5,000 any one claim ✓
		£500 any one item	£2,500 any one item ✓
	Temporary Removal	10% or £250,000	No limit ✓
	Trace and access	£25,000	£50,000 ✓
	Archaeological Discoveries	Not Included	£250,000 limit ✓
	Sale of the Building	Not Included	Included ✓
	Energy Performance & Sustainable buildings	Not Included	Green Clause ✓
	Grounds persons Equipment	Not Included	Included ✓
	Contract Works	Not Included	£50,000 ✓
	Day One Uplift & Waiver of Average	Not Included	10% uplift as standard with option to increase uplift up to 35% ✓
		The policy currently has the average waived and a 25% day one uplift applied following an approved rebuild cost assessment survey of the premises free of charge. We will now increase the uplift from 10% to 25% following an approved survey free of charge.	
		There are now 4 requirements instead of 3 on the Waiver of Average condition, which also must be adhered to in order to receive the free increase to the day one uplift. The new requirement is "any alterations additions renovations conversions or repairs to buildings carried out after the valuation are notified to US as soon as is reasonably possible and the sums insured are adjusted by YOU accordingly" This is applicable only if the condition is noted on your policy schedule.	

Continued...	Cover/Item	VillageGuard 	VillageGuard 
Property Damage	Minimum Security Condition	The condition has been updated, this is applicable only if the condition is noted on your policy schedule, where the new wording can be found.	
	Solar Panels	There is now a policy limit of £20,000 on solar panels so we must be informed if solar panels are installed and the replacement costs exceeds £20,000. The panels must also be 50KW or less and we must be informed if that is not the case.	



Money and Assault (Only applicable if noted on your policy schedule)	Transit condition	(a) over £2,500 up to £5,000 by at least 2 persons	£3,000 to £5,000 2 persons ✓
		(b) over £5,000 up to £8,000 by at least 3 persons	Over £5,000 but less than £10,000 3 persons ✓
		(c) over £8,000 up to £12,000 by at least 4 persons	£10,000 or over a professional security firm ✓
	Identity Theft	Not Included	£1,000 limit ✓

Business Interruption (Only applicable if noted on your policy schedule)	Suppliers extension	Not Included	Unspecified - £50,000 ✓ Specified - £100,000 ✓
	Customers extension	Not Included	Unspecified - £15,000 Specified - £50,000 ✓
	Reinstatement of data	Not Included	£25,000 ✓
	Computers - including increased cost of working	Not Included	£25,000 ✓
	Exhibitions	Not Included	£25,000 ✓
	Prevention of Access: damage	Not Included	Included ✓
	Prevention of Access: non-damage	Not Included	Included ✓

Personal Accident (Only applicable if noted on your policy schedule)	Medical Expenses	30%, max £10,000	£2,500 with £250 daily limit
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Optional Covers (Only applicable if noted on your policy schedule)	Legal Expenses	£100,000	£250,000 ✓
	Fidelity/Employee Dishonesty	Included	Included – please read full cover details on pages 113 – 117 of the policy wording for details of the new terms that apply.

Public and Products Liability	Additional clean-up costs	£10,000 any one Period	£1,000,000 aggregate ✓
	Libel & Slander	£100,000 Limit Of Indemnity	£250,000 Limit Of Indemnity ✓

Continued...	Cover/Item	VillageGuard 	VillageGuard  ecclesiastical
<b>Activities</b>	Inflatable devices including bouncy castles, contact sports, and bonfire and fireworks	Excluded	When declared: bouncy castles, contact sports, and bonfire and fireworks events are covered for the Insured Party, subject to complying with policy terms, but are excluded for hirers. ✓
	<p>Your previous VillageGuard (AVIVA insurer) policy excluded the following activities whether the activity was arranged by the Insured or by a Hirer of your premises: inflatable devices including bouncy castles, contact sports, and bonfire and fireworks.</p> <p>Your new VillageGuard (Ecclesiastical insurer) policy will cover these activities, when arranged by the Insured, if you have declared the activity to us; cover is supplied as standard subject to the policy terms being complied with. Additional endorsements are included with your Policy Schedule outlining terms specific to inflatable devices, including bouncy castles and bonfire and fireworks.</p> <p>These three activities remain excluded in relation to when arranged by a Hirer of your premises. Any hirer using your premises and involving an inflatable device such as a bouncy castle, contact sports, fireworks and/or bonfire must hold their own insurance cover.</p>		

**We recommend that you carefully read these Terms that apply to our appointment by you and the services we will provide together with details of our regulatory and statutory responsibilities.**

### Company Contact Details

Allied Westminster (Insurance Services) Ltd, Allied House, Holgate Lane, Boston Spa, West Yorkshire LS23 6BN.  
Telephone: 01937 845245 Email: [insurance@alliedwestminster.com](mailto:insurance@alliedwestminster.com)

Allied Westminster (Insurance Services) Ltd is authorised and regulated by the Financial Conduct Authority. Our Firm Reference Number (FRN) is 308386. You can check this on the FCA register by visiting the FCA's website [www.fca.org.uk](http://www.fca.org.uk) or by telephoning the FCA on 0800 1116768.

### Our Service

We offer some products from only one insurer and other products from a limited number of providers, which we have selected as offering value for money and quality service. You can ask us for a list of the insurers we offer insurance from.

We will explain the main features of the products and services that we offer you including details of the provider, main details of cover and benefits, any unusual restrictions or exclusions, any significant conditions or obligations and the period of cover. We provide information only and do not therefore make a personal recommendation.

### Complaints

It is our intention to provide you with the highest possible level of customer service at all times. However, we recognise that things can go wrong occasionally and if this occurs we are committed to resolving matters promptly and fairly.

Should you wish to complain you may do so: In writing to the Managing Director, or by telephone on 01937 845245, or by e-mail at [insurance@alliedwestminster.com](mailto:insurance@alliedwestminster.com). Should you not be satisfied with our final response, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS). More information is available on request or on their website.

[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) Further details will be supplied at the time of responding to your complaint.

### Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme and you may be entitled to compensation from the scheme depending on the type of business and circumstances of the claim, if we cannot meet our obligations. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme at

[www.fscs.org.uk](http://www.fscs.org.uk)

### Important Information (consumer customers only)

For the avoidance of doubt, a consumer is any natural person who is acting for purposes which are outside his trade or profession. For example: Private individuals acting in personal or other family circumstances, such as a trustee of a family trust. Another example would be personal representatives, including executors, unless they are acting in a professional capacity, such as a solicitor acting as executor.

Under the Consumer Insurance (Disclosure and Representation) Act 2012 it is your duty as a consumer to take reasonable care not to make a misrepresentation to an insurer. A failure by the consumer to comply with the insurers request to confirm or amend particulars previously given is capable of being a misrepresentation for the purpose of this act. It is important that you ensure all statements you make on proposal forms, claim forms and other documents are full and accurate and we recommend that you keep a copy of all correspondence in relation to the arrangement of your insurance. Under the act an insurer has a remedy against a consumer in respect of qualifying misrepresentations in

breach of the consumers' duty of reasonable care where the insurer deems the misrepresentation to be deliberate, reckless or careless. This may include the insurer not paying a claim, or the policy being made void or cancelled. **If in doubt about any point in relation to your duty to take reasonable care and subsequent qualifying misrepresentations, please contact us immediately.**

## The duty of fair presentation (commercial customers only)

For the avoidance of doubt, a commercial customer is a customer who is not a consumer. This includes but is not restricted to Trustees and/or management committee members of community assets or community projects (for example Village/Community Halls).

Where we arrange insurance wholly or mainly for purposes related to your trade, business or profession, or Trustee of a community asset, you have a duty under The Insurance Act 2015 to make a fair representation of the risk. It is your responsibility to provide a fair presentation of the insurance risk based on you conducting a reasonable search for information. The information you provide should be complete and accurate at the time of arranging your insurance, throughout the life of the policy and when you renew your insurance. It is important that you ensure all statements you make are full and accurate. We recommend that you keep a copy of all correspondence in relation to your insurance.

Please also note that any renewal of insurance will be made with reliance upon the information provided by you in connection with your previous insurance policy – we will assume that such information remains correct unless you tell us otherwise. We also may ask you for more information when relevant.

If you fail to make a fair presentation of the risk this may result in additional terms or warranties being applied from inception of the policy or any claim payment being proportionately reduced. In some cases, this could result in your policy being declared void by an insurer and your premiums returned. Any deliberate or reckless breach of the duty of fair presentation could result in your policy being declared void by an insurer with no refund of premium. **If in doubt about any point in relation to material circumstances and reasonable search, please contact us immediately.**

## The capacity in which we are acting

Sourcing a suitable policy	We act as your agent	✓
	We act as an agent of the insurance company	
<b>For both placing the insurance and in the event of a claim, the capacity in which we are acting is dependent on whether we have delegated underwriting and claims administration authority from the insurer.</b>		
<b>Placing the insurance</b>		
<b>For the following product:</b> <ul style="list-style-type: none"> <li><b><i>VillageGuard (Village Hall Insurance)</i></b> </li> </ul> <b>The insurer is specified in your policy documents.</b>	We act as your agent	
	<b>We act as an agent of the insurance company</b>	✓
<b>For all other insurance products</b>	<b>We act as your agent</b>	✓
	We act as an agent of the insurance company	
<b>In the event of a claim</b>		
<b>If the claim is being administered by Allied Westminster.</b> <b>We administer most claims under £5,000 on the following product:</b> <ul style="list-style-type: none"> <li><b><i>VillageGuard (Village Hall Insurance)</i></b> </li> </ul> <b>The insurer is specified in your policy documents. (We would make it clear if we are administering the claim)</b>	We act as your agent	
	<b>We act as an agent of the insurance company</b>	✓
<b>All other products, or if the claim is not being administered by Allied Westminster for the product noted above.</b>	<b>We act as your agent</b>	✓
	We act as an agent of the insurance company	

## Financial Crime

Please be aware that current UK money laundering regulations require us to obtain adequate 'Know Your Client' information about you. We are also required to cross check you against the HM Financial Sanctions List as part of the information gathering process. We are obliged to report to the Serious Organised Crime Agency any evidence or suspicion of financial crime at the first opportunity and we are prohibited from disclosing any such report.

## Consumer Credit Licence

We are authorised and regulated by the Financial Conduct Authority in respect of our current Consumer Credit Licence.

## Terms of Payment

Our payment terms are as follows (unless specifically agreed by us in writing to the contrary):

- New policies: immediate payment on or before the inception date of the policy
- Alterations to existing policies: immediate payment on or before the effective date of the change
- Renewals: due in full before the renewal date

If payment is not received from you in accordance with the above terms, we, or your insurer may be forced to cancel or lapse the relevant policy/policies, which could mean that part or all of a claim may not be paid.

When renewal is invited, and the policy is paid by monthly direct debit, we will issue a notice to you to ensure you are not left without cover, the absence of a response to this notice will be deemed as your consent to cover being renewed automatically.

If any direct debit or other payment due in respect of any credit agreement you enter into to pay insurance premiums is not met when presented for payment, you should make other arrangements with us to pay the insurance premiums. If you fail to do so, you acknowledge and agree that we may, at any time after failure to pay insurance premiums, instruct on your behalf the relevant insurer to cancel the insurance and to collect any refund of premiums which may be made by the insurer.

You will be responsible for paying any time on risk charge and putting in place any alternative insurance and/or payment arrangements you need. Any payment we receive from you will be held on behalf of the provider with whom we arrange your policy as their agent. This means that any payment you make to us will be regarded as having been paid to the provider. This is known as risk transfer.

Where it is possible to pay the premiums by instalments, and you choose so to do, we will use a scheme operated by your insurer, or we may offer you that facility directly from Allied Westminster (Insurance Services) Ltd. In the case of the latter, we will add credit related fees and provide relevant information with an Allied Westminster (Insurance Services) Ltd credit agreement.

By instructing us to place insurance on your behalf you give your informed consent to these Client Money procedures. If there are any matters which you do not understand, or do not accept, you should discuss them with us before proceeding.

## Notification of Incidents/Claims

It is essential to notify us immediately of all incidents that may result in a claim against your insurance policy. You must do so whether you believe you are liable or not. Any letter or claim received by you must be passed to us immediately. Only by providing prompt notification of incidents can your insurance company take steps to protect your interests. Your policy summary and/or policy document will provide you with details on who to contact to make a claim.

## Cancellation

We will detail your rights to cancel your insurance before it is taken out. Where you cancel a policy before renewal (and after any cooling off period if applicable) you will be responsible for paying a charge to meet the cost of cover provided and an administration fee of £20. Please see the Refunds section.

## **Charges/Fees**

In addition to the amount charged by insurers we may also make charges to cover the administration of your insurance. Any applicable insurance premium tax will be shown on the documentation we provide to you. These fees are non-refundable, and we will advise you of the actual amount at the time of quotation or renewal. These fees may be subject to change. Where there are changes, we will confirm this clearly and the actual amount will always be disclosed to you before you commit to purchasing the product. As insurance brokers our remuneration may be as a fee agreed with you and/or from commission paid to us by insurers based a percentage of the total annual premium. We may also have an agreement with insurers that if our account with them meets certain pre-agreed volume or profit targets during a defined period then we will receive additional remuneration. Commercial customers are entitled, at any time, to request information regarding any commission which we may have received as a result of placing or renewing your insurance cover. A fee of £10 will be charged for cheques and direct debit requests that are returned unpaid.

## **Refunds**

Where a policy is cancelled before renewal, insurers charge to cover their costs, with the balance refunded to you, subject to no claim having been made. Full details will be available in your policy. In the event of an adjustment giving rise to a return of premium the amount may be refunded or held to credit. Your attention is specifically drawn to the following: - Where you cancel your policy after the expiry of the cooling off period (if applicable) or where you request a mid-term adjustment which results in a refund of premium, we reserve the right to charge you for our time and costs. If an insurer does not issue a refund after cancellation for any reason, we cannot be held responsible.

For certain commercial insurance policies, insurers will only provide cover where the premium is due in full on inception of the policy. This means that no refund will be paid if the policy is cancelled before renewal. We will advise you if this affects you. In view of the cost involved in making changes to your policy, we will not issue refunds of less than £5, including any refunds for overpayment made in error.

## **Solvency of Insurers**

We cannot guarantee the solvency of any insurer with which we place business. This means that you may still be liable for any premium due and not be able to recover the premium paid, whether in full or in part, should an insurer become insolvent.

## **Communications/Documentation**

We will issue all documentation to you in a timely manner. Documentation relating to your insurance will confirm the basis of the cover and provide details of the relevant insurers. It is therefore important that the documentation is kept in a safe place, as you may need to refer to it or need it to make a claim. A new policy/policy booklet is not necessarily provided each year, although a duplicate can be provided at any time upon request. You should always check the documentation to ensure all the details are correct and if this is not the case you should contact us immediately.

## **General**

If any provision of these Terms is found to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question will not be affected. These Terms shall be governed by the laws of England and Wales or Scotland and the parties agree herewith that any dispute arising out of it shall be subject to the exclusive jurisdiction of the relevant court. These Terms supersede all proposals, prior discussions and representations (whether oral or written) between us relating to our appointment as your agent in connection with the arranging and administration of your insurance. These Terms constitute an offer by us to act on your behalf in the arranging and administration of your insurance. In the absence of any specific acceptance communicated to us by you (whether verbal or written) you are deemed to accept our offer to act for you on the basis of these Terms, by conduct, upon your instructing us to arrange, renew or otherwise act for you in connection with insurance matters.



# Data Protection Acts 1998 and 2018 and from 25th May 2018 the UK General Data Protection Regulation - Privacy Statement

Allied Westminster understands that your privacy is important to you and that you care about how your personal data is used. We respect and value the privacy of all and any personal data. Any personal data We do collect will only be used as permitted by law and is collected for the specific purpose of arranging contracts of insurance.

## 1. Definitions and Interpretation

In this Statement, the following terms shall have the following meanings:

- **"personal data"** means any and all data that relates to an identifiable person who can be directly or indirectly identified from that data. For the purposes of the UK General Data Protection Regulation (UK GDPR) effective from 25 May 2018 onward, and the Data Protection Acts 1998 and 2018, the Data Controller in relation to any personal data you supply is Allied Westminster (Insurance Services) Ltd. We've updated our privacy notices to reflect the new, and strengthened, rights in relation to your personal data, and the legal grounds for using it under GDPR. The notices are effective from 25 May 2018 onwards.
- **"We/Us/Our"** means Allied Westminster (Insurance Services) Ltd.

## 2. What Does This Statement Cover?

We have a number of lawful reasons that mean We can use (or/and 'process') your personal information. Our primary lawful reason is "Legitimate interest" meaning the interest of our business to provide products or services to you:

- to provide you with insurance: We need this to decide if We can offer insurance to you and if so on what terms, or to fulfil an existing contract by administering your policy, handle any claims and manage renewals,
- to support legitimate interests that We have as a business: We need this to manage arrangements We have with insurers and reinsurers, for the detection and prevention of fraud and to help us better understand our customers and improve our customer engagement (this includes marketing, customer analytics, and profiling),
- to meet any applicable legal or regulatory obligations: We need this to meet compliance requirements with our regulators (e.g. Financial Conduct Authority), to comply with law enforcement and to manage legal claims,
- to carry out other activities that are in the public interest: for example, We may need to use personal information to carry out anti-money laundering checks.

## 3. Your Rights

3.1 As a data subject, you have the following rights under the UK GDPR, which this Statement and Our use of personal data have been designed to uphold, however We may not be able to delete data if there is a legal or regulatory requirement to keep it (please also refer to section 5):

- 3.1.1 The right to be informed about Our collection and use of personal data;
- 3.1.2 The right of access to the personal data We hold about you;
- 3.1.3 The right to rectification if any personal data We hold about you is inaccurate or incomplete (please contact Us using the details in section 8);
- 3.1.4 The right to be forgotten – i.e. the right to ask Us to delete any personal data We hold about you (We only hold your personal data for a limited time, as explained in section 6 but if you would like Us to delete it sooner, please contact Us using the details in section 8);
- 3.1.5 The right to restrict (i.e. prevent) the processing of your personal data;
- 3.1.6 The right to data portability (obtaining a copy of your personal data to re-use with another service or organisation);
- 3.1.7 The right to object to Us using your personal data for particular purposes;
- 3.1.8 Rights with respect to automated decision making and profiling.

3.2 If you have any cause for complaint about Our use of your personal data, please contact Us using the details provided in section 8 and We will do Our best to solve the problem for you. If We are unable to help, you also have the right to lodge a complaint with the UK's supervisory authority, the Information Commissioner's Office.

3.3 For further information about your rights, please contact the Information Commissioner's Office or your local Citizens Advice Bureau.

#### 4. What Data Do We Collect?

If you send Us an email, or call Our offices by telephone, We may collect or amend your details, for example your email address or telephone number, and any other information you choose to give Us that We may require in respect of your insurance.

#### 5. How Do We Use Your Data?

- 5.1 We will act as a **data controller** for the majority of personal data use (in particular, where We determine the manner and purpose of that use for the provision of insurance and related services). We may also act as **data processor** when using data for the ultimate provider (insurer/underwriter) of an insurance product.
- 5.2 To provide you with a contract of insurance: We need this to decide if We can offer insurance to you and if so on what terms and also to administer your insurance policy, handle or coordinate (or inform insurer of) any claims and manage any renewal.
- 5.3 To meet any applicable legal or regulatory obligations: We need this to meet compliance requirements with Our regulators (e.g. Financial Conduct Authority), to comply with law enforcement and to manage legal claims.
- 5.4 To carry out other activities that are in the public interest: for example, We may need to use personal information to carry out anti-money laundering checks.
- 5.5 If you give Us consent to using sensitive personal information (e.g. non-spent criminal convictions), you are free to withdraw this at any time by contacting Us. Please note that if consent to use information is withdrawn We may not be able to continue to provide the policy or process claims and We may need to cancel the policy.
- 5.6 Of course, you don't have to provide Us with any personal information, but if you don't provide the information We need We may not be able to proceed with your application or any claim you make,
- 5.7 We may share your personal information:
  - 5.7.1 With Insurers who provide services to Us, (either directly or via those acting for the insurer such as loss adjusters or investigators) to help Us administer the products and services We offer;
  - 5.7.2 With regulatory bodies and law enforcement bodies, including the police, e.g. if We are required to do so to comply with a relevant legal or regulatory obligation;
  - 5.7.3 With other organisations including insurers, public bodies and the police (either directly or using shared databases) for fraud prevention and detection purposes;
  - 5.7.4 With reinsurers who provide reinsurance services to Our insurer/underwriter and for each other. Reinsurers will use your data to decide whether to provide reinsurance cover, assess and deal with reinsurance claims and to meet legal obligations. They will keep your data for the period necessary for these purposes and may need to disclose it to other companies within their group, their agents and third-party service providers, law enforcement and regulatory bodies.

#### 6. How and Where Do We Store Your Data?

- 6.1 We only keep your personal data for as long as We need to, in order to use it as described, however (in the event that you make a request so to do) We may not be able to delete data if there is a legal or regulatory requirement to keep it.
- 6.2 The data We hold is stored in the UK.
- 6.3 Data security is very important to Us, and to protect your data We have taken suitable measures to safeguard and secure any data We hold about you (even if it is only your email address).

#### 7. How Can You Access Your Data?

You have the right to ask for a copy of any of your personal data held by Us (where such data is held). Under the GDPR, We will provide any and all information in response to your request free of charge. Please contact Us for more details at [insurance@alliedwestminster.com](mailto:insurance@alliedwestminster.com) (please put *GDPR ENQUIRY* on the subject line), or using the contact details on the header of this document.

#### 8. Contacting Us

If you have any questions about this Privacy Statement, please contact Us by email at [insurance@alliedwestminster.com](mailto:insurance@alliedwestminster.com) (please put *GDPR ENQUIRY* on the subject line), or the contact details on the header of this document. Please ensure that your query is clear, particularly if it is a request for information about the data We hold about you.