



## Astley Village Parish Council

### Agenda

To: Members of Astley Village Parish Council.

**YOU ARE HEREBY SUMMONED** to attend the Annual Meeting of the Astley Village Parish Council to be held on **Wednesday 10 May 2023** at 7 pm in the Community Centre at which the following business will be transacted.

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#### Summons

- 1. Election of the Chair of the Parish Council**
  - (a) To elect a Chair for the ensuing year.
  - (b) The person elected to make a declaration of acceptance of office.
  - (c) The Chair to return thanks for their election.
- 2. Appointment of Vice Chair of the Parish Council**
- 3. Apologies for Absence**

To receive members' apologies.
- 4. Declarations of Interest**

Members and Officers are invited to declare any interests they may have in any of the items included on the agenda for this meeting in accordance with the requirements of the relevant authorities (Disclosable Pecuniary Interests) Regulations 2012 (SI 2012/1464).
- 5. Public Engagement**

Members of the public are invited to put questions/make representations to the members of the Parish Council.
- 6. Borough/County Councillor Reports**

To consider reports from Chorley North and Astley Ward Borough Councillors and County Councillor (Lancashire County Council).
- 7. Minutes**

To approve as a correct record and sign the minutes of the meeting of the Parish Council held on Wednesday 1 March 2023 (Enclosed).
- 8. Exclusion of the Press and Public**

To consider the Press and public for any item on the Summons due to the confidential nature to be discussed pursuant to section 1(2) of the Public Bodies (Admission to Meetings) Act 1960.
- 9. Appointment of Committees and Working Groups, Membership, Terms of Reference**

To consider a report of the Parish Clerk (Enclosed).

## **10. Review of Standing Orders, Financial Regulations and Scheme of Delegation**

To consider a report of the Parish Clerk (Enclosed).

## **11. Appointment of Council Representatives on Outside Bodies**

To appoint Parish Council representatives to the following Outside Bodies

- Chorley Liaison.
- Neighbourhood Area Meeting (NW Parishes and Chorley North).

## **12. Parish Clerk Report**

To consider a report of the Parish Clerk & Responsible Financial Officer providing an update on ongoing projects, work outstanding and activities since the last meeting of the Parish Council (Enclosed).

## **13. Statutory Business**

- Consider applicants for co-option to the vacant Councillor position.
- To consider any planning issues relevant to the village. (Enclosed).

## **14. Financial Matters**

- To consider a report of the Responsible Financial Officer providing the financial position (Enclosed).
- To consider a report of the Responsible Financial Officer recommending payments to be approved (Enclosed).
- To consider a report of the Responsible Financial Officer providing details spend against budget headings (Enclosed).
- To consider the Insurance Policy Schedule and Policy Document (with details of the main changes to the updated policy wording) for 2023/24. **The renewal price with Zurich Municipal Insurance is £487.33.** The initial renewal price was £526.94.
- To consider the Internal Auditors Report for 2022/23 (Enclosed).
- To consider the Annual Governance Report 2022/23 (Enclosed).
- To consider the Annual Return for the Financial Year 2022/23 (Enclosed).

## **15. Newsletter**

The Parish Clerk to report at the meeting.

## **16. Annual Council Work Programme - Scheduled Items**

To review the Annual Council Work Programme - Scheduled Items (Enclosed).

## **17. Environment Reports**

To receive a verbal update at the meeting.

## **18. Reports from Parish Council representatives on Other Bodies**

- Chorley Liaison (22 March 2023) – Councillor John McAndrew (Agenda Enclosed).
- Friends of Astley Park – Councillor John McAndrew.
- Neighbourhood Area Meeting (NW Parishes and Chorley North) (Minutes from the meeting held on 9 February 2023 are Enclosed) – Councillor John McAndrew). The next meeting is scheduled on 4 July 2023.

## 19. Correspondence

The Clerk to report at the meeting.

## 20. Matters for information

Notify the Chair of any item to be brought under this section, prior to the meeting. Only items requiring urgent attention, information, referral to another authority, or matters offered for consideration at a future meeting can be raised. No legal decisions or spend can be agreed.

### Confidential Item

## 21. Clerk Expense Reimbursement Policy

To consider a report of the Chair of the Personnel Committee (Enclosed)

## 22. Dates of Future Meetings

To note that the next meeting of the Parish Council will take place on Wednesday 5 July 2023 at 7pm.

### Schedule of Meetings 2023/24

Meetings of the Parish Council will take place on the following dates:

- Wednesday 5 July 2023
- Wednesday 6 September 2023
- Wednesday 1 November 2023
- Wednesday 3 January 2024
- Wednesday 6 March 2024 at the rise of the Parish Meeting

Craig Ainsworth  
Clerk to the Parish Council  
5 Clarendon Gardens  
Bromley Cross  
BL7 9GW



1 May 2023



Craig Ainsworth, Parish Clerk & Responsible Financial Officer  
**Astley Village Parish Council**  
5 Clarendon Gardens,  
Bromley Cross.  
BL7 9GW

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# Astley Village Parish Council

<b>Title</b>	<b>Borough/County Councillor Reports</b>					
<b>Report of</b>	<b>Councillors Alistair Morwood, Adrian Lowe and Jean Sherwood, Borough Councillors - Chorley North and Astley (Chorley Borough Council)</b>					
<b>Date</b>	<b>10 May 2023</b>					
<b>Type of Paper</b>	<b>Decision</b>		<b>Discussion</b>		<b>Information</b>	<b>X</b>
<p><b>Purpose of Report</b></p> <p>To consider a report from the Borough Councillors - Chorley North and Astley (Chorley Borough Council).</p>						
<p><b>Key Issues</b></p> <p>Since the last meeting we have been busy attending meetings.</p> <p>These have been reduced apart from statutory committees such as planning and licensing. We have met with Places for People to do a walkabout around great meadow and Broadfields.</p> <p>We extensively campaigned throughout the period of the local elections regarding resident's concerns and issues, each one was responded too.</p> <p>As routine we report damaged road surfaces, blocked drains, weed issues, blocked paths, overhanging trees and areas that require cleaning etc.</p> <p>We continue to build on our existing working relationship with the Parish Council and Places for People.</p> <p>We have also chased up the issue of lighting at West Way and looking at options to address concerns.</p>						
<p><b>Action required by the Parish Council</b></p> <p>To note the report.</p>						



# Astley Village Parish Council

<b>Title</b>	<b>Borough/County Councillor Reports</b>					
<b>Report of</b>	<b>County Councillor Aidy Riggott (Euxton, Buckshaw &amp; Astley) - Lancashire County Council</b>					
<b>Date</b>	<b>10 May 2023</b>					
<b>Type of Paper</b>	<b>Decision</b>		<b>Discussion</b>		<b>Information</b>	X
<p><b>Purpose of Report</b></p> <p>To consider a report from the County Councillor for Astley Village (Lancashire County Council)</p>						
<p><b>Key Issues</b></p> <p>I have sought updates and provided a response to the Parish Councils concerns relating to the Pelican Crossing near Buckshaw Primary School and dangerous parking on Great Meadow, copied below.</p> <p>The flashing beacons have been inspected on the pelican crossing located near Buckshaw Primary School on Chancery Road and as a result of this inspection, LCC have raised an order to replace these beacons, and plan to do so as soon as possible.</p> <p>Parking was observed along the length of this stretch of Great Meadow. However, this did not appear to represent an issue for traffic using this 20mph road, and visibility was maintained to identify any approaching conflicts.</p> <p>Despite this, LCC acknowledge that their visits only reveal a snapshot of certain timeframes, and that parking behaviour may vary with individual instances of inappropriate behaviour occurring from time to time. Where this is the case, we suggest residents report this to the Police on their non-emergency number 101. Alternatively, they can report this through the Lancashire Constabulary website, ideally with a record of the registration numbers of the vehicles and/or photographic evidence.</p> <p>This is because only the Police can issue penalties in areas where no parking restrictions exist, under the Road Traffic Act. In instances where parking is of a repetitive residential nature, the Police can often deliver a timely resolution without incurring an additional impact on surrounding parking availability.</p>						

I have also been observing and keeping in regular contact with regards to the delivery of the my commitment to improve the road surface along Chancery Road. I am pleased to confirm that the worst affected area has been treated and is much-improved and residents are very pleased with the outcome of the County Council's investment. I will be keeping a close eye on progress to ensure the remaining works are carried out later this year.

**Action required by the Parish Council**

To note the report.



## Astley Village Parish Council

### Meeting of the Council

1 March 2023 at 7.10pm

Present

Councillor John McAndrew (Chair) in the Chair; Councillors Emma Barraclough, Matt Lynch, Edward Murdoch, Gillian Sharples, Chris Sheldon and Ian Thomas.

#### **309.01 Apologies for Absence**

Councillor Keith Ashton.

#### **309.02 Election of the Chair of the Parish Council**

It was with great sadness that the Parish Council had learned that Arnold Almond, Chair of the Parish Council had passed away peacefully on Thursday 16 February 2023 surrounded by his family.

He had been first co-opted onto the Parish Council on 3 July 2019. He was later elected Chair of the Parish Council in May 2021 where he continued to fulfil the role with the support of Councillor John McAndrew (Vice-Chair) until the week before his death.

RESOLVED – (1) That Councillor John McAndrew be elected Chair of the Parish Council until the next Annual Council Meeting.

(2) The Parish Council send its sincere condolences to Arnold Almond's family.

Councillor McAndrew signed the Declaration of Acceptance of Office.

#### **309.03 Declarations of Interest**

Councillors and officers were invited to declare any interests they had in any of the items on the agenda for the meeting.

Councillor John McAndrew declared a Personal Interest as a Governor at Buckshaw Primary School.

Councillor Ian Thomas declared a Personal Interest as a trustee of The Leyland and District Royal Air Forces Association Branch.

#### **309.04 Public Engagement**

Members of the public were invited to put questions/make representations to the members of the Parish Council.

The following issues were raised:

### **Pedestrian crossing near Buckshaw Primary School**

It was suggested that the flashing beacons were dim and difficult to see due to the loss of colour. In addition there was poor street lighting around the crossing and when wild flowers were in bloom and the grass was long it was difficult to see pedestrians (especially children) approaching the crossing from either side of Chancery Road.

It was suggested that a new LED flashing beacons on the pedestrian crossing be installed, a zig zag barrier be installed at the side of Chancery Road (near the flats nearest to the woods) and the street lighting be improved at this location.

### **Dangerous Parking, Great Meadow**

It was reported that cars were being parked on right angled blind bends on Great Meadow (almost opposite No. 2 Great Meadow). The double parking left only the middle of the road for two-way access.

It was suggested that No Waiting at Any Time restrictions (double yellow lines) be introduced down one side of the road.

### **Floodlights on the West Way Sports Hub**

It was reported that there was a floodlight on each of two stanchions at the West Way Sports Hub which were directly in the vision of car drivers, driving either way around Great Meadow which were blinding drivers and impairing their vision.

It was suggested that the angle of the floodlights be adjusted.

### **McColl's and Post Office, Astley Village**

It was reported that the McColl's and Post Office in Astley Village had temporarily closed due to a dispute regarding the premises lease. It was understood from the landlord that this had now been resolved and both had now re-opened.

RESOLVED – (1) That the issues raised relating to the pelican crossing near Buckshaw Primary School and dangerous parking on Great Meadow be referred to Lancashire County Council.

(2) That the Parish Council would support a new LED flashing beacons on the pedestrian crossing being installed, a zig zag barrier being installed at the side of Chancery Road (near the flats nearest to the woods) and the street lighting being improved at this location.

(3) That the Chorley North and Astley Ward Borough Councillors be requested to investigate the complaint regarding the floodlights on the West Way Sports Hub.

## **309.05 Borough/County Councillor Reports**

Reports from Chorley North and Astley Ward Borough Councillors and County Councillor (Lancashire County Council) (copies of which had been circulated) were considered.

It was reported that the walkabout planned with Place for People scheduled on 16 February 2023 had been postponed until 10 March 2023 to discuss various matters raised by residents. All Parish Councillors were also invited to the walkabout.

Concerns raised by a resident from Elmwood regarding the road surface on Euxton Lane outside the entrance to Chorley and South Ribble Hospital had been referred to Lancashire County Council. Parish Councillors also expressed concern at the build-up of silt around the street furniture on Euxton Lane near the Strawberry Fields development which also made the highway safety bollards difficult to see by motorists.

It was reported that Places for People had confirmed a rent increase for tenants of 7.5% and it was understood there had been no consultation with tenants. It was suggested that the Chorley North and Astley Ward Borough Councillors be requested to raise this increase with Places for People and Jigsaw Holmes on behalf of the Parish Council in view of the current rising cost of living.

It was noted that the Cabinet of Lancashire County Council had proposed as part of the 2023/24 highways budget the inclusion of the following schemes:

(i) 2023/24 Urban Unclassified – Resurfacing Programme the resurfacing of Euxton Lane to Mimosa Close as part of a multi-treatment scheme at a cost of £ 41,439 and  
(ii) 2023/24 Urban Unclassified – Surface Dressing Programme the surface dressing of Mimosa Close to West Way as part of multi-treatment scheme at a cost of £116,211.

RESOLVED – That the reports be noted.

### **309.06 Minutes**

RESOLVED - That the minutes of the meeting of the Parish Council held on Wednesday 11 January 2023 (copies of which had been circulated) be approved as a correct record and signed by the Chair.

### **309.07 Parish Clerk Report**

The Parish Clerk and Responsible Financial Officer submitted a report (copies of which had been circulated) providing an update on ongoing projects, work outstanding and activities since the last meeting of the Parish Council.

#### **West Way Nature Reserve Project**

Works to Westway Nature Reserve had commenced on 13 February 2023.

#### **Astley Village Community Garden of Reflection**

The plaques had been ordered through Chorley Borough Council's supplier and Chorley Borough Council had offered to put them on the benches. The new plaques would be placed on the three benches commemorating Queen Elizabeth II Golden, Diamond and Platinum Jubilees and a plaque commemorating her life be placed against one of the new trees planted.

#### **Events/One way system on Chancery Road**

Mr Pete O'Neill, Events Team Leader (Chorley Borough Council) had provided an update on the dates for events being held in Astley Park during 2023 where the one way system on Chancery Road would be in place:

- Picnic in the Park – Saturday 6 May.
- Chorley Flower Show – Friday 28, Saturday 29, Sunday 30 July.
- Bonfire & Fireworks – Friday 3 November.
- Astley Illuminated – 10 November.

The weekend prior to the Flower Show, Chorfest would be held in Astley Park (Friday 21, Saturday 22 and Sunday 23 July) but the 'Disco in the Park' event that had caused issues in previous year's would not be taking place this year.

### **Insurance**

The Asset Register updated at the last meeting of the Parish Council had been provided to the Parish Council's insurers (Zurich Insurance Group). Zurich had confirmed that there was no additional cost for 2022/23 although the changes could have an effect on the premium at renewal. The changes were:

- Street Furniture £21,899.10 needs to be increased to £25,725.
- Mowers & Machinery £5,304.50 needs to be increased to £7,000.
- Laptop £556.97 needs to be increased to £1,400.

The Parish Council had received confirmation from Chorley Borough Council that the following projects recently supported by the Parish Council on land not owned by the Parish Council, that all future maintenance and the ownership of the street furniture/play equipment rested with Chorley Borough Council. Zurich had confirmed that these did not need to be included on the Asset Register:

- Providing funding for example for Bus Shelter Power Washing/ repainting.
- The creation of Astley Village Community Garden of Reflection.
- Improvements to the West Way Nature Reserve.
- Committed funding towards a new play area and path at West Way Sports Hub.

Zurich had confirmed that of the Public Liability cover referred to in the Section 96 Licence entered into by the Parish Council with Lancashire County Council regarding trees planted by the Parish Council on land within the ownership of the County Council was within the level included in the Policy held by the Parish Council.

Easy Web Sites Ltd had been requested to provide a copy of the Service Level Agreement in place regarding the email/website services provided to the Parish Council including the security controls in place to protect the Parish Councils data stored by them.

### **Proposing Neighbourhood Priorities 2023/24**

Proposals submitted by the Parish Council had been considered at the meeting of the Neighbourhood Area Meeting (NW Parishes and Chorley North) on 9 February 2023 in respect of the following:

#### **Improvements to the footpath from Buckshaw Primary School to Great Meadow.**

In addition to the tarmac path from the Buckshaw Primary School to the Banastre area off Great Meadow, there was also a well-used dirt path, from the school gate to the Clough Acre area off Great Meadow which is the path the Parish Council have sought funding to upgrade.

Following discussions at the Neighbourhood Area Meeting (NW Parishes and Chorley North) meeting, it had been agreed that the footpath improvements project would be put forward as one of four neighbourhood priorities and up to £2,000 had been allocated towards the project.

### **Astley Village Community Centre – Improved Community Use**

A meeting had taken place with Jennifer Mullin, Director of Communities on Thursday 9 February 2023 to discuss making better use of the small meeting room at the Astley Village Community Centre during the day for community use. Councillors Chris Sheldon and Ian Thomas also attended the meeting.

Ms Mullin had been positive regarding the Parish Council's proposal and undertook to:

- Confirm with the Commercial Services Department who managed the building that they had no objection to the proposed building works.
- Obtain an estimate for a new external entrance, a security/fire lock being installed to the internal door to the rest of the building and converting the storeroom into a disabled toilet accessed from the small meeting room (a door to the store already exists from the small meeting room).

At the meeting, the owner and manager of the Little Explorers Nursery had confirmed they the nursery would support the project and welcomed greater community use of the building. It was the Parish Council's understanding that the room was only used on a Wednesday afternoon, 2-4 pm for French lessons during the day and Ms Mullin undertook to confirm this and confirm whether there were regular bookings taking place during the evening.

A meeting had taken place on 1 March 2023 with St Vincent de Paul Society Chorley Buddies to discuss what their requirements would be to introduce a Community Larder/ Good Food Club and to run support groups in Astley Village. It had been confirmed that the small meeting room was not suitable to be used for a Community Larder/ Good Food Club but could be used to run support groups.

Following discussions at the Neighbourhood Area Meeting (NW Parishes and Chorley North) meeting, it had been agreed that the project needed more scoping around feasibility which will continue outside of neighbourhood priorities.

### **Attachments to Lighting Columns**

Councillor Emma Barraclough presented a proposal in respect of the attachments to the lighting columns along Chancery Road so that an application could be made to Lancashire County Council.

RESOLVED – (1) That the report be noted.

(2) That the following expenditure approved by the Parish Clerk in accordance with Standing Order 16.2 be noted:

- Norton, Anti-Virus Software (Subscription) - £64.99.
- Adlington Electrical Ltd, Christmas Tree Lights - £240.
- Chorley Borough Council, West Way Nature Reserve Project - £5,000
- Poppy Signs Ltd, Poppies for Lighting Columns - £558.41.
- M60 Toll, SLCC Practitioners Conference - £5.80
- Viking, Post-It TableTop Easel & Pad - £27.47.
- M&S, Flowers (Mrs Joan Almond) - £45.00.

(3) That Lindsey Blackstock, Open Space Strategy Officer be requested to (i) confirm the cost of improving the footpath from Buckshaw Primary School to Great Meadow to enable the Parish Council can consider allocating funding to the project at the next meeting on 10 May 2023 and (ii) provide an update in relation to the implementation of the planting scheme at the new Astley Village Community Garden of Reflection.

(4) That a commemorative plaque to mark the coronation of King Charles III be included as part of the new plaques to be placed in the new Astley Village Community Garden of Reflection in addition to the three benches commemorating Queen Elizabeth II Golden, Diamond and Platinum Jubilees and a plaque commemorating her life being placed against one of the new trees planted.

(5) That no further action be taken in respect of attachments to the lighting columns along Chancery Road but Councillor Emma Barraclough be requested to investigate the cost of purchasing banners to promote Parish Council activities on railings of the road bridge on Chancery Road.

### **309.08 Statutory Business**

#### (i) Co-option to the Parish Council Vacancy

No application had been received.

#### (ii) Planning Issues Relevant to the Village

The Parish Clerk reported that the Parish Council had not been consulted on any planning application received by Chorley Borough Council since the last meeting of the Parish Council on 11 January 2023.

RESOLVED – That the report be noted.

### **309.09 Financial Matters**

#### (i) Financial Position

The Responsible Financial Officer submitted a report (copies of which had been circulated) showing the financial position as at 23 February 2023.

It was reported that the Parish Council had received £50 compensation from Barclays Bank following a number of complaints made by the Parish Clerk regarding their service.

At the Unify Annual General Meeting attended by the Parish Clerk via Zoom on Thursday 16 February 2023, the Parish Council had received an annual dividend of £53.74

RESOLVED – That the financial position be noted.

#### (ii) Payments to be Approved

The Responsible Financial Officer submitted a report (copies of which had been circulated) recommending a list of invoices to be paid between 1 March 2023 and 30 April 2023 as follows:

Date	Creditor	Description	Total (£)	Vat (£)	Net (£)
03/03/23	Employee 4	Reimbursements (January 2023)	25.75		25.75
03/03/23	Employee 4	Reimbursements (February 2023)	169.75		169.75
01/03/23	Easy Web Sites	Monthly rental	66.00	11.00	55.00
23/03/23	Zoom	Zoom Subscription (March 2023)	15.59	2.60	12.99
15/03/23	Employee 4	Salary (March 2023)	335.00		335.00
15/03/23	HMRC	Tax (March 2023)	83.80		83.80
01/04/23	Easy Web Sites	Monthly rental	66.00	11.00	55.00
23/04/23	Zoom	Zoom Subscription (April 2023)	15.59	2.60	12.99
15/04/23	Employee 4	Salary (April 2023)	335.00		335.00
15/04/23	HMRC	Tax (April 2023)	83.80		83.80
			<b>1,196.28</b>	<b>27.20</b>	<b>1,169.08</b>

RESOLVED – That approval be given to the payments as detailed above.

(iii) Spend Against Budget Headings

The Responsible Financial Officer submitted a report (copies of which had been circulated) inviting the Parish Council to review the spend against budget headings.

RESOLVED – (1) That the report be noted.

(2) That the ‘working at home’ allowance included as part of the Clerk Expense/Reimbursement Policy be reviewed at the next meeting.

**309.10 Spring Newsletter**

The Parish Council discussed the timing and potential articles for the Summer edition of the Parish Council Newsletter and the following articles were suggested:

- Consultation on whether the Christmas event in 2023 should take place on Friday 8 or Saturday 9 December and at either 5pm or 7pm (Councillor Emma Barraclough).
- Community Litter Picks organised by the Parish Council (Councillor Keith Ashton).
- The Village Development Plan – as updated in January 2023 (Councillor Chris Sheldon).
- Improvements in relation to the West Way Nature Reserve (Councillor Emma Barraclough).
- Chair’s report (Councillor John McAndrew).
- The new Astley Village Community Garden of Reflection (Councillor Ian Thomas).

- Inconsiderate/Dangerous Parking in the Village (Councillor Eddie Murdoch)
- Chorley Flower Show (Councillor Emma Barraclough).
- The new Parish Council Facebook Account (Councillor Gillian Sharples).
- Community litter picking (Councillor Keith Ashton)
- A photo of the planned West Way Sports Hub playground (Councillor Keith Ashton).

RESOLVED – (1) That the Parish Clerk be requested to circulate details of the suggested articles for inclusion in the Summer Newsletter following this meeting and Parish Councillors be requested to submit the article(s) allocated to them to the Parish Clerk by Friday 31 March 2023

(2) That in view of there being no longer a caretaker on site at Harewood, the newsletters for these residents be delivered to Councillor John McAndrew to arrange to distribute to residents.

### 309.11 Policy and Document List Review

The Parish Clerk invited the Parish Council to review the updated Policy and Document List (copies of which had been circulated).

RESOLVED – That the following changes suggested by the Parish Clerk be made to the Policy and Document List.

	Doc No.	Policy or Document	Created / Reviewed	Meeting/ Review	Council Website
Official	03	Standing Orders*	Reviewed 4/5/2022	Annual meeting (May 2023)	Yes
Finance	04	Financial Regulations*	Reviewed 4/5/2022	Annual meeting (May 2023)	Yes
Finance	05	Financial Risk Assessment *	Reviewed 7/9/2022	September 2023	Yes
Finance	06	Review of Effectiveness of The System of Internal Audit*	Reviewed 7/9/2022	September 2023	Yes
Council	07	Asset Register *	Reviewed 11/1/2023	January 2024	Yes
Council	15	Bullying and Harassment Policy	Reviewed 23/11/2022	November 2025	Yes
Council	16	Equal Opportunities Policy	Reviewed 23/11/2022	November 2025	Yes
Council	17	Health and Safety Policy	Reviewed 19/1/2021	November 2023	Yes
Council	18	Grievance Procedure	Reviewed 19/1/2021	November 2023	Yes
Council	19	Disciplinary Procedure	Reviewed 19/1/2021	November 2023	Yes
Council	20	Councillor/Employee Relations	Reviewed 19/1/2021	November 2024	Yes
Council	21	Training Policy	Reviewed 19/1/2021	November 2024	Yes

Council	23	Terms of Reference for Personnel Committee	Reviewed 04/5/2022	Annual meeting (May 2023)	Yes
Council	24	Sickness Absence Policy/Procedure	Reviewed 19/1/2021	November 2025	Yes
Council	25	Clerk Expense/Reimbursement Policy	Approved 2/9/2020	May 2023	Yes
Council	26	Village Development Two Year Plan	Reviewed 11/1/2023	January 2024	Yes
Council	27	Internal Audit Plan and Statement of Internal Control*	Reviewed 7/9/2022	September 2023	Yes
Council	29	Scheme of Delegation*	Approved 4/5/2022	Annual meeting (May 2023)	Yes

\* Requires annual review

### **309.12 Review Annual Council Work Programme - Scheduled Items**

The Parish Clerk invited the Parish Council to review the Annual Council Work Programme of Scheduled Items (copies of which had been circulated).

RESOLVED – That no changes be made to the Annual Council Work Programme of Scheduled Items.

### **309.13 Annual Report of the Parish Council 2022/23**

The Chair submitted the Annual Report 2022/23 which had been presented to the Annual Parish Meeting earlier in the evening.

RESOLVED - That the Annual Report be noted.

### **309.14 Environment Reports**

The Parish Clerk reported that he had reported the damaged knee rail in front of the shops on Chancery Road to Chorley Borough Council. Mr Chris Walmsley, Head of Streetscene and Waste had stated that it was understood that Cadent had caused the damage when they were working in the area but that they had denied doing so. As the damage was just to the one post and a couple of rails Chorley Borough Council had agreed to repair it.

It was reported that the next monthly community litter pick would take place on Saturday 4 March 2023 at 10 am meeting at the Community Centre.

### **309.15 Reports from Parish Council representatives on Other Bodies**

#### Chorley Liaison

The Agenda Pack of the Chorley Liaison meeting held on 18 January 2023 (copies of which had been circulated) were submitted for information.

#### Neighbourhood Area Meeting (NW Parishes and Chorley North)

The Agenda Pack of the Chorley Liaison meeting held on 9 February 2023 (copies of which had been circulated) were submitted for information.

RESOLVED – That the reports be noted.

**309.16 Correspondence**

Correspondence received had been reported as part of the 'Parish Clerk Report' (Minute 309.07). The additional correspondence was reported:

**309.17 Date of Next Meeting**

To note that the Annual Council Meeting would take place on Wednesday 10 May 2023 at 7 pm.

The meeting concluded at 8.50 pm.

Chair



# Astley Village Parish Council

<b>Title</b>	<b>Appointment of Committees and Working Groups, Membership, Terms of Reference</b>					
<b>Report of</b>	<b>Parish Clerk &amp; Responsible Financial Officer</b>					
<b>Date</b>	<b>10 May 2023</b>					
<b>Type of Paper</b>	<b>Decision</b>	<b>X</b>	<b>Discussion</b>		<b>Information</b>	

## Purpose of Report

To consider the Appointment of Committees and Working Groups, Membership, Terms of Reference.

## Key Issues

Standing Committees and Sub-committees may be formed by resolution of the Parish Council at any time and delegated powers may be decided upon at the time the Sub-committee is formed by means of a Minute detailing the Terms of Reference.

Historically, the Parish Council has only appointed a **Personnel Committee** with delegated powers to deal with all personnel, employment, and recruitment issues, with reports and recommendations made to full Parish Council if necessary. In cases of emergency that will not wait until the next full Parish Council Meeting, the Committee has full powers to act on behalf of the Parish Council. The full Terms of Reference are set out in the draft Scheme of Delegation (Item 10 on the Summons).

In accordance with Standing Order 43, it has been agreed that the **Vice-Chair will be ex-officio voting member of the Personnel Committee**. For the 2022/23 municipal year it was agreed that the total membership of the Personnel Committee should be four members. Additional member(s), including lay member(s), with relevant professional experience may be co-opted, but such member(s) will not have voting rights. **Where possible the Chair of the Parish Council will Chair the Personnel Appeals Panel and therefore should not be a member of the Personnel Committee.**

In addition, the Parish Council's Grievance and Disciplinary Procedures require the Parish Council to establish the following Panels:

**Disciplinary/Grievance Panel** – which will be a meeting of the Personnel Committee, chaired by a member of that Personnel Committee not involved in the investigation.

**Personnel Appeals Panel** – which has delegated powers to make decisions on the behalf of the Parish Council in the following matters and where possible the Chair of the Parish Council will hear the appeal with two Parish Councillors not involved in the grievance meeting conducted by the Personnel Committee:

- Appeals against decisions made by the Personnel Committee in Grievance, Disciplinary and Capability matters.
- Dealing with Appeals to a final conclusion, only reporting to Parish Council the actions it has taken at the end of the process.

### **Appointment of Working Bodies**

The Parish Council has previously expressed the wish to be able act between meetings to avoid any undue delays in decisions being taken. Following the Parish Council Meeting in January 2021, two Working Groups were appointed to progress schemes and the general consensus is that these have worked well. However, these Working Groups do not have any delegated powers to make decisions but instead make recommendations to the next Parish Council Meeting.

### **General Purposes Working Group**

The General Purposes Working Group is responsible for progressing schemes determined by the Parish Council which have not been delegated to another Committee/Working Group. Membership is determined at the Annual Meeting of the Parish Council and additional member(s), including lay member(s), with relevant professional experience may be invited to meetings of the Working Group where appropriate. The Chair is elected by the members of the Working Group at its first meeting after the Annual Meeting of the Parish Council. The frequency of meetings is determined by the Parish Council/Chair subject to the number of meetings not exceeding six in any twelve-month period and meetings are normally be held virtually. The Parish Clerk is invited to all meetings.

### **Village Development Working Group**

The Village Development Working Group is responsible for progressing schemes within the Parish Development Plan which have not been delegated to another Committee/Working Group. Membership is determined at the Annual Meeting of the Parish Council and additional member(s), including lay member(s), with relevant professional experience may be invited to meetings of the Working Group where appropriate. The Chair is elected by the members of the Working Group at its first meeting after the Annual Meeting of the Parish Council. The frequency of meetings is determined by the Parish Council/Chair subject to the number of meetings not exceeding six in any twelve-month period and meetings are normally be held virtually. The Parish Clerk is invited to all meetings.

### **Action required by the Parish Council**

The Parish Council are requested to:

1. Appoint a Personnel Committee, determine the membership and confirm the Terms of Reference as set out in the draft Scheme of Delegation (Item 10(c) on the Summons).
2. Appoint a General Purposes Working Group and a Village Development Working Group, determine the membership and confirm the Terms of Reference as set out in the draft Scheme of Delegation (Item 10(c) on the Summons).



# Astley Village Parish Council

<b>Title</b>	<b>Review of Standing Orders, Financial Regulations and Scheme of Delegation</b>					
<b>Report of</b>	<b>Parish Clerk &amp; Responsible Financial Officer</b>					
<b>Date</b>	<b>10 May 2023</b>					
<b>Type of Paper</b>	<b>Decision</b>	X	<b>Discussion</b>		<b>Information</b>	
<p><b>Purpose of Report</b></p> <p>The Parish Council are invited to consider:</p> <ol style="list-style-type: none"> <li>1. The Parish Council's Standing Orders (Agenda Item 10a).</li> <li>2. The Financial Regulations (Agenda Item 10b)</li> <li>3. The Scheme of Delegation (Agenda Item 10c)</li> </ol>						
<p><b>Key Issues</b></p> <p>No Changes are proposed to the documents approved on 4 May 2022.</p>						
<p><b>Action required by the Parish Council.</b></p> <p>To Parish Council are invited to review the</p> <ul style="list-style-type: none"> <li>• The Parish Council's Standing Orders (Agenda Item 10a).</li> <li>• The Financial Regulations (Agenda Item 10b)</li> <li>• The Scheme of Delegation (Agenda Item 10c)</li> </ul>						



# Astley Village Parish Council

# Standing Orders

Signed: ..... Chair

## ASTLEY VILLAGE PARISH COUNCIL

### **STANDING ORDERS**

1. Meetings
  - a) Meetings of the Council shall be held in each year on such dates and times and at such place as the Council may direct.
  - b) Smoking is not permitted at any meeting of the Council.
2. The Statutory Annual Meeting
  - a) **In an election year the Annual Parish Council Meeting shall be held on or within 14 days following the day on which the councillors elected take office and**
  - b) **in a year which is not an election year the Annual Parish Council Meeting shall be held on such day in May as the Council may direct.**
3. **In addition to the Statutory Annual Parish Council Meeting at least three other statutory meetings shall be held in each year on such dates and times and at such place as the Council may direct.**
4. Chair of the Meeting

**The person presiding at a meeting may exercise all the powers and duties of the Chair in relation to the conduct of the meeting.**
5. Proper Officer

Where a statute, regulation or order confers function or duties on the proper officer of the Council in the following cases, he shall be the clerk or nominated officer:

  - To receive declarations of acceptance of office.
  - To receive and record notices disclosing interests at meetings.
  - To receive and retain plans and documents.
  - To sign notices or other documents on behalf of the Council.
  - To receive copies of bylaws made by another local authority.
  - To certify copies of bylaws made by the Council.
  - To sign and issue the summons to attend meetings of the Council.
  - To keep proper records for all Council meetings.
6. Quorum of the Council

**Three members or one-third of the total membership, whichever is the greater, shall constitute a quorum at meetings of the Council.**
7. If a quorum is not present or if during a meeting the number of councillors present (not counting those debarred by reason of a declared interest) falls below the required quorum, the meeting shall be adjourned and business not transacted shall be transacted at the next meeting or on such other day as the Chair may fix.
8. For a quorum relating to a committee or sub-committee, please refer to Standing Order 48.

9. Voting  
Members shall vote by show of hands or, if at least two members so request, by signed ballot.
10. **If a member so requires, the Clerk shall record the names of the members who voted on any question so as to show whether they voted for or against it. Such a request must be made before moving on to the next business.**
11. **(1) Subject to (2) and (3) below the Chair may give an original vote on any matter put to the vote and in any case of an equality of votes may give a casting vote whether or not he gave an original vote.**
- (2) If the person presiding at the annual meeting would have ceased to be a member of the council but for the statutory provisions which preserve the membership of the Chair and Vice-Chair until the end of their term of office they may not give an original vote in an election for Chair.**
- (3) The person presiding must give a casting vote whenever there is an equality of votes in an election for Chair.**
12. Order of Business  
**At each Annual Parish Council Meeting the first business shall be:**
- a) **To elect a Chair of the Council**
  - b) **To receive the Chair's declaration of acceptance of office or, if not then received, to decide when it shall be received.**
  - c) **In the ordinary year of election of the Council to fill any vacancies left unfilled at the election by reason of insufficient nominations.**
  - d) **To decide when any declarations of acceptance of office which have not been received as provided by law shall be received.**
  - e) To elect a Vice-Chair of the Council.
  - f) To appoint representatives to outside bodies.
  - g) To appoint committees and sub-committees.
  - h) To consider the payment of any subscriptions falling to be paid annually.
  - i) To inspect any deeds and trust investments in the custody of the Council as required;
- and shall thereafter follow the order set out in the Standing Order 15
13. **At every meeting other than the Annual Parish Council Meeting the first business shall be to appoint a Chair if the Chair and Vice-Chair be absent and to receive such declarations of acceptance of office (if any) and undertaking to observe the Council's code of conduct as are required by law to be made or, if not then received, to decide when they shall be received.**
14. In every year, not later than the meeting at which the estimates for next year are settled, the Council shall review the pay and conditions of service of existing employees. Standing Order 38 must be read in conjunction with this requirement.
15. After the first business has been completed, the order of business, unless the Council otherwise decides on the ground of urgency, shall be as follows: -

- a) To read and consider the Minutes; provided that if a copy has been circulated to each member not later than the day of issue of the summons to attend the meeting, the Minutes may be taken as read.
- b) After consideration to approve the signature of the Minutes by the person presiding as a correct record.**
- c) To deal with business expressly required by statute to be done.**
- d) To dispose of business, if any, remaining from the last meeting.
- e) To receive such communications as the person presiding may wish to lay before the Council.
- f) To answer questions from Councillors.
- g) To receive and consider reports and minutes of committees.
- h) To receive and consider resolutions or recommendations in the order in which they have been notified.
- i) To authorise the sealing of documents.
- j) If necessary, to authorise the signing of orders for payment.

16. Urgent Business

16.1 A motion to vary the order of business on the grounds of urgency (i) may be proposed by the Chair or by any member and, if proposed by the Chair may be put to the vote without being seconded; and (ii) shall be put to the vote without discussion.

16.2 Where a decision is required to be taken on grounds of urgency, the Parish Clerk in consultation with the Chair will be authorised to take that decision on behalf of the Parish Council with the exception of any financial support to an individual or organisation.

The ruling of the Parish Clerk in consultation with the Chair in determining whether a decision is 'urgent', shall be final.

Where practical, the Parish Clerk will, prior to agreeing the decision in consultation with the Chair, seek the views of all members of the Parish Council by any media considered appropriate and take into account the consensus view of the majority of members of the Parish Council.

The Parish Clerk will report all decisions taken under this Standing Order to the next ordinary Parish Council meeting for information.

17. Resolutions Moved on Notice

Except as provided by these Standing Orders, no resolution may be moved unless the business to which it relates has been put on the Agenda by the Clerk and the mover has given notice in writing of its terms and has delivered the notice to the Clerk at least eight clear days before the next meeting of the Council.

18. The Clerk shall date every notice of resolution or recommendation when received by them, shall number each notice in the order in which it was received and shall enter it in a book which shall be open to the inspection of every member of the Council.

19. The Clerk shall insert in the summons for every meeting all notices of motion or recommendation properly given in the order in which they have been received unless the member giving a notice of motion has stated in writing that they intend to move at some later meeting or that they withdraws it.

20. If a resolution or recommendation specified in the summons is not moved either by the member who gave notice of it or by any other member, it shall, unless postponed by the Council, be treated as withdrawn and shall not be moved without fresh notice.
21. If the subject matter of a resolution comes within the province of a committee of the Council, it shall, upon being moved and seconded, stand referred without discussion to such committee or to such other committee as the Council may determine for report; provided that the Chair, if they consider it to be a matter of urgency, may allow it to be dealt with at the meeting at which it was moved.
22. Every resolution or recommendation shall be relevant to some subject over which the Council has power or duties, which affects its area.
23. Resolutions Moved Without Notice  
Resolutions dealing with the following matters may be moved without notice: -
  - a) To appoint a Chair of the meeting.
  - b) To correct the Minutes.
  - c) To approve the Minutes.
  - d) To alter the order of business.
  - e) To proceed to the next business.
  - f) To close or adjourn the debate.
  - g) To refer a matter to a committee.
  - h) To appoint a committee or any members thereof.
  - i) To adopt a report.
  - j) To authorise the sealing of documents.
  - k) To amend a motion.
  - l) To give leave to withdraw a resolution or amendment.
  - m) To extend the time limit for speeches.
  - n) To exclude the press and public. (see Order 68 below)
  - o) To silence or eject from the meeting a member named for misconduct. (see order 33 below)
  - p) To give the consent of the Council where such consent is required by these Standing Orders.
  - q) To suspend any Standing Order. (see Order 79 below)
  - r) To adjourn the meeting.
24. Questions  
A member may ask the Chair of the Council or the Clerk any question concerning the business of the Council, provided eight clear days notice of the question has been given to the person to whom it is addressed.
25. No questions not connected with business under discussion shall be asked except during the part of the meeting set aside for questions.
26. Every question shall be put and answered without discussion.
27. A person to whom a question has been put may decline to answer.

28. Rules of Debate

No discussion of the Minutes shall take place except upon their accuracy. Corrections to the Minutes shall be made by resolution and must be initialled by the Chair.

29. a) A resolution or amendment shall not be discussed unless it has been proposed and seconded and, unless proper notice has already been given, it shall, if required by the Chair, be reduced to writing and handed to the Chair before it is further discussed or put to the meeting.
- b) A member when seconding a resolution or amendment may, if they then declare their intention to do so, reserve their speech until a later period of the debate.
- a) A member shall direct their speech to the question under discussion or to a personal explanation or to a question of order.
- b) No speech by a mover of a resolution shall exceed three minutes and no other speech shall exceed three minutes except by consent of the Council.
- c) An amendment shall be either:
- i) To leave out words.
  - ii) To leave out words and insert others
  - iii) To insert or add words.
- f) An amendment shall not have the effect of negating the resolution before the Council.
- g) If an amendment be carried, the resolution, as amended, shall take the place of the original resolution and shall become the resolution upon which any further amendment may be moved.
- h) A further amendment shall not be moved until the Council has disposed of every amendment previously moved.
- i) The mover of a resolution or of an amendment shall have a right of reply, not exceeding three minutes.
- j) A member, other than the mover of a resolution, shall not, without leave of the Council, speak more than once on any resolution except to move an amendment or further amendment, or on an amendment, or on a point of order, or in personal explanation, or to move a closure.
- k) A member may speak on a point of order or a personal explanation. A member speaking for these purposes shall be heard forthwith. A personal explanation shall be confined to some material part of a former speech by them which may have been misunderstood.
- l) A motion or amendment may be withdrawn by the proposer with the consent of the Council, which shall be signified without discussion and no member may speak upon it after permission has been asked for its withdrawal unless such permission has been refused.
- m) When a resolution is under debate no other resolution shall be moved except the following:
- i. To amend the resolution.
  - ii. To proceed to the next business.
  - iii. To adjourn the debate.
  - iv. That the question be now put.
  - v. That a member named be not further heard.
  - vi. That a member named leave the meeting.
  - vii. That the resolution be referred to a committee.
  - viii. To exclude the public and press.
  - ix. To adjourn the meeting.

30. A member shall remain seated when speaking unless requested to stand by the Chair.
31. a) the ruling of the Chair on a point of order or on the admissibility of a personal explanation shall not be discussed.  
b) Members shall address the Chair. If two or more members wish to speak, the Chair shall decide who to call upon.  
c) Whenever the Chair speaks during a debate all other members shall be silent.
32. Closure  
At the end of any speech a member may, without comment, move “that the question be now put”, “that the debate be now adjourned” or “that the Council do now adjourn”. If such motion is seconded, the Chair shall put the motion but, in the case of a motion “that the question be now put”, only if they are of the opinion that the question before the Council has been sufficiently debated. If the motion “that the question be now put” is carried, he shall call upon the mover to exercise or waive their right of reply and shall put the question immediately after that right has been exercised or waived. The adjournment of a debate or of the Council shall not prejudice the mover’s right of reply at the resumption.
33. Disorderly Conduct  
a) **All members must observe the Code of Conduct, applicable at the time, which was adopted by the council.**  
b) No member shall at a meeting persistently disregard the ruling of the Chair, wilfully obstruct business, or behave irregularly, offensively, improperly or **in such a manner as to bring the Council into disrepute.**  
c) If, in the opinion of the Chair, a member has broken the provisions of paragraph (b) of this Order, the Chair shall express that opinion to the Council and thereafter any member may move that the member named be no longer heard or that the member named do leave the meeting and the motion, if seconded, shall be put forthwith and without discussion.  
d) The Chair may adjourn the meeting or take such further steps as may reasonably be necessary to enforce them.
34. Right of Reply  
The mover of a resolution shall have a right to reply immediately before the resolution is put to the vote. If an amendment is proposed the mover of the amendment shall be entitled to reply immediately before the amendment is put to the vote. A member exercising a right of reply shall not introduce a new matter. After the right of reply has been exercised or waived, a vote shall be taken without further discussion.
35. Alteration of Resolution  
A member may, with the consent of the seconder, move amendments to their own resolution.
36. Rescission of Previous Resolution  
a) A decision (whether affirmative or negative) of the Council shall not be reversed within six months except either by a special resolution, the written notice, for inclusion on the agenda, whereof bears the names of at least 4 members of the Council, or by a resolution moved in pursuance of the report or recommendation of a committee.

- b) When a special resolution or any other resolution moved under the provisions of paragraph (a) of this Order has been disposed of, no similar resolution may be moved within a further six months.

37. Voting on Appointments

Where more than two persons have been nominated for any position to be filled by the Council and of the votes given there is not an absolute majority in favour of one person, the name of the person having the least number of votes shall be struck off the list and a fresh vote taken and so on until a majority of votes is given in favour of one person.

38. Discussions and Resolutions Affecting Employees of the Council

If at a meeting there arises any question relating to the appointment, conduct, promotion, dismissal, salary or conditions of service, of any person employed by the Council, it shall not be considered until the Council or committee (as the case may be) has decided whether or not the press and public shall be excluded. (See Standing Order No. 68.)

39. Resolutions on Expenditure

The Scheme of Delegations sets out the delegation arrangements in relation to expenditure. Any resolution which, if carried, would, in the opinion of the Chair, substantially increase the expenditure upon any service which is under the management of the Council or reduce the revenue at the disposal of any committee, or which would involve capital expenditure, shall, when proposed and seconded, stand adjourned without discussion to the next ordinary meeting of the Council.

40. Expenditure

**Orders for the payment of money shall be authorised by resolution of the Council and signed by two members.**

41. Sealing of Documents

- a) A document shall not be sealed on behalf of the Council unless its sealing has been authorised by a resolution.
- b) Any two members of the Council named in a resolution moved under the provisions of paragraph (a) of this Order may seal, on behalf of the Council, any document required by law to be issued under seal.

42. Committees and Sub Committees

The Council may at its Annual Meeting appoint standing committees and may at any other time appoint such other committees as are necessary, but subject to any statutory provision in that behalf: -

- a) Shall not appoint any member of a committee so as to hold office later than the next Annual Meeting.
- b) May appoint persons other than members of the Council to any Committee; and
- c) may subject to the provisions of Standing Order 36 above at any time dissolve or alter the membership of committee.

43. Either the Chair and/or the Vice-Chair, ex-officio, shall be voting members of every committee.

44. Every committee shall at its first meeting before proceeding to any other business, elect a Chair and may elect a Vice-Chair who shall hold office until the next Annual Meeting of the council and shall settle its programme of meetings for the year.
45. Special Meeting  
The Chair of a committee or the Chair of the Council may summon an additional meeting of that committee at any time. An additional meeting shall also be summoned on the requisition in writing of not less than a quarter of the members of the committee. The summons shall set out the business to be considered at the special meeting and no other business shall be transacted at that meeting.
- 46. Sub-Committees**  
Every committee may appoint sub-committees for purposes to be specified by the committee.
47. The Chair and Vice-Chair of the committee shall be members of every sub-committee appointed by it unless they signify that they do not wish to serve.
48. Except where ordered by the Council in the case of a committee, or by the Council or by the appropriate committee in the case of a sub-committee, the quorum of a committee or sub-committee shall be one-half of its members.
49. The Standing Orders on rules of debate (except those parts relating to standing and to speaking more than once) and the Standing Order on interests of members in contracts and other matters shall apply to committee and sub-committee meetings.
50. Advisory Committees  
1) The Council may create advisory committees, whose name and number of members and the bodies to be invited to nominate members shall be specified.  
2) The Clerk shall inform the members of each advisory committee of the terms of reference of the committee.  
3) An advisory committee may make recommendations and give notice thereof to the Council  
4) An advisory committee may consist wholly of persons who are not members of the Council.
- Voting in Committees
51. Members of committees and sub-committees entitled to vote, shall vote by show of hands, or, if at least two members so request, by signed ballot.
52. **Chair of committees and sub-committees shall in the case of an equality of votes have a second or casting vote.**
53. Presence of Non-Members of Committees at Committee Meetings  
A member who has proposed a resolution, which has been referred to any committee of which they are not a member, may explain their resolution to the committee but shall not vote.
54. Accounts and Financial Statement  
1) Except as provided in paragraph (2) of this Standing Order or by statute, all accounts for payment and claims upon the Council shall be laid before the Council.

- 2) Where it is necessary to make a payment before it has been authorised by the Council, such payment shall be certified as to its correctness and urgency by the appropriate officer. Such payment shall be authorised by the committee, if any, having charge of the business to which it relates, or by the proper officer for payment with the approval of the Chair or Vice-Chair of the Council.
  - 3) All payments ratified under sub-paragraph (2) of this Standing Order shall be separately included in the next schedule of payments before the Council.
55. The Responsible Financial Officer shall supply to each member as soon as practicable after 31 March in each year a statement of the receipts and payments of the Council for the completed financial year. A Financial Statement prepared on the appropriate accounting basis (receipts and payments, or income and expenditure) for a year to 31 March shall be presented to each member before the end of the following month of May. The Statement of Accounts of the Council (which is subject to external audit) shall be presented to Council for formal approval before the end of the following month of September.
56. Estimates/Precepts
- 1) The council shall approve written estimates for the coming financial year at its meeting before the end of the month of December.
  - 2) Any committee desiring to incur expenditure shall give the Clerk a written estimate of the expenditure recommended for the coming year, for consideration by Council, prior to the January meeting.
57. Interests  
**If a member has a personal interest as defined by the Code of Conduct adopted by the Council on 4 July 2012 then they shall declare such interest as soon as it becomes apparent, disclosing the existence and nature of that interest as required.**
58. **If a member who has declared a personal interest then considers the interest to be prejudicial, they must withdraw from the room or chamber during consideration of the item to which the interest relates.**
59. Deleted (Wales only).
60. **The Clerk may be required to compile and hold a register of member's interests in accordance with agreement reached with the Monitoring Officer of the Responsible Authority and/or as required by statute.**
61. If a candidate for any appointment under the Council is to their knowledge related to any member of or the holder of any office under the Council, they and the person to whom they are related shall disclose the relationship in writing to the Clerk. A candidate who fails so to do shall be disqualified for such appointment and, if appointed, may be dismissed without notice. The Clerk shall report to the Council or to the appropriate committee any such disclosure. Where a relationship to a member is disclosed, Standing Orders 57, 58 and 59 shall apply as appropriate.
62. The Clerk shall make known the purpose of Standing Order 61 to every candidate.

63. Canvassing of and Recommendations by Members
- 1) Canvassing of members of the Council or of any committee, directly or indirectly, for any appointment under the Council shall disqualify the candidate for such appointment. The Clerk shall make known the purport of this subparagraph of this Standing Order to every candidate.
  - 2) A member of the Council or of any committee shall not solicit for any person any appointment under the Council or recommend any person for such appointment or for promotion; but, nevertheless, any such member may give a written testimonial of a candidate's ability, experience or character for submission to the Council with an application for appointment.
64. Standing Order Nos. 61 & 63 shall apply to tenders as if the person making the tender were a candidate for an appointment.
65. Inspection of Documents  
A member may for the purpose of their duty as such (but not otherwise), inspect any document in possession of the Council or a committee and if copies are available shall, on request, be supplied for the like purpose with a copy.
- 66. All minutes kept by the Council and by any committee shall be open for the inspection of any member of the Council.**
67. Unauthorised Activities  
No member of the Council or of any committee or sub-committee shall in the name of or on behalf of the Council:
- a) Inspect any lands or premises which the Council has a right or duty to inspect;  
or
  - b) Issue orders, instructions or directions.
- Unless authorised to do so by the Council or the relevant committee or sub-committee.
68. Admission of the Public and Press to Meetings  
**The public and press shall be admitted to all meetings of the Council and its committees and sub-committees, which may, however, temporarily exclude the public by means of the following resolutions: -**  
"That in view of the [special] [confidential] nature of the business about to be transacted, it is advisable in the public interest that the press and public be temporarily excluded and they are instructed to withdraw"
69. The Council shall state the special reason for exclusion.
70. At all meetings of the Council the Chair may at their discretion and at a convenient time in the transaction of business, adjourn the meeting so as to allow any members of the public to address the meeting in relation to the business to be transacted at that meeting.
71. The Clerk shall afford to the press reasonable facilities for the taking of their report of any proceedings at which they are entitled to be present. There shall be no audio or video recording or photographs of the meeting without the express approval of the Council.

72. If a member of the public interrupts the proceedings at any meeting, the Chair may, after warning, order that they be removed from the meeting and may adjourn the meeting for such period as is necessary to restore order.

**73. Confidential Business**

**No member of the Council or of any committee or sub-committee shall disclose to any person not a member of the Council any business declared to be confidential by the Council, the committee or the sub-committee as the case may be.**

Any member in breach of the provisions of this Standing Order shall be removed from any committee or sub-committee of the Council by the Council.

**74. Liaison with County and District Councillors**

A summons and Agenda for each meeting shall be sent, together with an invitation to attend, to the County, Borough, Unitary or District Councillor for the appropriate division or ward.

75. Unless the Council otherwise orders, a copy of each letter ordered to be sent to the County or District Council shall be transmitted to the County Councillor for the division or to the District Councillor for the ward as the case may require.

**76. Planning Applications**

The Clerk shall, refer to Council particulars of every planning application notified to the Council.

**77. Financial Matters**

The Council shall consider and approve Financial Regulations drawn up by the Responsible Financial Officer.

1) Such Regulations shall include detailed arrangements for the following:

- a) the accounting records and systems of internal control;
- b) the assessment and management of risks faced by the Council;
- c) the work of the Internal Auditor and the receipt of regular reports from the Internal Auditor which shall be required at least annually;
- d) the financial reporting requirements of members and local electors and
- e) procurement policies (subject to (2) below) including the setting of values for different procedures where the contract has an estimated value less than £50,000.

2) Any proposed contract for the supply of goods, materials, services and the execution of works with an estimated value in excess of £10,000 shall be procured on the basis of a formal tender as summarised in (3) below.

3) Any formal tender process shall comprise the following steps:

- a) a public notice of intention to place a contract to be placed in a local newspaper;
- b) a specification of the goods, materials, services and the execution of works shall be drawn up;
- c) tenders are to be sent, in a sealed marked envelope, to the Clerk by a stated date and time;

- d) tenders submitted are to be opened, after the stated closing date and time, by the Clerk and at least one member of Council;
- e) tenders are then to be assessed and reported to the appropriate meeting of Council or Committee.

4) The Council, nor any Committee, is not bound to accept the lowest tender, estimate or quote. Any tender notice shall contain a reference to the Standing Orders 61, 63 & 64 regarding improper activity.

5) The Financial Regulations of the Council shall be subject to regular review, at least once every four years.

78. Code of Conduct on Complaints

The Council shall deal with complaints of maladministration allegedly committed by the Council or by any officer or member in such manner as adopted by the Council except for those complaints which should be properly directed to the 'Standards for England' for consideration.

79. Variation, Revocation and Suspension of Standing Orders

Any or every part of the Standing Orders except those printed in **bold type** may be suspended by resolution in relation to any specific item of business.

80. A resolution permanently to add, vary or revoke a Standing Order shall when proposed and seconded, stand adjourned without discussion to the next ordinary meeting of the Council.

81. Standing Orders to be Given to Members

A copy of these Standing Orders shall be given to each member by the Clerk upon delivery to Parish Clerk of the member's declaration of acceptance of office and written undertaking to observe the Code of Conduct adopted by the Council.



## **Astley Village Parish Council**

# **FINANCIAL REGULATIONS**

## **1. General**

- 1.1 These financial regulations govern the conduct of the financial transactions of the Parish Council and may only be amended or varied by resolution of the Parish Council. Financial Regulations must be observed in conjunction with the Parish Council's Standing Orders.
- 1.2 The Parish Clerk is the Responsible Financial Officer for the Parish Council.
- 1.3 The Responsible Financial Officer (RFO), under the Policy direction of the Parish Council, shall be responsible for the proper administration of the Parish Council's financial affairs.
- 1.4 Deliberate or willful breach of these regulations by an employee may give rise to disciplinary procedures.
- 1.5 In these financial regulations, references to the Accounts and Audit Regulations or 'the regulations' shall mean the regulations issued under the provisions of section 27 of the Audit Commission Act 1998, or any superseding legislation, and then in force unless otherwise specified.

## **2. Annual Budget Estimates**

- 2.1 Any Standing Committee may formulate and submit proposals to the Parish Council in respect of Revenue and Capital costs for the following financial year not later than the end of November each year.
- 2.2 The Parish Council shall review the Budget not later than the end of January each year and shall fix the Precept to be levied for the ensuing financial year. The RFO shall issue the precept to the billing authority and shall supply each member with a copy of the approved Budget.
- 2.3 The annual Budget shall form the basis of financial control for the ensuing year.

## **3. Budgetary Control**

- 3.1 Expenditure on Revenue items may be incurred up to the amounts included in the approved budget.
- 3.2 No expenditure may be incurred which will exceed the amount provided in the revenue budget without the express authority of the Parish Council. The RFO may, with the approval of Parish Council, vire between budget subheadings.
- 3.3 The RFO shall provide the Parish Council with a statement of Income and Expenditure at each meeting, under each head of the budgets, comparing actual expenditure against the Budget.

- 3.4 The RFO may incur expenditure on behalf of the Parish Council which is necessary to carry out any repair replacement or other work which is of such extreme urgency that it must be done at once, whether or not there is any budgetary provision for the expenditure.
- 3.5 Unspent provisions in the revenue budget shall not be automatically carried forward to a subsequent year without going through the budget review and approval.
- 3.6 No expenditure shall be incurred in relation to any Capital project and no contract entered into or tender accepted involving Capital expenditure unless the Parish Council is satisfied that the necessary funds are available, or the requisite borrowing approval has been obtained.
- 3.7 All works shall be administered in accordance with the Parish Council's Standing Orders and Financial Regulations relating to contracts.

#### **4. Accounting and Audit**

- 4.1 All accounting procedures and financial records of the Parish Council shall be determined by the RFO in accordance with the Accounts and Audit Regulations, appropriate guidance and proper practices.
- 4.2 The RFO shall be responsible for ensuring completion of all accounts of the Parish Council as soon as practicable after the end of the financial year and submission to the Parish Council for approval by resolution no later than 15 June each year.
- 4.3 The RFO shall be responsible for ensuring that there is an independent, adequate and effective system of internal audit of the Parish Council's accounting, financial and other operations in accordance with proper practices. Any officer or member of the Parish Council shall, if the RFO or Internal Auditor requires, make available such documents of the Parish Council which appear to the RFO or Internal Auditor to be necessary for the purpose of the internal audit and shall supply the RFO or Internal Auditor with such information and explanation as the RFO or Internal Auditor considers necessary for that purpose.
- 4.4 An Internal Auditor, who shall be competent and independent of the operations of the Parish Council, shall be appointed by the Parish Council. The Internal Auditor will report to the Parish Council in writing as required.
- 4.5 For the avoidance of doubt, in relation to internal audit the terms 'independent' and 'independence' shall have the same meaning as is described in proper practices.
- 4.6 The RFO shall make arrangements for the exercise of electors' rights in relation to the accounts including the opportunity for inspection of the accounts required by the Accounts and Audit Regulations.

4.7 The RFO shall, as soon as practicable, bring to the attention of all Parish Councillors any correspondence or report from the Internal or External Auditor, unless the correspondence is of a purely administrative nature.

## **5. Banking Arrangements and Cheques**

5.1 The Parish Council's banking arrangements shall be made by the RFO and approved by the Parish Council. Banking arrangements may not be delegated to a Committee. They shall be regularly reviewed for safety and efficiency.

5.2 A schedule of the payments shall be prepared by the RFO for approval by the Parish Council. All payments will be authorised by two Parish Councillors.

## **6 Payment of Accounts**

6.1 The RFO is authorised to pay all accounts, bills and payments for services required to be transacted up to a value of £500 subject to the inclusion of details of the payments made in accordance with this regulation being included on the schedule of payments made and submitted to each Council Meeting. Payments shall be effected by cheque, BACS or internet banking transfer.

6.2 The Parish Council will make safe and efficient arrangements for the making of its payments and all payments shall be effected by cheque, BACS or internet banking transfer.

6.3 If a payment exceeding £500 is necessary to be made to avoid a charge of interest under the Late Payment of Commercial Debts (Interest) Act 1998, or required under the Public Contracts Regulations 2015, the RFO may take all necessary steps to settle such invoices.

6.4 If thought appropriate by the Parish Council, payment for certain items may be made by BACS or internet banking transfer provided that the instructions for each payment are signed, or otherwise evidenced, by two authorised bank signatories, are retained and any payments are reported to Parish Council as made.

6.5 No employee or Parish Councillor shall disclose any PIN or password, relevant to the working of the Parish Council or its bank accounts, to any person not authorised in writing by the Parish Council.

6.6 The Parish Council, and any members using computers for the Parish Council's financial business, shall ensure that anti-virus, anti-spyware and firewall software with automatic updates, together with a high level of security, is used.

6.7 Access to any internet banking accounts will be directly to the access page (which may be saved under "favourites"), and not through a search engine or e-mail link. Remembered or saved passwords facilities must not be used on any computer used for Parish Council banking work. Breach of this Regulation will be treated as a very serious matter under these regulations.

- 6.8 All invoices for payment shall be examined, verified and coded by the RFO who shall satisfy him/herself that the work, goods or services to which the invoice relates shall have been received, carried out, examined and approved.
- 6.9 The RFO shall scrutinise invoices in relation to arithmetical accuracy and coding shall post them to the appropriate expenditure heading. The RFO shall approve the invoices for payment.

## **7 Payment of Salaries**

- 7.1 The payment of salaries shall be made in accordance with payroll records and the rules of PAYE and National Insurance currently operating, and salaries shall be as agreed by Parish Council.
- 7.2 Payment of salaries and payment of deductions from salary such as may be made for tax, national insurance and pension contributions, may be made in accordance with the payroll records and on the appropriate dates.

## **8 Loans and Investments**

- 8.1 All loans and investments shall be negotiated in the name of the Parish Council.
- 8.2 All loans and investments shall be in accordance with relevant regulations, proper practice and guidance, and shall be reviewed on a regular basis.
- 8.3 All investments and money under the control of the Parish Council shall be in the name of the Parish Council.
- 8.4 All borrowings shall be effected in the name of the Parish Council, after obtaining the necessary borrowing approval. Any application for borrowing approval shall be approved by Parish Council as to terms and purpose.
- 8.5 All investment certificates and other documents relating thereto shall be retained in the custody of the RFO.

## **9. Income**

- 9.1 The collection of all sums due to the Parish Council shall be the responsibility of and under the supervision of the RFO.
- 9.2 All sums found to be irrecoverable and any bad debts shall be reported to the Parish Council and shall be written off in the year.
- 9.3 All sums received on behalf of the Parish Council shall be banked intact as directed by the RFO. In all cases, all income shall be deposited with the Parish Council's bankers with such frequency as the RFO considers necessary. Personal cheques shall not be cashed out of money held on behalf of the Parish Council.

- 9.4 The RFO shall ensure that any VAT Return that is required is promptly completed. Any repayment claims due in accordance with VAT Act 1994 section 33 shall be made quarterly.
- 9.5 Where any significant sums of cash are received by the Parish Council, the RFO shall take such steps as are necessary to ensure that more than one person is present when the cash is counted in the first instance, and that appropriate care is taken in the security and safety of individuals banking such cash.

## **10. Orders for Works, Goods and Services**

- 10.1 A Purchase Order, letter or email shall be issued for all work, goods and services unless a formal contract is prepared or an official order would be inappropriate. Copies of orders shall be retained.
- 10.2 A Parish Councillor may not issue a purchase order or make any contract on behalf of the Parish Council.
- 10.3 Regard shall be had at all times to obtaining value for money, good quality and reliable workmanship in the provision of goods and services for the Parish Council.

## **11. Contracts**

- 11.1 Procedures as to contracts are laid down as follows:

11.1.1 Every contract shall comply with these Financial Regulations and no exceptions shall be made other than in an emergency as described at Regulation 3.5 provided that these Regulations shall not apply to contracts which relate to items 1 to 5 below.

1. For the supply of gas, electricity, water, sewerage and telephone services.
2. For specialist services such as provided by solicitors, accountants, surveyors and planning consultants.
3. For work to be executed, or goods/materials to be supplied which consist of repairs to or parts for existing machinery or equipment or plant.
4. For work to be executed or goods or materials to be supplied which constitute an extension of an existing contract by the Parish Council.
5. For goods or materials proposed to be purchased which are proprietary articles and/or are only sold at a fixed price.
6. for additional audit work of the external Auditor up to an estimated value of £250 (in excess of this sum the RFO shall act after consultation with the Chair);

11.1.2 When applications are made to waive financial regulations relating to contracts to enable a price to be negotiated without competition the reason shall be embodied in a recommendation to the Parish Council.

11.1.3 Such invitation to tender shall state the general nature of the intended contract and the RFO shall obtain the necessary technical assistance to prepare a specification in appropriate cases. The invitation shall in addition state that tenders must be addressed to the RFO in the ordinary course of post. Each tendering firm shall be supplied with a specifically marked envelope in which the tender is to be sealed and remain sealed until the prescribed date for opening tenders for that contract.

11.1.4 All sealed tenders shall be opened at the same time on the prescribed date by the RFO in the presence of at least one Parish Councillor. Those present shall sign and date a list of those tenders received.

11.1.7 Routine orders for the supply of goods and maintenance covered by the estimates shall be placed by the Parish Clerk or appropriate officer, together with orders for urgent repairs to the Parish Councils assets, regarding which he/she shall consult the Chair.

11.1.8 In the case of contracts at an estimated cost of less than £2,000 it shall be in the discretion of the Parish Council whether to obtain competitive quotations in any particular case.

11.1.9 For contracts at an estimated cost of £2,000 or more, but less than £10,000 three competitive quotations shall usually be obtained, and in the case of contracts costing £10,000 or more, public notice inviting tenders shall be given in one or more newspapers circulating in the district. The Committee may also resolve to invite tenders by newspaper advertisement in other cases, if thought desirable.

11.1.10 If less than three tenders are received for contracts above £10,000 or if all the tenders are identical the Council may make such arrangements as it thinks fit for procuring the goods or materials or executing the works.

11.1.11 The requirements regarding tendering may be waived by the Council, if so resolved in any particular case, the reasons for which shall be stated in the Minutes.

11.1.12 The Parish Council shall not be obliged to accept the lowest or any tender, quote or estimate.

## **12. Payments Under Contracts for Building or Other Construction Works**

12.1 Payments on account of the contract sum shall be made by the RFO within the time specified in the contract, upon receipt of authorised certificates of the architect or other consultants engaged to supervise the contract (subject to any percentage retention as may be agreed in the particular contract).

12.2 Where contracts provide for payments by instalments the RFO shall maintain a record of all such payments. In any case where it is estimated that the total cost of the work carried out under contract, excluding agreed variations, will exceed the contract sum by 5% or more a report shall be submitted to the Parish Council.

- 12.3 Any variation, addition to, or omission from, a contract must be approved by the RFO to the Contractor in writing, the Parish Council being informed where the final cost is likely to exceed the financial provision.

### **13 Assets, Properties and Estates**

- 13.1 The Parish Clerk shall make appropriate arrangements for the custody of all title deeds of properties owned by the Parish Council and shall ensure a record is maintained of all properties owned by the Parish Council, recording the location, extent, plan, reference, purchase details, nature of the interest, tenancies granted, rents payable and purpose for which held in accordance with the Accounts and Audit Regulations.
- 13.2 No property shall be sold, leased or otherwise disposed of without the authority of the Parish Council, together with any other consents by law, save where the estimated value of any one item of tangible movable property does not exceed £500, in which case the RFO may make the decision to dispose.
- 13.3 The RFO shall ensure that an appropriate and accurate Register of Assets and Investments is kept up to date. The continued existence of tangible assets shown in the Register shall be reviewed annually.

### **14 Insurance**

- 14.1 Following an annual risk assessment, the RFO shall effect all insurances and negotiate all claims on the Parish Council's insurers.
- 14.2 The RFO shall keep a record of all insurances effected by the Parish Council and the property and risks covered thereby and annually review it.
- 14.3 The RFO shall be notified of any loss, liability, damage or any event likely to lead to a claim, and shall report these to Parish Council at the next available meeting.
- 14.4 All appropriate employees and members of the Parish Council shall be included in a suitable Fidelity Guarantee insurance which shall cover the maximum risk exposure as determined by the Parish Council.

### **15. Risk Management**

- 15.1 The Parish Council is responsible for putting in place arrangements for the management of risk. Annually, the RFO shall carry out Risk Assessment using a robust, proportionate and appropriate method, across all activities of the Parish Council. The Risk Management Policy shall be reviewed by the Parish Council annually.

### **16. Revision Of Financial Regulations**

- 16.1 It shall be the duty of the Parish Council to review the Financial Regulations of the Parish Council from time to time. The RFO shall make arrangements to monitor changes in legislation or proper practices and shall advise the Parish Council of any requirement for a consequential amendment to these Financial Regulations.



# **Astley Village Parish Council**

## **Scheme of Delegation**

This Scheme of Delegation authorises the Proper Officer and Responsible Financial Officer (which may be one and the same person), Standing Committees and Sub-committees of the Parish Council to act with delegated authority in the specific circumstances detailed.

## **1. Proper Officer and Responsible Financial Officer – Duties and Powers**

### **1.2 Responsible Financial Officer**

The Parish Clerk shall be the Responsible Financial Officer to the Parish Council and shall be responsible for the Parish Councils accounting procedures in accordance with the Accounts and Audit Regulations in force at any given time.

## **2. Proper Officer**

2.1 The Parish Clerk shall be the Proper Officer of the Parish Council and as such is specifically authorised to:

- To receive declarations of acceptance of office.
- To receive and record notices disclosing interests at meetings.
- To receive and retain plans and documents.
- To sign notices or other documents on behalf of the Council.
- To receive copies of bylaws made by another local authority.
- To certify copies of bylaws made by the Council.
- To sign and issue the summons to attend meetings of the Council.
- To keep proper records for all Council meetings.

2.2 In addition, the Parish Clerk has the delegated authority to undertake the following matters on behalf of the Parish Council:

- The day-to-day administration of services, together with routine inspection and control.
- Day to day supervision and control of all staff employed by the Parish Council.
- Where a decision is required to be taken on grounds of urgency, the Parish Clerk in consultation with the Chair will be authorised to take that decision on behalf of the Parish Council.
- The Parish Clerk is authorised to pay all accounts, bills and payments for services required to be transacted up to a value of £500 subject to the inclusion of details of the payments made in accordance with this regulation being included on the schedule of payments made and submitted to each Council Meeting. Payments shall be effected by cheque, or BACS or other order drawn on the Council's bankers.
- The Parish Clerk may incur expenditure on behalf of the Parish Council which is necessary to carry out any repair replacement or other work which is of such extreme urgency that it must be done at once, whether or not there is any budgetary provision for the expenditure. The Parish Clerk shall report the action to the Parish Council as soon as practicable thereafter.

## **3. Delegated Powers re Planning Delegation**

Planning applications shall be received by the Parish Clerk who will provide details to Parish Councillors. Where time permits, such applications will be included on the Parish Council Summons and considered at the next meeting of the Parish

Council. Where this is not possible and there is a consensus of views between Parish Councillors, the Parish Clerk shall be delegated to inform Chorley Borough Council of the views of the Parish Council.

Delegated actions of the Parish Clerk shall be in accordance with Standing Orders, Financial Regulations and this Scheme of Delegation and with directions given by the Parish Council from time to time.

#### **4. Parish Council**

4.1 The following matters are reserved to the Parish Council for decision, notwithstanding that the appropriate Committee(s) may make recommendations thereon for the Parish Council's consideration.

- Setting the Precept.
- Borrowing money.
- Making, amending or revoking Standing Orders, Financial Regulations or this Scheme of Delegation.
- Making, amending or revoking By-laws.
- Making of Orders under any Statutory powers.
- Matters of principle or policy.
- Nomination and appointment of representatives of the Parish Council to any other authority, organisation or body (excepting approved Conferences or meetings).
- Any proposed new undertakings.
- Prosecution or defence in a court of law.
- Nomination or appointment of representatives of the Parish Council at any inquiry on matters affecting the Parish, excluding those matters specific to a Committee.
- Approving the annual return.
- Confirming eligibility to exercise the General Power of Competence
- Terminate a contract of employment, unless the situation which has arisen is a matter of urgency or serious enough that employment could not continue, such as a Health & Safety violation, serious or gross misconduct, etc. The normal procedure is for the Personnel Committee to take a recommendation to full Parish Council.
- To approve pay increments but does have the authority to discuss and make recommendations to full Parish Council at precept or other suitable times.
- To create employment positions but can make recommendations to full Parish Council for a course of action or future plan.

#### **5. Committees and Sub-Committees**

5.1 Standing Committees and Sub-committees but they may be formed by resolution of the Parish Council at any time and delegated powers may be decided upon at the time the Sub-committee is formed by means of a Minute detailing the Terms of Reference.

**5.2 Personnel Committee** shall have delegated powers to deal with all personnel, employment, and recruitment issues, with reports and recommendations made to full Parish Council if necessary. In cases of emergency that will not wait until the next full Parish Council Meeting, the Committee will have full powers to act on behalf of the Parish Council.

Any decision made, or course of action taken by the Committee must be made in the best interest of the Council and Parishioners.

The Committee has the authority to deal with the following:

- Working practices
- Problems reported by staff.
- Disciplinary matters
- Complaints & Grievances
- Pay & Conditions.
- Advertise for and recruit staff as approved by full Parish council.
- Recommend changes in staffing.
- Ensure all current employment legislation is met.
- To review and maintain all HR policies/documents.
- To review the Parish Council's Social Media Policy
- Any other action as directed by full Parish Council.

#### Membership

In accordance with Standing Order 43, the Vice-Chair shall be an ex-officio voting members of the Personnel Committee making the total membership of the Committee 4 members. Additional member(s), including lay member(s), with relevant professional experience may be co-opted, but such member(s) will not have voting rights.

Membership of the Personnel Committee shall be decided and appointed annually at the Parish Council's Annual Meeting, in accordance with the Standing Order 42. If a vacancy occurs, additional members may be elected/co-opted as per the Council's Standing Orders.

The Chair of the Parish Council will not be a member of the Personnel Committee to enable them to undertake the annual appraisal of the Parish Clerk and chair and Personnel Appeals Panel.

#### Procedure Rules

The Committee will adhere to the Procedure Rules set out in the Annex to the Scheme of Delegation.

**5.3 Disciplinary/Grievance Panel** will be a meeting of the Personnel Committee, chaired by a member of that Committee not involved in the investigation.

**5.4 Personnel Appeals Panel** is delegated to make decisions on the behalf of the Council in the following matters:

- Appeals against decisions made by the Personnel Committee in Grievance, Disciplinary and Capability matters.
- Dealing with Appeals to a final conclusion, only reporting to Parish Council the actions it has taken at the end of the process.

Where possible the Chair of the Parish Council will hear the appeal with two Parish Councillors not involved in the grievance meeting conducted by the Personnel Committee.

## **6. Delegation – Limitations**

6.1 Committees and Sub Committees shall, at all times, act in accordance with the Councils Standing Orders, Financial Regulations and this Scheme of Delegation and, where applicable, any other rules, regulations, schemes, statutes, By-laws or orders made and with any directions given by the Parish Council from time to time.

## **7. Working Groups**

### 7.1 General Purposes Working Group

The General Purposes Working Group will progress schemes determined by the Parish Council which have not been delegated to another Committee/Working Party. Membership will be determined at the Annual Meeting of the Parish Council and additional member(s), including lay member(s), with relevant professional experience may be invited to meetings of the Working Group where appropriate. The Chair and will be elected by the members of the Working Group at its first meeting after the Annual Meeting of the Parish Council. The frequency of meetings will be determined by the Chair subject to the number of meetings not exceeding six in any twelve-month period and meetings will normally be held virtually. The Parish Clerk will be invited to all meetings.

### 7.2 Village Development Working Group

The Village Development Working Group will progress schemes within the Parish Development Plan which have not been delegated to another Committee/Working Party. Membership will be determined at the Annual Meeting of the Parish Council and additional member(s), including lay member(s), with relevant professional experience may be invited to meetings of the Working Group where appropriate. The Chair and will be elected by the members of the Working Group at its first meeting after the Annual Meeting of the Parish Council. The frequency of meetings will be determined by the Chair subject to the number of meetings not exceeding six in any twelve-month period and meetings will normally be held virtually. The Parish Clerk will be invited to all meetings.

## **Annex**

### **Procedure Rules to be applied to Committees**

#### Chair

The Chair and Vice-Chair of the Committee will be elected annually by the members of the committee at its first meeting after the Annual Meeting of the council in accordance with Standing Order 43.

#### Frequency of Meetings

In accordance with Standing Order 35, the Chair of a Committee or the Chair of the Parish Council may summon an additional meeting of that committee at any time. An additional meeting shall also be summoned on the requisition in writing of not less than a quarter of the members of the committee. The summons shall set out the business to be considered at the special meeting and no other business shall be transacted at that meeting. The Personnel Committee will meet at least one a year (usually in October/November).

#### Minutes

The Parish Clerk will issue the agenda to attend all Committee meetings and provide the legal public notice of all meetings. Minutes will be published on the Parish Council website and submitted to the full Parish Council Meeting for information.

(Personnel Committee only)

All meetings will be minuted by the Clerk unless the Clerk is the subject of the matter under consideration.

In relation to Grievances and Disciplinary Proceedings, the Parish Council will appoint an independent advisor to support the process including attending all meetings and be responsible for maintaining written records of the nature of the grievance raised, the employer's response, action taken (with reasons), details of any appeal and subsequent developments to be retained and kept.

The Chair of the Personnel Committee will present a confidential report to the full Parish Council Meeting setting out and confidential information in support of the decisions/recommendations of the Personnel Committee.

#### Quorum

Standing Order 48 states that "except where ordered by the Parish Council in the case of a committee the quorum of a committee or sub-committee shall be one-half of its members" The Parish Council Meeting has determined that a quorum will be reached with a minimum of 3 Councillors.

#### Confidentiality

All members must preserve confidentiality of discussions held under Part II of any meeting.

#### Accountability

The Chair will be responsible for reporting recommendations/actions of the Committee to the full Parish Council.



# Astley Village Parish Council

<b>Title</b>	<b>Parish Clerk Report</b>					
<b>Report of</b>	<b>Parish Clerk &amp; Responsible Financial Officer</b>					
<b>Date</b>	<b>10 May 2023</b>					
<b>Type of Paper</b>	<b>Decision</b>		<b>Discussion</b>		<b>Information</b>	<b>X</b>

## Purpose of Report

To provide an update on ongoing projects, work outstanding and activities since the last meeting of the Parish Council.

## Key Issues

### Parish Election 2023

The election for Astley Village Parish Council is uncontested as there were only nine candidates and therefore there will be no election on 4 May 2023. Terms of office start and end four calendar days after the day of the original election. So new Councillors will take office on 8 May 2023.

### “RESULT OF UNCONTESTED ELECTION

I, being the Returning Officer Chris Sinnott, do hereby certify that at the Election of Parish Councillors for the above mentioned (Astley Village), the following persons stood validly nominated at the latest time for the delivery of notices of withdrawal of candidature, namely Noon on the 4 April 2023, and were duly elected Parish Councillors for the said without contest:

- Ashton, KEITH JAMES
- Barraclough, EMMA JANE
- FRASER, RODERICK DUNCAN (Known as ROD FRASER)
- LYNCH, MATTHEW JOHN
- MCANDREW, JOHN
- MURDOCH, EDWARD
- SHARPLES, GILLIAN FRANCES
- SHELDON, CHRISTOPHER DANIEL ARTHUR (Known as CHRIS SHELDON)
- THOMAS, IAN CHARLES”

### **Astley Village Community Centre – Improved Community Use**

Following the meeting with Jennifer Mullin, Director of Communities on Thursday 9 February 2023 to discuss making better use of the small meeting room at the Astley Village Community Centre during the day for community use, the property Services Team have confirmed that they do not have any objections to the work and the following Schedule of Works has been provided by Chorley Borough Council:

<b>Item No</b>	<b>Description</b>	<b>£</b>
1	Make a disabled toilet. Construct a DDA toilet in the storeroom.	£909.23
2	Build a 30min fire partition wall in the storeroom to separate the room.	£1,659.11
3	Storeroom door to be replaced with DDA 30min fire door and frame.	£890.00
4	Fit an extractor fan to the disabled toilet. Vent to outside	£320.00
5	Fit a hand dryer in the disabled toilet.	£340.00
6	Remove the radiator under the window in the main room. Replace x2	£740.00
7	Install new door and frame to where window was and make good.	£3,851.00
8	Fit a new door and frame into main room.	£1,490.00
9	Paint both rooms internally. Walls magnolia, Ceiling white and woodwork white.	£1,988.04
10	Fit non-slip vinyl flooring in both rooms. Colour to be confirmed. And main room	£3,938.00
11	Outside the building create a pathway leading from road to new door.	£3,500.01
12	Move light and make good in bathroom and storeroom. Install emergency light.	£300.00
13	Install new timber window	£700.00
	<b>Total cost</b>	<b>£19,925.39</b>

**The Parish Council are invited to consider how to proceed.**

## **Pelican crossing near Buckshaw Primary School on Chancery Road and dangerous parking on Great Meadow, Chorley**

I have received the following response from Councillor Aidy Riggott regarding the concerns raised at the last meeting surrounding the pelican crossing near Buckshaw Primary School on Chancery Road:

“We have also noted your concerns surrounding dangerous parking on Great Meadow. You have raised two separate issues, which I will address in the order raised.

In light of your recent correspondence, we inspected the flashing beacons on the pelican crossing located near Buckshaw Primary School on Chancery Road. As a result of this inspection, we have raised an order to replace these beacons, and we plan to do so as soon as possible.

Unfortunately, we are not considering any new requests for additional street lighting or any increased levels of lighting. Our current priority is to maintain the existing streetlights on our network, and to replace any structurally defective columns for safety reasons. However, we will continue to monitor the street lighting at this location to ensure it remains adequate.

I should also explain that our records do not show any history of misuse involving crossing outside of the formal area. However, we have noted from your recent correspondence concerns surrounding the visibility of approaching pedestrians due to flowers/ grass during bloom periods. In light of this, we feel it would be more appropriate for us to trim the flora on the direct approach. With this in mind, we have raised an order to inspect and trim any overgrown vegetation at this location, and we plan to do so as soon as possible.

With regard to your concerns surrounding parking on Great Meadow, although sporadic, we did observe parking along the length of this road. However, this did not appear to represent an issue for traffic using this 20mph road, and visibility was maintained to identify any approaching conflicts.

Despite this, we do acknowledge that our visits only reveal a snapshot of certain timeframes, and that parking behaviour may vary with individual instances of inappropriate behaviour occurring from time to time. Where this is the case, we suggest residents report this to the Police on their non-emergency number 101. Alternatively, they can report this through the Lancashire Constabulary website, ideally with a record of the registration numbers of the vehicles and/or photographic evidence.

This is because only the Police can issue penalties in areas where no parking restrictions exist, under the Road Traffic Act. In instances where parking is of a repetitive residential nature, the Police can often deliver a timely resolution without incurring an additional impact on surrounding parking availability.”

## **Chorley Flower Show Confirmation**

Chorley Borough Council have confirmed that the Parish Council has been accepted to trade at the show and a table one will be provided free of charge on the day.

## Rent Increases – Places for People

At the last meeting, it was reported that Places for People had confirmed a rent increase for tenants of 7.5% and it was understood there had been no consultation with tenants. It was suggested that the Chorley North and Astley Ward Borough Councillors be requested to raise this increase with Places for People on behalf of the Parish Council in view of the current rising cost of living. Below is the response I have received by the Chorley North and Astley Ward Borough Councillors:

“Customers’ rent will change from 1 April 2023 for monthly tenancies and 3 April 2023 for weekly tenancies. Note: Some customers will not have a rent review in April 2023. Those with Secure tenancy types have a rent review on the two-year anniversary of their tenancy and those with fixed term 12-month tenancies will have a rent review on their tenancy anniversary.

On 17 November 2022, the Government confirmed that social rents will be capped at 7% in April 2023, to avoid rent increases of around 11% under the original policy and most of our customers will see their rent increase by 7% in April 2023.

Please note under the Rent Standard some exemptions to the above apply, such as specialised supported accommodation and temporary accommodation, and for these, a very small number of Places for People Living Plus /Cotman Supported and Sheltered customers will receive a RPI (Rental Price Index) + 1% increase in their rent charge in April 2023 (equivalent to 11.1%).

Customers are informed of the changes by letter 28 days beforehand.”

## Astley Village Garden of Reflection

A commemorative plaque to mark the coronation of King Charles III will be included in addition to plaques on the three benches commemorating Queen Elizabeth II Golden, Diamond and Platinum Jubilees and a plaque commemorating her life being placed against one of the new trees planted at the Astley Village Garden of Reflection.



Chorley Borough Council have received the following quotation from Poppy Signs Ltd for the design, manufacture and installation (2mm Aluminium Anoprinted Plaques).

- 3 at 290mm x 150mm and Oval Cut
- 2 at 290mm x 290mm and Circle Cut
- Installation on site

£666.02 (excluding of VAT)

**The Parish Council are recommended to approve the above expenditure to enable the plaques to be ordered and installed as soon as possible.**

**Neighbourhood Priorities 2023/24 – Improvements to the footpath from Buckshaw Primary School to Great Meadow.**

Following discussions at the Neighbourhood Area Meeting (NW Parishes and Chorley North) meeting, it was agreed that the footpath improvements project would be put forward as one of four neighbourhood priorities and up to £2,000 had been allocated towards the project.

Lindsey Blackstock, Open Space Strategy Officer at Chorley Borough Council has been provided the following estimates for the cost of improving the footpath from Buckshaw Primary School to Great Meadow to enable the Parish Council can consider allocating funding to the project at the meeting.

CCNW - £6,625.64.

Landscape Engineering - £4,518.

Andy Hart - £4,422.

Landscape Engineering are the company who did the recent work at the Astley Village Garden of Reflection.

**The Parish Council are requested to consider the estimates and allocate funding to support the scheme.**

**Experimental Traffic order To Make Chancery Road One Way**

Mr Peter O'Neill, Events Team Leader, Chorley Borough Council has provided the following update on the one-way order for events:

“We applied to close the road as we have done previous with Lancashire County Council, only for them to inform us that they had made an error in allowing us to do this previous and we couldn't do this with them but advised us to use the Council's own legal powers. We followed this instruction but have now been informed that our Legal team do not have the power to do this. They are currently seeking advice off Lancashire County Council on what powers can be used to do this.

I just wanted to update you on this to keep you informed, we will obviously keep you informed with any further developments.”

**New Signage for West Way Nature Reserve**

Works to West Way Nature Reserve have been completed.

A meeting took place on Wednesday 29 March 2023 to consider what signage or interpretation should be installed. An update will be provided by Councillor Emma Barraclough at the meeting.

### **Floodlights on the West Way Sports Hub**

At the last meeting it was reported that there was a floodlight on each of two stanchions at the West Way Sports Hub which were directly in the vision of car drivers, driving either way around Great Meadow which were blinding drivers and impairing their vision. It was suggested that the angle of the floodlights be adjusted.

It is hoped to provide an update at the meeting on 10 May 2023.

### **Play Area and Path at West Way Sports Hub**

The works on site seem to be progressing well and the contractor has given Chorley Borough Council a date of 30 May 2023 for handover of the play area at West Way (subject to weather etc). Chorley Borough Council's communications team will be in touch in the next couple of weeks to discuss a potential opening event.

### **Community Grants**

In May 2022, the Parish Council made a community grant of £264 to Friends of Astley Park to create a path skirting the edge of Dog Trap Wood.

The Friends of Astley Park have now confirmed that the work on completing the additional paths project in the Park is now complete and they are about to make the final payments to the contractors. Funding was also provided by Lancashire Environmental Fund and Chorley Council.

The funding provided by the Parish Council was used to purchase a number of information leaflet distribution containers and special corrosion resistant paint for the information boards at a total cost of £163.30.

The Friends of Astley Park have requested them to retain the remaining £96.70 to spend on other projects in the Park for the benefit of its' users. One possible example is to put it toward the purchase of two bat detectors (cost circa £140) to be used by members of the public who attend our bat talk/walk evenings.

**The Parish Council are invited to consider the request from the Friends of Astley Park.**

### **Publication of Parish Councillor Information**

At present, Councillors are asked to complete a "Councillor Contact Details Form" when elected/ co-opted onto the Parish Council. The form states that "as a Councillor your contact details will be displayed on the parish noticeboards, the website and published in the newsletter, to ensure that the correct details are used and your preferences of contact are observed, can you complete the form below."

This form provides the option to confirm what name the councillor would like to be addressed by full address and postcode and their contact numbers (home, mobile, other numbers) and indicate which they would prefer to be used for the publications above and/or if you would prefer the Clerk to contact them on a different number.

The form also asks for an email address and the form makes it clear that this will not be published or passed out to residents. The Parish Council agreed on 2 September 2020 “that all Parish Councillors be provided with ‘avpc.org.uk’ email addresses which should be used for all Parish Council business for the reasons detailed in the report”. This decision was reviewed on 8 September 2021 and it was agreed to continue to provide Parish Councillors with ‘avpc.org.uk’ email addresses but that a further review be undertaken in 12 months.

It has been the practice to publish the name provided, the street on which they live, a contact number (where appropriate), an email address (usually Councillor XXXX@avpc.org.uk) and a photograph to enable residents to identify what the councillors look like.

A request has been received from a Councillor to include a photograph other than themselves on the Parish Council website alongside their contact details. A copy of the image will be provided at the meeting.

**The Parish Council are requested to adopt criteria for photographs to be used on the parish noticeboards, the website and published in the newsletter or any other publications and review the contact information currently published.**

**The Parish Council are recommended to agree to continue to provide Parish Councillors with ‘avpc.org.uk’ email addresses.**

The Parish Clerk has approved the following expenditure in accordance with Standing Order 16.2:

- ICO – Annual Registration £40.00 (including VAT)
- Microsoft - Microsoft 365 Personal £59.99

### **Action required by the Parish Council**

To note the report and consider the recommendations in the report.



**AGENDA ITEM 13(ii)**

# Astley Village Parish Council

<b>Title</b>	<b>Planning Issues Relevant to the Village</b>					
<b>Report of</b>	<b>Parish Clerk</b>					
<b>Date</b>	<b>10 May 2023</b>					
<b>Type of Paper</b>	<b>Decision</b>		<b>Discussion</b>		<b>Information</b>	<b>X</b>
<b>Purpose of Report</b>						
To consider any planning issues relevant to the village.						
<b>Key Issues</b>						
<p>The Parish Council has been consulted on the following planning application received by Chorley Borough Council:</p> <p>a single storey rear/side extension and replacement of existing flat roof with new pitched roof to existing rear extension and garage at 1 Long Croft Meadow, Astley Village, Chorley, PR7 1TR (Reference: 23/00177/FULHH). The deadline for any representations was 24 March 2023.</p>						
<b>Action required by the Parish Council</b>						
To note the report.						

**FINANCIAL POSITION - SUMMARY 10 May 2023**  
**Financial Year 2023/24 (1 April 2023 to 31 March 2024)**

			£
<b>Receipts and Expenditure Account</b>			
<b>Receipts</b>			
Precepts			20,543.00
Grant			3,877.00
Refunds			-
Other			-
Bank Interest (Barclays)			-
Dividend (Unify Credit Union)			-
Advertisements			-
VAT on Receipts/Recovered			-
<b>Total Receipts</b>			<b>24,420.00</b>
<b>Expenditure Total</b>			
			<b>1,705.76</b>
<b>Income &amp; Expenditure Reconciliation</b>			
Balance Brought Forward at 1 April 2023			80,586.00
Add: total receipts to date		+	-
Less: total expenditure to date		-	1,705.76
<b>Balance</b>			<b>78,880.24</b>
<b>Bank Reconciliation</b>			
Community Account (chequeing account)	30/04/23	+	5,000.00
Business Premium Account	30/04/23	+	69,547.16
Unify Credit Union deposit	01/04/23		5,438.46
Less unrepresented cheques/ET/SO		-	1,105.38
Plus uncleared credits		+	
			<b>78,880.24</b>
<b>Unrepresented cheques/SO/Payments</b>			
May/June			1105.38
			<b>1105.38</b>
<b>Uncleared Incomes</b>			
			<b>0.00</b>

PAYMENTS TO BE APPROVED

May/June 2022

Date	Creditor	Description	Cheque No	Total	Vat	Net
06/05/23	Employee 4	Reimbursements (March 2023)	EB	77.50		77.50
06/05/23	Employee 4	Reimbursements (April 2023)	EB	27.10		27.10
01/05/23	Easy Web Sites	Monthly rental	DD	66.00	11.00	55.00
23/05/23	Zoom	Zoom Subscription (May 2023)	EB	15.59	2.60	12.99
13/05/23	Employee 4	Salary (May 2023)	EB	335.20		335.20
13/05/23	HMRC	Tax (May 2023)	EB	83.60		83.60
01/06/23	Easy Web Sites	Monthly rental	DD	66.00	11.00	55.00
23/06/23	Zoom	Zoom Subscription (June 2023)	EB	15.59	2.60	12.99
15/06/23	Employee 4	Salary (June 23)	EB	335.20		335.20
15/06/23	HMRC	Tax (June 2023)	EB	83.60		83.60
				<b>1,105.38</b>	<b>27.20</b>	<b>1,078.18</b>

**BUDGET REPORT – 10 May 2023**  
**Financial Year 2023/24 (1 April 2023 to 31 March 2024)**

Budget Heading		Budget Sub-Heading	Total Budget (£)	Spend to date (ex vat) (£)	Income (£)	Budget Remaining (£)
<b>01 - ADMINISTRATION</b>	01-1	Room Hire/ Zoom Subscription	250.00	38.97		211.03
	01-2	Office/Sundry	1,000.00	89.99		910.01
	01-3	Insurance	450.00	-		450.00
	01-4	Auditors/Accounts	300.00	-		300.00
	01-5	Election/By-Election/Polls	7,000.00	-		7,000.00
	01-6	Employee Costs (Salary, Training etc)	5,750.00	1,361.00		4,389.00
	01-7	Employee Contingency	1,000.00	-		1,000.00
	01-8	IT/Website	1,000.00	165.00		835.00
<b>02 - COUNCIL</b>	02-1	Newsletter/Publications	1,500.00	-		1,500.00
	02-2	Village Caretaker	-	-		-
	02-3	Councillor Training	500.00	-		500.00
	02-4	Grant Awards/Local Projects and Groups	2,500.00	-		2,500.00
<b>03 - VILLAGE DEVELOPMENT PLAN</b>	03-1	Lighting of Christmas Tree/Christmas Event	800.00	-		800.00
	03-2	Village Improvements (Additional Seating)	7,000.00	-		7,000.00
	03-3	Improve Village Centre & Enhance Village Green	1,000.00	-		1,000.00
	03-4	Planter Scheme (including maintenance)	860.00	-		860.00
	03-5	Tree Planting and Maintenance	500.00	-		500.00
	03-6	Wildflower Meadows/Corridors	500.00	-		500.00
	03-7	West Way Nature Reserve	-	-		-
	03-8	Astley Village Community Garden of Reflection	-	-		146.00
	03-9	Astley Village Community Centre - Increase community use of the building	10,000.00	-		10,000.00
	03-10	Refurbishment of existing Gateway Signs	1,000.00	-		1,000.00
	03-11	Road Safety (Maintenance of SPIDs)	500.00	-		500.00
	03-12	Grant - Astley Hall (Restoration of Picture)	-	-		-
	03-13	Play area and path at West Way Sports Hub	35,000.00	-		35,000.00
	03-14	Improving Community Engagement and Raising the Profile of the Parish Council	5,000.00	-		5,000.00
<b>04 - GENERAL RESERVE</b>	04	General Reserve	20,000.00	-		20,000.00
Balance Carried Forward from 2022/23	80,586.00					
<b>TOTALS</b>			<b>103,410.00</b>	<b>1,654.96</b>		<b>101,901.04</b>
<b>VAT to be Recovered</b>		<b>£50.80</b>				
<b>Total Spend to Date</b>				<b>1,705.76</b>		



Mr Craig Ainsworth  
 Astley Village Parish Council  
 5 Clarendon Gardens  
 Bromley Cross  
 Bolton  
 BL7 9GW

## Select for Local Councils Policy Schedule

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

Policy Number	YLL-2720445753
Insured	Astley Village Parish Council
Business	Parish / Town Council
Period of Insurance	
From	01 <sup>st</sup> June 2023
To	31 <sup>st</sup> May 2024

and any other period for which cover has been agreed.

Adjustment Premium	£ -39.61
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Premiums are inclusive of Insurance Premium Tax and/or VAT as appropriate.

Schedule Number	113815956
Long Term Agreement:	Not Applicable
Preparation Date	18 <sup>th</sup> April 2023
Prepared by	Mr Alex Kirby
Policy Form Reference	MLAACF07

### Policy Cover Declaration:

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

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

## Important information

### **Taking reasonable care**

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

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

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

Lines of Cover applying

**Part C – All Risks**
**Table Headings**

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

**Additional Items:**

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

Item Description	Sum Insured	Excess
Street Furniture	£25,725.00	£250
Solar Speed Signs	£7,000.00	£250
Office Equipment including Laptop	£1,400.00	£250

The excess stated applies to each and every loss.

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

**Part D – Money**

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

**Excess:** £50 each and every loss

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

Operative Endorsements:

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

## Part E – Public Liability

**Limit of Indemnity:** £12,000,000

**Excess:** £100 each and every claim in respect of Section 2(d)(ii)

### Operative Endorsements:

1. Environmental Clean Up Costs. The following Special Definitions are added to Section 1:

#### Clean Up Costs

- a) Testing for or monitoring of Pollution or Contamination
- b) the costs of Remediation required by any Enforcing Authority to a standard reasonably achievable by the methods available at the time that such Remediation commences.

#### Remediation

Remedying the effects of Pollution or Contamination including primary, complementary and compensatory actions as specified in the Environmental Damage (Prevention and Remediation) Regulations 2009.

#### Enforcing Authority

Any government or statutory authority or body implementing or enforcing environmental protection legislation within the territorial limits.

#### Cover

With effect from 01 July 2009 or the inception of the policy if later, the **insurer** will indemnify the **insured** in respect of all sums including statutory debts that the **insured** is legally liable to pay in respect of Clean Up Costs arising from environmental damage caused by Pollution or Contamination where such liability arises under an environmental directive, statute or statutory instrument.

Provided always that:

- a) liability arises from Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance. All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the same time such incident takes place
- b) the **insurer's** liability under this Extension shall not exceed £1,000,000 for any one occurrence and in the aggregate in any one Period of Insurance and will be the maximum the insurer will pay inclusive all costs and expenses. This limit will form part of and not be in addition to the Limit of Indemnity stated in the Schedule
- c) immediate loss prevention or salvage action is taken and the appropriate authorities are notified

## Exclusions

The **insurer** shall be under no liability:

1. in respect of Clean up Costs for **damage** to the **Insured's** land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the **insured's** care, custody or control
2. for **damage** connected with pre-existing contaminated property
3. for **damage** caused by a succession of several events where such individual event would not warrant immediate action
4. in respect of removal of any risk of an adverse effect on human health on the Insured's land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the **insured's** care, custody or control
5. in respect of costs in achieving an improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time Remediation commences
6. in respect of costs for prevention of imminent threat of environmental damage where such costs are incurred without there being Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident
7. for **damage** resulting from an alteration to subterranean stores of groundwater or to flow patterns
8. in respect of costs for the reinstatement or reintroduction of flora or fauna
9. for **damage** caused deliberately or intentionally by the **insured** or where they have knowingly deviated from environmental protection rulings or where the **insured** has knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which they are responsible
10. in respect of fines or penalties of any kind
11. for **damage** caused by the ownership or operation on behalf of the **insured** of any mining operations or storage, treatment or disposal of waste or waste products other than caused by composting, purification or pre-treatment of waste water
12. for **damage** which is covered by a more specific insurance policy
13. for **damage** caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed
14. for **damage** caused by disease in animals belonging to or kept or sold by the **insured**.

**Part G – Employers Liability**

**Limit of Indemnity:** £10,000,000

**Operative Endorsements:**

None

**Part H – Libel and Slander**

**Sum Insured**

£500,000

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

**Operative Endorsements**

None

**Part N – Fidelity Guarantee****Persons Guaranteed:**  
All members and employees**Sum Guaranteed**  
£250,000**Excess:** £100 each and every loss**Part O – Personal Accident**

Cover is limited to £500,000 any one person and £2,000,000 any one incident.

**Persons Insured:****Employees**

Capital Sum	£50,000.00
Weekly Sum	£200.00
Cover	Sections 2 and 3 - Accident and Assault Cover

**Directors/Councillors**

Capital Sum	£50,000.00
Weekly Sum	£200.00
Cover	Sections 2 and 3 - Accident and Assault Cover

**Operative Endorsement:**

1) Special Condition 4 of Section 5 is inoperative provided always that the **insurer** will not make any payment of any benefit or in respect of any expense or loss arising from any Person Insured who has attained the age of 90 years unless such expense or loss arises during the period of insurance during which the Person Insured attains the age of 90

**Part P – Legal Expenses**

**Section:**

3. Employment Disputes and Compensation Awards	Operative
4. Legal Defence	Operative
5. Property Protection and Bodily Injury	Operative
6. Tax Protection	Operative
7. Contract Disputes	Not operative
8. Statutory Licence Protection	Not operative
<b>Limit of Indemnity:</b>	£100,000

**Operative Endorsements**

## General Notes

### 1. Fair presentation of the risk

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

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

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

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

### 2. Cancellation

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

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

### 3. Bonus and fee structure

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

## Claims contact information

If you need advice on a claim, it is important that you speak to the appropriate specialist. Claims specialists are available to discuss your cover and advise you on how to make a claim. Their contact details are:

Type of Claim	Claims team	Claims contact details	
Buildings, contents including "All Risks" Items	Property Claims	Tel:	0800 028 0336
Business interruption		Email:	<a href="mailto:farnboroughpropertyclaims@uk.zurich.com">farnboroughpropertyclaims@uk.zurich.com</a>
Money		Address:	Zurich Municipal Property Claims, Zurich Financial Services, PO Box 3303, Interface Business Park, Swindon, SN4 8WF
Works in progress			
Public liability	Liability Claims	Tel:	0800 876 6984
Employers liability		Email:	<a href="mailto:fnlc@uk.zurich.com">fnlc@uk.zurich.com</a> (new claims) <a href="mailto:zmflc@uk.zurich.com">zmflc@uk.zurich.com</a> (subsequent correspondence)
Personal assault under Money			
Personal accident		Address:	Zurich Municipal Casualty Claims, Zurich House, 1 Gladiator Way, Farnborough, Hampshire, GU14 6GB (DX 140850, Farnborough 4)
Financial and administrative liability			
Professional negligence			
Hirers liability			
Fidelity guarantee			
Libel and slander			
Engineering insurance			
Engineering – Deterioration of stock			
Business travel			
Motor	Motor Claims		
		Email:	<a href="mailto:zmmotorclaimsoffice@uk.zurich.com">zmmotorclaimsoffice@uk.zurich.com</a>
		Address:	Zurich Municipal Motor Claims, PO Box 3322, Interface Business Park, Swindon, SN4 8XW
Legal Expenses	DAS Legal Claims	Tel:	0117 934 2116 (Switchboard)

## General claims procedure

This is a description of the general claims procedure you will need to follow:

1. Contact the relevant claims office, to notify the claim
2. If necessary, a claim form will be sent out to you for completion, or you will be asked to send details in writing
3. In the event of uncertainty, please call the relevant office for guidance.
4. Out of hours/Emergency Property losses - please contact 0800 028 0336
5. Track open claims on-line at: <https://www.zurich.co.uk/municipal/existing-customers>

**DAS Head and Registered Office:**

DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH  
Registered in England and Wales | Company Number 103274 Website: [www.das.co.uk](http://www.das.co.uk)  
DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority  
and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

**DAS Law Limited Head and Registered Office:**

DAS Law Limited | North Quay | Temple Back | Bristol | BS1 6FL  
Registered in England and Wales | Company Number 5417859 Website: [www.daslaw.co.uk](http://www.daslaw.co.uk)  
DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

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# Select for Local Councils

## Notice to policyholders

This document details the main changes to the updated policy wording. It does not contain a record of every amendment or those made to individual client policies. Please ensure that you read in full any documentation provided in conjunction with the updated policy wording to determine the full terms, conditions, limitations and exclusions of the policy cover.

### Helpline Services

- Addition of Risk Management Advice Line - providing free practical guidance on risk issues.

### Property Exclusions

- References to 'damage', 'business interruption' and/or 'consequential loss' within the policy level General Exclusions applying to our Property covers, and section level exclusions within our Property covers, have been replaced with 'loss, damage, cost or expense' to ensure clarity of intent.

### General conditions

#### Fair Presentation of the Risk and Change in Circumstances

- The remedies for non-compliance in the Fair Presentation of the Risk and Change in Circumstances conditions have been clarified.

#### Addition of Electronic Risks exclusion

- We have added an Electronic Risks exclusion to the General Conditions of our policy wording. This exclusion applies to all Property sections. Your Terrorism section, where purchased, already contains a similar exclusion.
- The effect of this exclusion is to exclude loss, damage, cost or expense resulting from virus or similar mechanism, hacking or denial of service attack. We have added definitions of what each of these mean to our General Definitions.

### Part A - Material Damage

#### Trace and Access limit amended

- We have amended the Trace and Access extension under this Part , increasing the limit to £25,000 any one loss and restricting it so that it also is limited to this amount in the aggregate in one period of insurance.

### Part I - Motor Vehicles

#### Electric Vehicles

- We have updated our wording to reflect the needs of electric vehicles and their users. This includes:
  - amended definitions of The Insured Vehicle and adding new definitions of Accessories and Electric Vehicle.
  - added cover for liability arising from the charging of an electric vehicle using charging cables
  - clear statement of coverage relevant to damage to the batteries of electric vehicles and the payment of claims should the battery be leased or hired.

#### Geographical Limits - Brexit change in terms of Geographical Limits and the Earthquake and Riot and Civil Commotion Exclusion

- We have updated our wordings to reflect the United Kingdom's withdrawal from the European Union.

### **Motor - Terrorism - Mutualisation of Road Traffic Act risk**

- Following the Westminster Bridge terrorism incident, the terrorism risk was mutualised by the Motor Insurers' Bureau (MIB) and therefore we as the insurer are liable only for third party property damage above the Road Traffic Act minimum requirement of £1.2m up to the limit specified in your policy. All injury claims will be picked up by the MIB. We have amended our wordings to reflect this change.

### **Motor - Further enhancements**

- We have updated the wording to reflect the addition of the following covers:
  - New for Old cover in respect of any Motor Car or goods carrying Commercial Vehicle not exceeding 7.5 tonne gross vehicle weight within one year of the first registration.
  - Unlimited Theft or Loss of Keys cover which will not be subject to the policy excess.
  - Child Seat Replacement cover which will not be subject to the policy excess. A definition of Child Seat has been added.
  - Whilst the Insured Vehicle is in the custody, control of any hotel, restaurant or similar organisation for the purposes of parking.
  - Incorrect Fuelling to cover cost of draining and cleansing the fuel tank of an Insured Vehicle following the accidental filling of the fuel tank with the incorrect fuel for the type of engine. The cover will not be subject to the policy excess.
  - Emergency Hotel and Travel Expenses incurred if the Insured Vehicle is immobilised because of damage or theft which necessitates an unplanned overnight stop. Hotel expenses up to £250 are covered in respect of the driver and each passenger up to a total of £750 in any one claim while travel expenses are payable up to a maximum amount of £250 in respect of any one claim.
  - Windscreens which are damaged but repairable will no longer be subject to the policy excess for windscreens. The excess will remain applicable for windscreen replacement. A policy definition has been added to define windscreen.

### **Motor - Exclusions**

- We are excluding damage directly caused to the insured vehicle by pressure waves by aircraft or other aerial devices travelling at sonic or supersonic speeds though we continue to insure requirements of the Road Traffic Act in terms of third party liabilities.
- We are also excluding cover in respect of the owners of vehicles leased to you where liability is attributable to the negligence of the owner.

### **Motor - Law Applicable – Special Condition**

- A new law applicable special condition has been added so that the law and courts of the place where the vehicle is used for the majority of the period of insurance applies. If there is any disagreement about which law applies, the law and courts of the place where the vehicle is registered will apply.

### **Part J - Motor Legal Expenses and Uninsured Loss Recovery**

- DAS who are the insurer of this part of the policy have provided a refreshed and up to date wording. Whilst the wording looks different there are no changes to record in terms of the breadth of the policy wording.

### **Part L - Plant Protection**

- An electronic risks exclusion has been applied to this part.

### **Part M - Deterioration of Stock**

- An electronic risks exclusion has been applied to this part.
- Clarification has been added that the insurer's liability in respect of Section 2 - Cover a) and b), combined will not exceed in respect of any one Accident the sum insured stated in the schedule in any one period of insurance.
- Clarification has been added that the insurer's liability in respect of Section 2.1 Additional Costs will not exceed £25,000 or 10% of the sum insured stated in the schedule in any one period of insurance, whichever is the lesser.

### **Part P - Legal Expenses**

- DAS who are the insurer of this part of the policy have provided a refreshed and up to date wording. Whilst the wording looks different there are no changes to record in terms of the breadth of the policy wording.

## Part R - Terrorism

### Terrorism Cover

- The operative clause has been amended to ensure that where purchased, cover under this part aligns to that which is provided under the Property sections of your policy wording, including Material Damage and Business Interruption (where purchased).
- Previously your policy wording stated that the cover would only be triggered by an event involving damage but the cover we are providing also includes some instances of loss, cost or expense resulting where there is no damage.

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# Select for Local Councils

## Policy document



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# Data protection statement

Not applicable to parts J and P

Zurich takes the privacy and security of your personal information seriously. We collect, use and share your personal information so that we can provide policies and services that meet your insurance needs, in accordance with applicable data protection laws.

The type of personal information we will collect includes: basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where you have requested other individuals be included in the arrangement, personal information about those individuals.

We and our selected third parties will only collect and use personal information (i) where the processing is necessary in connection with providing a quotation and/or contract of insurance; (ii) to meet our legal or regulatory obligations; (iii) where you have provided the appropriate consent; (iv) for our 'legitimate interests'.

It is in our legitimate interests to collect personal information as it provides us with the information that we need to provide our services more effectively including providing information about our products and services. We will always ensure that we keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest.

A full copy of our data protection statement can be viewed via [www.zurich.co.uk/dataprotection](http://www.zurich.co.uk/dataprotection)

## How you can contact us

If you have any questions or queries about how we use your data, or require a paper copy of the statement, you can contact us via [gbz.general.data.protection@uk.zurich.com](mailto:gbz.general.data.protection@uk.zurich.com) or alternatively contact our Data Protection Officer at Zurich Insurance, Unity Place, 1 Carfax Close, Swindon, SN1 1AP.

# Important notes

Not applicable to parts J, K and P

## Fraud prevention and detection

In order to prevent and detect fraud we may at any time:

- check your personal data against counter fraud systems
- use your information to search against various publicly available and third party resources
- use industry fraud tools including undertaking credit searches and to review your claims history
- share information about you with other organisations including but not limited to the police, the Insurance Fraud Bureau (IFB), other insurers and other interested parties.

If you provide false or inaccurate information and fraud is identified, the matter will be investigated and appropriate action taken. This may result in your case being referred to the Insurance Fraud Enforcement Department (IFED) or other police forces and fraud prevention agencies. You may face fines or criminal prosecution. In addition, Zurich may register your name on the Insurance Fraud Register, an industry-wide fraud database.

## Claims history

We may pass information relating to claims or potential claims to the Claims and Underwriting Exchange Register (CUE) and the Motor Insurance Anti-Fraud and Theft Register (MIAFTR), where the data is controlled by the Motor Insurers' Bureau, and other relevant databases.

We and other insurers may search these databases when you apply for insurance, when claims or potential claims are notified to us 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.

This helps to check information provided and prevent fraudulent claims.

## Employers' Liability Tracing Office (ELTO)

We are members of the Employers' Liability Tracing Office (ELTO), an independent industry body who maintains a centralised database that helps those who have suffered injury or disease in the workplace to identify the relevant Employers' Liability insurer quickly and efficiently.

It is important, for the services of ELTO to be fully effective, that you inform us of your ERN (Employer Reference Number also known as the Employer PAYE reference) and all subsidiary company names and their ERNs if applicable.

As members of ELTO we will forward details of your policy if it contains Employers' Liability cover to ELTO together with details of any ERNs you have supplied to us.

## Motor Insurance Database

Information relating to your insurance policy will be added to the Motor Insurance Database (MID) managed by the Motor Insurers' Bureau (MIB). MID and the data stored on it may be used by certain statutory or authorised bodies including the police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- a) electronic licensing;
- b) continuous insurance enforcement;
- c) law enforcement (prevention, detection, apprehension and/or prosecution of offenders);
- d) the provision of government services or other services aimed at reducing the level and incidence of uninsured driving.

If a vehicle of yours is involved in a road traffic accident (either in the United Kingdom, the EEA or certain other territories), insurers and/or the MIB may search the MID to obtain relevant information.

Persons (including their appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds correct registration numbers for your vehicles. If incorrect details for any of your vehicles are shown on the MID you are at risk of having the relevant vehicle seized by the police. You can check that correct registration number details for your vehicles are shown on the MID at [www.askmid.com](http://www.askmid.com).

# Our complaints procedure

Not applicable to parts J and P

## **Our commitment to customer service**

We are committed to providing a high level of customer service. If you feel we have not delivered this, we would welcome the opportunity to put things right for you.

## **Who to contact in the first instance**

Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with your usual contact at Zurich as they will generally be able to provide you with a prompt response to your satisfaction.

Contact details will be provided on correspondence that we or our representatives have sent you.

## **Many complaints can be resolved within a few days of receipt**

If we can resolve your complaint to your satisfaction within the first few days of receipt, we will do so. Otherwise, we will keep you updated with progress and will provide you with our decision as quickly as possible.

The following steps are not applicable to part K

## **Next steps if you are still unhappy**

If you are not happy with the outcome of your complaint, you may be able to ask the Financial Ombudsman Service to review your case.

We will let you know if we believe the ombudsman service can consider your complaint when we provide you with our decision. The service they provide is free and impartial, but you would need to contact them within 6 months of the date of our decision.

More information about the ombudsman and the type of complaints they can review is available via their website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

You can also contact them as follows:

**Post:** Financial Ombudsman Service, Exchange Tower, London, E14 9SR

**Telephone:** 08000 234567 (free on mobile phones and landlines)

**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

If the Financial Ombudsman Service is unable to consider your complaint, you may wish to obtain advice from the Citizens Advice Bureau or seek legal advice

## **The Financial Services Compensation Scheme (FSCS)**

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. Further information is available on [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting the FSCS directly on 0800 678 1100.

# Helpline Services

## Risk Management Advice Line

Call 0800 302 9052

To help **you** proactively identify and manage issues before they occur, **our** risk management advice line operates during normal business hours, providing free practical guidance on risk issues such as property, security, food hygiene, business continuity, environmental and health and safety management.

Please note that this helpline includes services provided by Zurich Management Services Limited and may include services provided by third parties.

The following services are provided by DAS Legal Expenses Insurance Company Limited.

## DAS Helplines, Employment Manual and DAS Businesslaw

The **insured** can contact **our** UK-based call centre 24 hours a day, seven days a week during the period of insurance. However, **we** may need to arrange to call the **insured** back depending on the enquiry. To help us check and improve **our** service standards, **we** may record all calls. When phoning, please quote the policy number and the name of the insurance provider who sold the **insured** the policy.

## Meaning of words

The following words have these meanings wherever they appear in this section in **bold**:

### Business

The organisation declared to **us** and covered by the main policy to which this section attaches.

### Insured

The organisation that has taken out the main policy to which this section attaches.

### We, Us, Our, DAS

DAS Legal Expenses Insurance Company Limited.

## Commercial Legal Advice – 0117 934 2116

Advice can be provided on any commercial legal problem affecting the **business**, under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway.

Wherever possible the Legal Advice helpline aims to provide immediate advice from a qualified legal advisor. However if this is not possible they will arrange a call back at a time to suit the **insured**.

Advice on the laws of England and Wales can be provided 24 hours a day, 365 days a year. Beyond this jurisdiction, or for very specialist matters, **we** will refer the **insured** to one of **our** specialist advisors.

Specialist advice is provided 9am - 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside of these times, **we** will arrange to call the **insured** back.

## Tax Advice – 0117 934 2116

Advice can be provided on any tax matters affecting the **business**, under UK law.

**This service is provided 9am - 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, we will arrange to call the insured back.**

## Counselling service – 0117 934 2121

**We** will provide all employees (including any members of their immediate family who permanently live with them) of the **insured's** organisation with a confidential counselling service over the phone if they are aged 18 or over (or aged between 16 and 18 and in full-time employment). This includes, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by **us** or Zurich Insurance Company Ltd.

**The counselling service helpline is open 24 hours a day, seven days a week.**

## Employment Manual

The DAS Employment Manual offers comprehensive, up to date guidance on employment law. To view it, please visit [www.dasinsurance.co.uk/employment-manual](http://www.dasinsurance.co.uk/employment-manual)

If the **insured** would like notifications of when updates are made to the Employment Manual, please email DAS at [employmentmanual@das.co.uk](mailto:employmentmanual@das.co.uk) quoting the **insured's** policy number.

## DAS Businesslaw

**DAS Businesslaw** contains a range of regularly updated business and legal guides, document builders, interactive checklists and videos that can help the **insured** with the day-to-day running of their **business**, as well as helping to manage its exposure to legal risk.

DAS Businesslaw's document builders can help the **insured** quickly create documents such as:

- HR policies
- T&C documentation
- Privacy statements
- Copyright and trademark licences
- Data protection policy
- Employee contracts
- Debt recovery letters.

In addition, DAS Businesslaw contains hundreds of regularly updated expert guides and videos on topics such as branding, crowdfunding, financial and tax planning, and marketing strategy to help build and grow the **insured's business**.

### How do I get started?

1. Visit [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk);
2. Enter **DASBZUR100** into the 'voucher code' text box and press Validate Voucher;
3. Fill out the **insured's** name and email address, create a password, and specify the type of **business**;
4. Validate the email address by pressing the link in the confirmation email that is received.

In using these services the **insured** acknowledges that all rights and obligations relating to the provision of these services rest with DAS and that they will have no recourse to Zurich Insurance Company Ltd in this regard.

## Data protection

To comply with data protection regulations **we** are committed to processing personal information fairly and transparently. Please refer to [www.das.co.uk/legal/privacy-statement](http://www.das.co.uk/legal/privacy-statement) for DAS' privacy notice and details of the **insured's** rights.

Zurich Insurance Company Ltd, Zurich Management Services Limited and DAS will not accept responsibility if any of the helplines are unavailable for reasons Zurich Insurance Company Ltd, Zurich Management Services Limited and DAS cannot control.

# Your Select for Local Councils policy

Applicable to the whole policy except Part K

This Policy is a contract between the **insured** (also referred to as **you, your, yours** or **yourselves**) and the **insurer** (also referred to as **we, us, our** or **ours**).

This Policy and any Schedule, Endorsement and Certificate should be read as if they are one document.

**We** will insure **you** under those Parts stated in the Schedule during any Period of Insurance for which **we** have accepted **your** premium. **Our** liability will in no case exceed the amount of any sum insured or limit of indemnity stated in this Policy, the Schedule or any Endorsement to this Policy.

Any reference to the singular will include the plural and vice versa.

Any reference to any statute or statutory instrument will include any amendments thereto or re-enactment thereof.

Any heading in this Policy is for ease of reference only and does not affect its interpretation.

Please read this Policy and any Schedule, Endorsement and Certificate carefully and contact **us** if they do not meet **your** needs.

Applicable to Part K

This **contract** is an agreement between the **contract holder** (also referred to as **you** or **your**) and the **contractor** (also referred to as **we, us** or **our**).

In this **contract**:

- a) any reference to the singular will include the plural and vice versa
- b) any reference to any statute or statutory instrument will include any amendments thereto or re-enactment thereof
- c) any reference to a "clause" means a clause of this agreement
- d) the words "include", "includes", "including", "included" and "in particular" will not be construed as terms of limitation; and
- e) any heading in this contract is for ease of reference only and does not affect its interpretation.

Please read this **contract** carefully and ensure that it meets **your** needs. Please notify **us** immediately if **you** have any queries about this **contract** or **you** are concerned that it does not meet **your** needs or if there are any other circumstances which may affect this **contract**.

## Law applicable to this contract

Not applicable to parts I, J and P

In the UK the law allows both **you** and **us** to choose the law applicable to this contract. This contract will be subject to the relevant law of England and Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands depending upon **your** address stated in the schedule. If there is any dispute as to which law applies it will be English law. The parties agree to submit to the exclusive jurisdiction of the English courts.

This is a legal document and should be kept in a safe place.

# General Definitions (not applicable to Part K)

Wherever the words defined below appear in this Policy in bold they will have the same special meaning.

However, certain words have special meanings that only apply to a particular Part of this Policy. These are stated at the beginning of the relevant Part as special definitions and will apply in that Part wherever the defined words commence with a capital letter.

## AVERAGE

if at the commencement of **damage** a sum insured under any item which is declared to be subject to **average** is less than the value of the **property** covered by that item, the **insured** will be considered as being its own insurer for the difference and will bear a rateable proportion of the loss accordingly.

For the avoidance of doubt solely in respect of the application of **average** to any item under this Policy clause c) iii) of General Condition 4 will not apply.

## BUILDINGS

the buildings at the **premises** including:

- a) landlords's fixtures and fittings
- b) outbuildings, yards, forecourts, car parks
- c) roads and pavements, but only to the extent of the **insured's** responsibility
- d) walls, gates, fences, canopies and fixed signs
- e) foundations
- f) oil tanks, piping, ducting, cables, wires and associated control gear and accessories on the **premises** and extending to the public mains but only to the extent of the **insured's** responsibility.

## BUSINESS

the business specified in the Schedule including:

- a) the provision and management of catering, social, sports, first aid and welfare activities for **employees**
- b) the **insured's** fire, security and ambulance services.
- c) maintenance of the **buildings**, plant and equipment
- d) activities of **employees** and **members** approved by the **insured** in connection with outside organisations but only where the **insured** is legally entitled to:
  - i) approve such activities; and
  - ii) indemnify such **employees** and **members** in respect of such activities.

## COMMUNICABLE DISEASE

any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and
- b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
- c) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

## COMPUTER EQUIPMENT

computer equipment owned, leased, hired or rented by the **insured** including:

- a) personal computers, monitors, printers, file servers, minicomputers, disk drives, modems and associated and peripheral equipment
- b) mainframe systems including all inter-connected wiring, fixed disks, and associated and peripheral equipment (including associated telecommunication equipment)
- c) terminal equipment linked into mainframe systems
- d) operating systems and proprietary software packages.

## CONSEQUENTIAL LOSS

loss resulting from interruption of or interference with the **business** carried on by the **insured** at the **premises** in consequence of **damage to property** used by the **insured** at the **premises** for the purpose of the **business**.

## CONTENTS

the contents situated at the **buildings** including:

- a) tenants' improvements, alterations and decorations
- b) patterns, models, moulds, plans or designs but only for an amount not exceeding £1,000 for any one item or set of items
- c)
  - i) documents, manuscripts and other business books but only for their value as stationary plus the clerical cost of reproducing them
  - ii) computer systems records but only for the cost of the materials and of clerical labour and computer time expended in reproducing them and not exceeding £10,000 in total

excluding any expense in connection with the production of information to be recorded therein

- d) personal effects and tools of any **member, employee**, customer or visitor but only for an amount not exceeding £750 in respect of any one person provided that they are not otherwise insured

**contents** excludes:

- i) landlord's fixtures and fittings
- ii) any contents more specifically insured
- iii) **money**, credit cards or securities of any description.

## DAMAGE

material loss, destruction or damage.

## DATA PROCESSING SYSTEM

any computer or data processing equipment or media or microchip or integrated circuit or any similar device or any computer software or computer firmware.

## DEFINED PERIL

fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape or water from any tank apparatus or pipe or impact by any road vehicle or animal.

## DENIAL OF SERVICE ATTACK

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems including but not limited to the generation of excess network traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

## EMPLOYEE

any person who is:

- a) under a contract of service or apprenticeship with the **insured**
- b) supplied to or hired or borrowed by the **insured** under the terms of a written agreement
- c) engaged under any work experience or similar scheme

whilst employed or engaged by the **insured** in connection with the **business**.

## EXCESS

the amount for which the **insured** is responsible and which will be deducted from any payment under this Policy as ascertained after the application of all other terms and conditions of this Policy.

## HACKING

Unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data.

## INSURED

as specified in the Schedule to this Policy.

## **INSURER**

in respect of:

- a) part K Zurich Management Services Limited
- b) parts J and P DAS Legal Expenses Insurance Company Limited
- c) all other parts Zurich Insurance Company Ltd.

## **MEMBER**

any elected or co-opted member of the **insured** or the **insured's** committees or sub-committees.

## **MONEY**

coinage, bank and currency notes, bills of exchange, luncheon vouchers, cheques, giro cheques, giro cash cheques, bankers' drafts, national giro drafts, money orders, postal orders, current postage stamps, unused franking machine units, national insurance stamps, national savings stamps, national savings certificates, holiday with pay stamps (provided the **insured** is not otherwise indemnified), credit company sales vouchers, Value Added Tax purchase invoices and trading stamps, belonging to the **insured** or for which the **insured** has accepted responsibility and held in connection with the **business**.

## **NUCLEAR INSTALLATION**

any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation designed or adapted for:

- a) the production or use of atomic energy
- b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiation
- c) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter being matter which has been produced or irradiated in the production or use of nuclear fuel.

## **NUCLEAR REACTOR**

any plant including any machinery, equipment or appliance whether affixed to land or not designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

## **PREMISES**

the premises specified in the Schedule owned and/or occupied by the **insured** for the purposes of the **business**.

## **PROPERTY**

material property.

## **TERRITORIAL LIMITS**

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

## **TERRORISM**

- a) any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:
  - i) involves violence against one or more persons
  - ii) involves damage to property
  - iii) endangers life other than that of the person committing the action
  - iv) creates a risk to health or safety of the public or a section of the public
  - v) is designed to interfere with or to disrupt an electronic system
- b) any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action described in a) above.

## **UNOCCUPIED**

vacant empty untenanted or not in use.

### **VIRUS OR SIMILAR MECHANISM**

Program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations whether involving self-replication or not including but not limited to Trojan horses, worms and logic bombs.

### **VOLUNTEER**

any person volunteering to assist or co-opted to assist the **insured** in the **business**.

# General Exclusions (not applicable to Part K)

The **insurer** will not be liable for:

## 1. Radiation

death, injury or disablement, loss, destruction or damage whatsoever or any loss or expense whatsoever relating or arising therefrom or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any **nuclear installation, nuclear reactor** or other nuclear assembly or nuclear component thereof
- c) any weapon employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this exclusion d) will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes.

This Exclusion will not apply to injury to an **employee** insured under Part G except where the insured has undertaken under a contract or agreement either to indemnify another party or to assume the liability of another party in respect of such injury

## 2. War Risks or Government or Public Authority Order (not applicable to Part G)

any consequence (except so far as necessary to meet the requirements of the Road Traffic Acts) of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, nationalisation, confiscation or requisition, seizure or destruction by the government or any public authority

## 3. Civil Commotion and Terrorism (not applicable to Parts J and K)

- a) in England and Wales and Scotland but not the territorial seas adjacent thereto (as defined by the Territorial Sea Act 1987) and not the Channel Islands nor the Isle of Man, loss, destruction, damage, cost or expense by fire or explosion occasioned by or happening through or in consequence directly or indirectly of **terrorism** except to the extent stated in the Special Provision incorporated in this Policy
- b) in Northern Ireland loss, destruction, damage, cost or expense occasioned by or happening through or in consequence directly or indirectly of:
  - i) civil commotion
  - ii) **terrorism**

In any action, suit or other proceedings where the **insurer** alleges that by reason of this Exclusion any loss, destruction, damage, cost or expense is not covered by this Policy (or is covered only up to a specified limit of liability) the burden of proving that such loss, destruction, damage, cost or expense is covered (or is covered beyond that limit of liability) will be upon the **insured**

## 4. Sonic Bangs

not applicable to part I

loss, destruction, damage, cost or expense by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

## 5. Communicable Diseases

not applicable to parts E, F, G, H, I, J, N, O, P, Q and R

any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with the following:

- a) a **communicable disease**; or
- b) the fear or threat (whether actual or perceived) of a **communicable disease**

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

This exclusion does not however apply in respect of and only to the extent of cover expressly stated as being provided under the extension applicable to Part B – Business Interruption titled Named Diseases, Murder, Suicide or Rape

## 6. Electronic Risks

not applicable to parts E, F, G, H, I, J, N, O, P and R

- a) loss, destruction or damage caused by **virus** or **similar mechanism** or **hacking** or **denial of service attack** to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data or any part thereof whether tangible or intangible including but without limitation any information or programs or software and whether the property is insured or not
- b) loss, cost or expense directly or indirectly caused by or arising from **virus** or **similar mechanism** or **hacking** or **denial of service attack**.

# General Conditions (not applicable to Part K)

## 1. Policy Interpretation

Each Part of this Policy is declared to be a separate contract but will be subject to the General Conditions, General Definitions and General Exclusions.

## 2. Compulsory Insurance

The **insured** must repay the **insurer** any amounts which the **insurer** is required by compulsory insurance legislation to pay out under this Policy to the extent that the **insurer** would not otherwise have been liable to make such payments on account of a breach of any of the terms or conditions of this Policy.

## 3. Reasonable Precautions

The **insured** will comply with all regulations imposed by any competent authority and take all reasonable precautions to prevent or minimise accident, injury, loss or damage. In addition, the **insured** will comply with makers recommendations made in respect of plant and machinery wherever reasonably practicable.

## 4. Fair Presentation of the Risk

- a) At inception and renewal of this Policy and also whenever changes are made to it at the **insured's** request the **insured** must:
- i) disclose to the **insurer** all material facts in a clear and accessible manner; and
  - ii) not misrepresent any material facts.
- b) If the **insured** does not comply with clause a) of this condition and the non-disclosure or misrepresentation by the **insured** is proven by the **insurer** to be deliberate or reckless the **insurer** may from the relevant date specified in clause d):
- i) treat this Policy as if it had not existed; and
  - ii) not return the premium paid by the **insured**.
- c) If the **insured** does not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless the cover, meaning this Policy or the changes made to it, may be affected from the relevant date in clause d) in one or more of the following ways depending on what the **insurer** would have done if the **insured** had known about the facts which the **insured** failed to disclose or misrepresented:
- i) if the **insurer** would not have provided the **insured** with the cover the **insured** will have the option to treat the cover as if it had not existed and repay the premium paid for such cover; or
  - ii) if the **insurer** would have applied different terms to the cover the **insurer** will have the option to treat this Policy as if those different terms apply; and/or
  - iii) if the **insurer** would have charged the **insured** a higher premium for providing the cover the **insurer** will charge the **insured** the additional premium which the **insured** must pay in full.
- d) Clauses b) and c) apply with effect from inception, renewal or the date of the changes, depending on when the non-compliance occurred. The **insurer** may also recover any claims payments which have already been made to the extent that the cover under which such payments were made is being treated as if it did not exist or as if it had been subject to different terms under which the claim would not have been payable.
- e) Where this Policy provides cover for any person other than the **insured** and that person would if they had taken out such cover in their own name have done so for purposes wholly or mainly unconnected with their trade, business or profession the **insurer** will not invoke the remedies which might otherwise have been available to the **insurer** under this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular insured person other than the **insured**.

Provided always that if the person concerned or the **insured** acting on their behalf makes a careless misrepresentation of fact the **insurer** may invoke the remedies available to the **insurer** under this condition as against that particular person as if a separate insurance contract had been issued to them leaving the remainder of the Policy unaffected.

## 5. Change in Circumstances

The **insured** must notify the **insurer** as soon as possible during the Period of Insurance if there is any change in circumstances which materially increases the risk of accident, injury, loss, damage or liability.

Upon notification of any such change the **insurer** will be entitled to vary the premium and terms for the rest of the Period of Insurance. If the changes make the risk unacceptable to the **insurer** then the **insurer** may no longer be able to provide the **insured** with cover.

If the **insured** does not notify the **insurer** of any such change this Policy may be affected in one or more of the following ways depending on what the **insurer** would have done had the **insurer** known about the change in circumstances:

- a) if the **insurer** would not have continued to provide the **insured** with any cover the **insurer** may treat this Policy as if it did not exist from the date of the change in circumstances; or
- b) if the **insurer** would have applied different terms to the cover the **insurer** may treat this Policy as if those different terms applied from the date of the change in circumstances; and/or
- c) if the **insurer** would have charged the **insured** a higher premium for providing the cover the **insurer** will charge the **insured** the additional premium which the **insured** must pay in full.

This Policy will come to an end immediately if the **insured's** organisation ceases to exist or if the **insured** dies where the **insured** is an individual except that the **insured's** executors or personal administrators will be entitled to benefit from any cover until the **insured's** estate has been administered.

## 6. Claims Procedures

### a) Action by the insured

On the happening of any event which could give rise to a claim or on receiving verbal or written notice of any claim the **insured** will:

- i) as soon as possible give notice to the **insurer**
- ii) as soon as possible notify the Police in respect of any loss or **damage** caused by theft or malicious persons
- iii) immediately forward to the **insurer** any writ or summons issued against the **insured**
- iv) at the **insured's** own expense and within:
  - 1) 7 days of **damage** caused by riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons
  - 2) 30 days of expiry of the Indemnity Period in respect of Part B
  - 3) 30 days in all other cases

supply full details of the claim in writing to the **insurer** together with any evidence and information that may be required by the **insurer** for the purpose of investigating or verifying the claim.

No settlement, admission or repudiation of liability, payment or promise of payment will be made without the written consent of the **insurer**.

### b) Rights of the insurer

The **insurer** may take over in the name of and on behalf of the **insured** the absolute conduct and control of all negotiations and proceedings which may arise in respect of any claim for indemnity or damages and the **insured** will provide all information and assistance which the **insurer** may require. On the happening of **damage** to any **property** in respect of which a claim is made, the **insurer** and any person authorised by the **insurer** may, without incurring any liability or diminishing any of the **insurer's** rights under this Policy, enter, take or keep possession of the **premises** where such **damage** has occurred and take possession of or require to be delivered to the **insurer** any insured **property** and deal with such **property** in any reasonable manner. This Policy will be evidence of the **insurer's** licence so to act. No **property** may be abandoned to the **insurer** whether taken possession of by the **insurer** or not.

### c) Subrogation

The **insurer** may take legal proceedings in the name of the **insured** (but at its own expense) for the purpose of exercising for its own benefit any right of recovery of the **insured** against any other party and this Condition will be evidence of the **insurer's** right so to do, whether before or after the **insured** has received an indemnity.

## 7. Other Insurances

Not applicable to parts J and P

If at the time of any occurrence giving rise to the claim there is any other insurance or risk transfer mechanism or other similar arrangements effected by or on behalf of the **insured** providing an indemnity the **insurer's** liability will be limited to its rateable proportion. If any other insurance is subject to any provision whereby it is excluded from ranking concurrently with this Policy in whole or in part or from contributing proportionately the liability of the **insurer** under this Policy will be limited to any excess beyond the amount which would be payable under such other insurance had this Policy not been effected.

## 8. Fraudulent Claims

If the **insured** or anyone acting on the **insured's** behalf:

- a) makes a fraudulent or exaggerated claim under this Policy; or
- b) uses fraudulent means or devices including the submission of false or forged documents in support of a claim whether or not the claim is itself genuine; or
- c) makes a false statement in support of a claim whether or not the claim is itself genuine; or
- d) submits a claim under this Policy for loss or damage which the **insured** or anyone acting on the **insured's** behalf or in connivance with the **insured** deliberately caused; or
- e) realises after submitting what the **insured** reasonably believed was a genuine claim under this Policy and then fails to tell the **insurer** that the **insured** has not suffered any loss or damage; or
- f) suppresses information which the **insured** knows would otherwise enable the **insurer** to refuse to pay a claim under this Policy

the **insurer** will be entitled to refuse to pay the whole of the claim and recover any sums that the **insurer** has already paid in respect of the claim.

The **insurer** may also notify the **insured** that the **insurer** will be treating this Policy as having terminated with effect from the date of any of the acts or omissions set out in clauses a) to f) of this condition.

If the **insurer** terminates this policy under this condition the **insured** will have no cover under this Policy from the date of termination and not be entitled to any refund of premium.

If any fraud is perpetrated by or on behalf of an insured person and not on behalf of the **insured** this condition should be read as if it applies only to that insured person's claim and references to this Policy should be read as if they were references to the cover effected for that person alone and not to the Policy as a whole.

## 9. Reinstatement

The **insurer** at its option may indemnify the **insured** by payment, reinstatement, replacement or repair in respect of **damage** to any **property** or part thereof. If the **insurer** elects to reinstate or replace any **property** it will not be bound to reinstate or replace exactly or completely but only as circumstances permit and in reasonably sufficient manner and will not in any case be bound to expend in respect of any one of the items insured under any Part more than the sum insured specified in the Schedule.

## 10. Long Term Agreement

(Applicable separately to each Part of this Policy unless otherwise stated in the Schedule).

In consideration of a discount being incorporated in the premiums on Parts of this Policy the **insured** undertakes to offer annually the insurance under each such Part on the terms and conditions in force at the expiry of each Period of Insurance and to pay the premiums in advance, it being understood that:

- a) the **insurer** will be under no obligation to accept an offer made in accordance with the above mentioned undertaking
- b) the sum insured may be reduced at any time to correspond with any reduction in value or in the **business**
- c) Parts I, K and L only. Rates will be amended at each renewal date in line with the change in an index selected by the **insurer** during the period of 12 months which expires 3 months prior to the month of renewal.

The above mentioned undertaking applies to any policy (or Part) which may be issued by the **insurer** in substitution for this Policy (or Part) and the same discount will be incorporated in the premium on any substituted policy (or Part) issued by the **insurer**.

Payment of the first or renewal premium will be deemed acceptance by the **insured** of this Condition.

#### 11. Premium Adjustment

If the premium for any Part of this Policy has been calculated on estimates furnished by the **insured**, the **insured** will within one month of the expiry of each Period of Insurance furnish to the **insurer** such particulars and information as the **insurer** may require. The premium for such period will then be adjusted and the difference paid by or allowed to the **insured** as the case may be, subject to the retention by the **insurer** of any amount described as a minimum premium.

#### 12. Observance

The due observance and fulfilment of the terms and conditions of this Policy by the **insured** in so far as they relate to anything to be done or complied with by the **insured** will be a condition precedent to any liability of the **insurer** to make any payment under this Policy.

#### 13. Arbitration

Not applicable to parts J and P

If the **insurer** admits liability for a claim but there is a dispute as to the amount to be paid the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by the **insured** and the **insurer** in accordance with the law at the time. The **insured** may not take any legal action against the **insurer** over the dispute before the arbitrator has reached a decision.

#### 14. Cancellation

The **insurer** may cancel this Policy or any Part thereof by giving 30 days notice in writing by recorded delivery to the **insured** at the **insured's** last known address. The **insured** will be entitled to a pro rata return of premium calculated from the date of cancellation.

#### 15. Sanctions

Notwithstanding any other terms of this Policy the **insurer** will be deemed not to provide cover nor will the **insurer** make any payment or provide any service or benefit to the **insured** or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of the **insured** would violate any applicable trade or economic sanctions law or regulation.

# Part A – Material Damage

## Section 1 – Special Definitions

### Damage

**damage** by any of the Insured Perils specified in the Schedule.

### One Event

the total of all losses arising from one occurrence or all occurrences of a series consequent upon or attributable to one original cause after the application of all the terms and conditions of this Part.

### Reinstatement

a) the rebuilding or replacement of **property** lost or destroyed which may be carried out:

- i) in any manner suitable to the requirements of the **insured**
- ii) upon another site

provided the liability of the **insurer** is not increased

b) the repair or restoration of **property** damaged

in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

## Section 2 – Cover

In the event of Damage to the **property** insured specified in the Schedule and occurring at the **premises** during the Period of Insurance the **insurer** will pay to the **insured** the value of the **property** at the time of the Damage or the amount of such Damage or at the **insurer's** option replace, reinstate or repair the **property** or any part of it provided that the liability of the **insurer** will not exceed:

- a)
  - i) in the whole the total Sum Insured
  - ii) in respect of any item its Sum Insured
  - iii) any other Limit of Liability specified in the Schedule

at the time of the Damage

b) the sum Insured (or Limit) remaining after deduction for any other Damage occurring during the same Period of Insurance, unless the **insurer** has agreed to reinstate any such Sum Insured (or Limit).

(Note: for Exclusions please see Exclusions to Parts A and B).

### Rent

The insurance on rent applies only whilst any part of the Buildings is sufficiently damaged to render it unfit for occupation. The amount payable will not exceed the proportion of the Sum Insured on rent that the period necessary for reinstatement bears to the period of rent insured.

## Section 3 – Additional Covers

### Contracting Purchaser's Interest

If at the time of Damage to **property** the **insured** has contracted to sell its interest in any of the **buildings** and the sale has not been completed, the contracting purchaser who completes the purchase (providing the **property** is not otherwise insured by the purchaser or on the purchaser's behalf) will be entitled until completion to benefit under this Part without prejudice to the rights and liabilities of the **insured** or **insurer**.

### Temporary Removal

The following are insured whilst temporarily removed to premises not in the **insured's** occupation but whilst remaining within the **territorial limits**:

- a) Deeds and other documents, manuscripts, plans and writings of every description and books (but excluding computer system records) up to an amount not exceeding £10,000 any one loss
- b) computer system records up to an amount not exceeding £2,000 any one loss
- c) **contents** up to 15% of the Sum Insured on **contents**.

This Additional Cover does not apply to:

- i) **property** insofar as it is otherwise insured
- ii) stock in trade or goods in process of manufacture
- iii) motor vehicles and motor chassis licensed for road use.

## Section 4 – Special Conditions

### Repairs and Alterations

Tradesmen may be employed to effect repairs or minor structural alterations in or to the **buildings** without prejudice to this insurance.

### Mortgagees, Freeholders and Lessors Clause

Any increase in the risk of Damage resulting from any act or neglect of any Mortgagor, Leaseholder, Lessee or Occupier of any of the **buildings** insured by this Part will not prejudice the interest of any Mortgagee, Freeholder or Lessor provided such increase in risk is without their prior knowledge or authority and that the **insurer** is notified immediately they become aware of such increase in risk and they pay any additional premium required.

# Part B – Business Interruption

## Section 1 – Special Definitions

### Annual Gross Revenue

the Gross Revenue during the 12 months immediately before the date of the Incident.

### Damage

**damage** by any of the Insured Perils specified in the Schedule.

### Gross Revenue

the money paid or payable to the **insured** for goods sold or for services rendered in the course of the **business** at the **premises**.

### Incident

accidental damage to **property** used by the **insured** at the **premises** for the purposes of the **business**.

### Indemnity Period

the period during which the results of the **business** are affected in consequence of the Incident, beginning with the Incident and lasting not longer than the Maximum Indemnity Period specified in the Schedule.

### Standard Gross Revenue

the Gross Revenue during that period in the 12 months immediately before the date of the Incident which corresponds with the Indemnity Period.

### Notes:

1. Where the Maximum Indemnity Period exceeds 12 months the amount calculated using the definition Standard Gross Revenue will be proportionately increased.
2. Provision will be made for the trend of the **business** and for variations in or other circumstances, either before or after the date of the Incident, which affect the **business** or would have affected the **business** had the Incident not occurred, and the figures for Annual Gross Revenue and Standard Gross Revenue adjusted to represent as nearly as reasonably practicable the results which would have been obtained during the relative period after the Incident if the Incident had not happened.
3. To the extent that the **insured** is accountable for Value Added Tax, all terms in this Part will be exclusive of such Tax.
4. For the purpose of the above **special definitions** any adjustment implemented in current cost accounting will be disregarded.

## Section 2 – Cover

In the event of an Incident during the Period of Insurance the **insurer** will pay to the **insured**:

- a) under Item 1 **in respect of Additional Expenditure** the amount of any additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the interruption of or interference with the **business** which but for the expenditure would have taken place during the Indemnity Period in consequence of the Incident
- b) under Item 2 **in respect of Loss of Gross Revenue and Increase in Cost of Working** the amount of any **consequential loss**.

Provided that:

- i) insurance is in force at the time of the Incident covering the interest of the **insured** in the **property** at the **premises** against such Damage; and
- ii) payment has been made or liability admitted for such Damage (or payment would have been made or liability admitted for such Damage but for a proviso excluding liability for losses below a certain amount).

The liability of the **insurer** will not exceed:

- 1) in the whole the total Sum Insured or in respect of any item its Sum Insured or any other Limit of Liability specified in the Schedule at the time of the Damage
- 2) the Sum Insured (or Limit) remaining after deduction for any other interruption or interference consequent upon Damage occurring during the same Period of Insurance, unless the **insurer** has agreed to reinstate any such Sum Insured (or Limit).

(Note: For Exclusions please see Exclusion to Parts A and B).

## Section 3 – Additional Cover

### Automatic Reinstatement of Sum Insured

In consideration of the insurance not being reduced by the amount of any loss the **insured** will pay the appropriate extra premium on the amount of the loss from the date of the Incident to the date of expiry of the Period of Insurance.

## Section 4 – Special Conditions

### Basis of Claims Settlement

The amount payable as indemnity will be:

a) **in respect of Additional Expenditure:**

- i) additional costs incurred in order effectively to continue administration and maintain services including the fitting out of temporary premises, costs of removal, hiring of vehicles plant and machinery and incidental expenses relating thereto
- ii) increased costs incurred for rent, rates taxes lighting heating cleaning and insurance due to the enforced occupation of temporary premises
- iii) legal clerical and other charges incurred in the replacement or restoration of deeds plans specifications documents books of account, card indices and other office records

less any sum saved during the Indemnity Period in the **insured's** normal expenditure which may have been effected in consequence of the Incident

- b) i) in respect of Loss of Gross Revenue: the amount by which the Gross Revenue during the Indemnity Period falls short of the Standard Gross Revenue in consequence of the Incident
- ii) in respect of Increase in Cost of Working: the additional expenditure incurred solely to avoid or diminish the reduction in Gross Revenue which but for the expenditure would have taken place during the Indemnity period in consequence of the incident, provided that such additional expenditure:
- 1) is necessarily and reasonably incurred
  - 2) does not exceed the amount of reduction in Gross Revenue thereby avoided

less any sum saved during the Indemnity Period in respect of charges and expenses of the **business** payable out of Gross Revenue which cease or are reduced in consequence of the Incident.

### AVERAGE (Applicable to paragraph (b) above)

If the Sum Insured specified in the Schedule in respect of Gross Revenue is less than the Annual Gross Revenue (or a proportionately increased multiple where the Maximum Indemnity Period exceeds 12 months) the amount payable will be proportionately reduced.

For the avoidance of doubt solely in respect of the application of **average** to any item under this Policy clause c) iii) of General Condition 4 will not apply.

### Professional Accountants

Any details contained in the **insured's** business books required by the **insurer** for the purpose investigating or verifying any claim may be produced by professional accountants if at the time they are regularly acting as such for the **insured** and their report will be prima facie evidence of the details to which such report relates. The **insurer** will pay to the **insured** the reasonable charges payable to its professional accountants for producing such evidence and reporting to the **insurer** and the **insured** that such details are in accordance with the **insured's** books of account provided that the total amount payable does not exceed the liability of the **insurer** as specified.

### Alternative Trading

If during the Indemnity Period goods are sold or services rendered elsewhere than at the **premises** for the benefit of the **business** either by the **insured** or by others on behalf of the **insured** the money paid or payable in respect of such sales or services will be brought into account in arriving at the Gross Revenue during the Indemnity Period.

## Section 5 – Special Extensions

### 1. Public Utilities and Denial of Access

Any loss as insured under this Part resulting from interruption of or interference with the **business** in consequence of Damage to the **property** at the undernoted sites within the **territorial limits** will be deemed to be an Incident

- a) any generating station or sub-station of any public electricity supply undertaking
- b) any land-based premises of any public gas supply undertaking or any natural gas producer linked directly to them
- c) any water works and pumping stations of any public water supply undertaking
- d) any land-based premises of any public telecommunications undertaking

from which the **insured** obtains electricity, gas, water or telecommunications services

- e) within a one mile radius of the **premises** which prevents or hinders the use of or access to the **premises** excluding loss, destruction or damage to **property** of any supply undertaking which prevents or hinders the supply of services by any electricity, gas, water or telecommunications undertaking to the **premises**.

Provided always that:

- i) the Maximum Indemnity Period will mean 3 months
- ii) the limit is £1,000,000 any One Event and in the aggregate in any one period of insurance.

### 2. Named Diseases, Murder, Suicide or Rape

The insurance in respect of each item under this Part includes loss resulting from interruption of or interference with the **business** carried on by the **insured** at the **premises** in consequence of:

- a)
  - i) any occurrence of a Named Disease at the **premises** or attributable to food or drink supplied from the **premises**
  - ii) any discovery of an organism at the **premises** likely to result in the occurrence of a Named Disease
- b) the discovery of vermin or pests at the **premises**
- c) any accident causing defects in the drains or other sanitary arrangements at the **premises** which causes restrictions on the use of the **premises** on the order or advice of the competent local authority
- d) any occurrence of murder, suicide or rape at the **premises**.

Provided always that:

- i) Named Disease will mean illness sustained by any person resulting from:

- 1) food or drink poisoning

- 2) one of the following specified human infectious or human contagious diseases:

Acute encephalitis	Malaria	Scarlet fever
Acute poliomyelitis	Measles	Smallpox
Bubonic plague	Meningitis	Tetanus
Cholera	Meningococcal infection	Tuberculosis
Diphtheria	Mumps	Typhoid fever
Dysentery	Ophthalmia neonatorum	Typhus fever
Legionellosis	Paratyphoid fever	Viral haemorrhagic
Legionnaires disease	Rabies	Viral hepatitis
Leprosy	Relapsing fever	Whooping cough
Leptospirosis	Rubella	Yellow fever

an outbreak of which the competent local authority has stipulated will be notified to them.

- ii) For the purposes of this clause:

- 1) Indemnity Period will mean the period during which the results of the **business** are affected in consequence of the occurrence, discovery or accident beginning with the date from which the restrictions on the **premises** are applied or in the case of d) above with the date of the occurrence and ending not later than the Maximum Indemnity Period thereafter.

- 2) Maximum Indemnity Period will mean 3 months.

- iii) In the event that this part includes an extension which deems loss at other locations to be loss at the **premises** such extension will not apply to this clause.

- iv) The **insurer** will not be liable under this clause for:
    - 1) loss arising from restrictions on the use of the **premises** in consequence of an emergency prohibition notice or emergency prohibition order being served against the insured or the manager of the **premises** in relation to a breach of the Food Safety Act 1990, General Food Regulations 2004 or Food Hygiene Regulations 2006 including any amendments or re-enactment thereto
    - 2) any costs incurred in the cleaning, repair, replacement, recall or checking of **property**.
  - v) The **insured** will comply with all issues identified as contraventions arising from a Food Premises Inspection Report within the timescales stated in such report.
  - vi) The **insured** will notify the **insurer** immediately of any prohibition notice, emergency prohibition notice or emergency prohibition order served against them or the manager of the **premises** in relation to a breach of the Food Safety Act 1990, General Food Regulations 2004 or Food Hygiene Regulations 2006 including any amendments or re-enactment thereto.
  - vii) The **insurer** will only be liable for the loss arising at those **premises** which are directly affected by the occurrence, discovery or accident and then only for an amount not exceeding £100,000 any One Event and in the aggregate in any one period of insurance.
3. The insurance by this Part extends to include loss or **damage** to data or information on **computer equipment** not accompanied by visible and identifiable **damage** to the data carrying media. Limit £5,000 any one loss.
- Excluding loss or **damage** occasioned to data or information by defects in the data, information or other records or caused by a defect of design, material or workmanship in the **computer equipment** or any computer software.

# Insured Perils

## Applicable to Parts A and B

1. **Fire** but excluding **damage** to **property** or **consequential loss** caused by:
  - a) explosion resulting from fire
  - b) earthquake or subterranean fire
  - c) i) its own spontaneous fermentation or heating; or  
ii) its undergoing any heating process or any process involving the application of heat
  - d) **Lightning**
  - e) **Explosion:**
    - i) of gas used for domestic purposes only
    - ii) of boilers used for domestic purposes only,
    - iii) in respect of Part B – of any other boilers or economisers on the **premises** but excluding **damage** or **consequential loss** caused by earthquake or subterranean fire
2. **Explosion** excluding:
  - a) in respect of Part A – **damage:**
    - i) caused by or consisting of the bursting of a boiler, economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the **insured**
    - ii) in respect of and originating in any vessel, machinery or apparatus, or its contents, belonging to or under the control of the **insured** which requires to be examined to comply with any statutory regulations unless such vessel machinery or apparatus is the subject of a policy or other contract providing the required inspection service
  - b) in respect of Part B – **consequential loss** caused by the bursting of any vessel machine or apparatus (not being a boiler or economiser on the **premises**) in which internal pressure is due to steam only and belonging to or under the control of the **insured**
3. **Aircraft** or other aerial devices or articles dropped from them
4. **Riot civil commotion strikers locked-out workers** or persons taking part in labour disturbances or **malicious persons** excluding:
  - a) **damage** or **consequential loss;**
    - i) arising from confiscation, requisition or destruction by order of the government or any public authority
    - ii) arising from cessation of work
    - iii) caused (other than by fire or explosion) by malicious persons (not acting on behalf of or in connection with any political organisation) in respect of any building which has been **unoccupied** for a period of more than 30 consecutive days.
  - b) **damage** by theft directly caused by malicious persons not acting on behalf of or in connection with any political organisation
  - c) **consequential loss** arising from deliberate erasure, loss, distortion or corruption of information on computer systems or other records, programs or software
5. **Earthquake**
6. **Subterranean fire**
7. **Storm or flood** excluding **damage** or **consequential loss:**
  - a) attributable solely to change in the water table level
  - b) caused by frost, subsidence, ground heave or landslip
  - c) in respect of movable property in the open, fences and gates
8. **Escape of water or beer from any tank apparatus or pipe** excluding **damage** or **consequential loss:**
  - a) caused by water discharged or leaking from any automatic sprinkler installation
  - b) in respect of any building which has been **unoccupied** for a period of more than 30 consecutive days

9. **Impact** by any road vehicle or animal
10. **Breakage or collapse** of television or radio signal receiving apparatus
11. **Falling trees** or branches
12. **Leakage of oil** from any fixed oil-fired heating installation, including smoke and smudge damage arising from defective vaporisation
13. **Accidental damage** to fixed glass, associated framework and sanitaryware for which the **insured** is responsible at the **premises**.

In addition the **insurer** will pay the cost necessarily incurred, of boarding up until the broken glass is replaced

The **insurer** will not be liable for **damage**:

- a) caused by scratching
  - b) to bent, curved, moveable, laminated or special glass unless such glass has been specially noted by the **insurer**
  - c) when the **premises** are **unoccupied**
  - d) caused by repairs or alterations to the **premises**
  - e) caused by Insured Perils 1 to 12, 14 or 15 whether insured or not
14. **Subsidence** or **ground heave** of any part of the site on which the **property**; stands or **landslip** excluding:
    - a) **damage** to or **consequential loss** arising from **damage** to yards, car parks, roads, pavements, walls, gates and fences unless also affecting a building insured under Part A
    - b) **damage** or **consequential loss** caused by or consisting of:
      - i) the normal settlement or bedding down of new structures
      - ii) the settlement or movement of made up ground
      - iii) coastal or river erosion
      - iv) defective design or workmanship or the use of defective materials
      - v) fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe
    - c) **damage** or **consequential loss** which originated prior to the inception of this cover
    - d) **damage** or **consequential loss** resulting from:
      - i) demolition, construction, structural alteration or repair of any **property**; or
      - ii) groundworks or excavation at the **premises**

#### **Special Condition**

The **insurer's** liability under this Insured Peril will be avoided if the risk of **damage** or **consequential loss** is increased by reason of demolition, groundworks, excavation or construction being carried out on any adjoining site unless admitted by the **insurer** in writing

15. **Theft** involving:
  - a) forcible and violent entry to or exit from any building or part of any building at the **premises**
  - b) personal violence or threat of personal violence to any **employee**
 or any attempt at such theft, other than:
  - a) by any person lawfully in or on the **premises** or involving the **insured** or any **employee**
  - b) involving parting with title or possession of any **property** insured if induced to do so by fraud, trick or false pretence
  - c) of **money**, credit cards or securities of any description
  - d) from a vending machine unless other **property** at the **premises** suffers **damage** at the same time unless specifically mentioned as insured.

The **insurer** will also indemnify the **insured** for the cost of:

- i) repair of **damage** to the **buildings** caused by theft or attempted theft of the **property** insured where the **insured** is legally responsible for the cost of repairing such **damage**
- ii) external glazing and the cost of boarding up provided this is directly accompanied by theft or attempted theft of **property** insured

- iii) replacement of locks at the **premises** made necessary by theft or attempted theft that is not excluded by this insurance of keys from the **premises** or from the home of any adult person authorised to hold such keys, but excluding the cost of replacing safe or strongroom locks and in no case exceeding the sum of £500
- iv) **damage** by theft accompanied by forcible and violent entry to or exit from buildings at the **premises** caused with the connivance of any **employee**

16. **Accidental damage** being all risks of **damage** to the **property** insured excluding:

- a) **damage** or **consequential loss** caused by Insured Perils 1 to 13 above whether insured or not or specifically excluded by those Insured Perils
- b) **damage** or **consequential loss** caused by or consisting of:
  - i) inherent vice, latent defect, gradual deterioration, wear and tear, its own faulty or defective design or materials
  - ii) faulty or defective workmanship, operational error or omission on the part of the **insured** or any **employee**

but this will not exclude subsequent **damage** or **consequential loss** which itself results from a cause not otherwise excluded

- c) **damage** or **consequential loss** caused by or consisting of:
  - i) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects
  - ii) change in temperature, colour, flavour, texture or finish
  - iii) theft or attempted theft
  - iv) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of associated steam and feed piping
  - v) mechanical or electrical breakdown or derangement of the particular machine, apparatus or equipment in which such breakdown or derangement originates
  - vi) the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services

but this will not exclude:

- 1) such **damage** or **consequential loss** not otherwise excluded which itself results from any other accidental **damage**
- 2) subsequent **damage** or **consequential loss** which itself results from a cause not otherwise excluded

- d) **damage** or **consequential loss** caused by or consisting of:
  - i) subsidence, ground heave, or landslip
  - ii) normal settlement or bedding down of new structures
  - iii) acts of fraud or dishonesty
  - iv) disappearance, unexplained or inventory shortage, misfiling or misplacing of information
- e) **damage** to **buildings** or any structure caused by its own collapse or cracking
- f) **damage** or **consequential loss** (other than by fire or explosion) resulting from its undergoing any process of production packing treatment testing commissioning servicing or repair
- g) **damage** to:
  - i) jewellery, precious metals, bullion, furs, curiosities, works of art or rare books
  - ii) property in transit
  - iii) glass, china, earthenware, marble or other fragile or brittle objects
  - iv) **money**, credit cards or securities of any description
- h) in respect of Part A unless specifically mentioned as insured, and in respect of Part B:
  - i) vehicles licensed for road use (including accessories on such vehicles), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
  - ii) Land, roads, pavements, piers, jetties, bridges, culverts or excavation
  - iii) Livestock, growing crops or trees
  - iv) **property** or structures in course of construction or erection and materials or supplies in connection with all such **property** in course of construction or erection.

# Part C – All Risks

## Section 1 – Cover

In the event of accidental **damage** to the **property** insured specified in the Schedule arising during the Period of Insurance within the **territorial limits** the **insurer** will pay to the **insured** the value of the **property** at the time of the **damage** or the amount of such **damage** or at the **insurer's** option replace, reinstate or repair the **property** or any part of it provided that the liability of the **insurer** will not exceed:

- a)
  - i) in the whole the total Sum Insured
  - ii) in respect of any item its Sum Insured
  - iii) any other Limit of Liability specified in the Schedule at the time of the Damage
- b) the Sum Insured (or Limit) remaining after deduction for any other **damage** occurring during the same Period of Insurance, unless the **insurer** has agreed to reinstate any such Sum Insured (or Limit).

## Section 2 – Exclusions

The **insurer** will not be liable for:

- a) theft of **property** from an unattended vehicle unless all the doors, windows and other means of access have been secured and locked and all keys of the vehicle removed to a place of safety, and the **property** is placed in the boot of the vehicle or is otherwise out of sight
- b) **damage** caused by:
  - i) depreciation, inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level
  - ii) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, vermin or insect, marring or scratching
  - iii) pollution, contamination, change in temperature colour texture or finish
  - iv) mechanical or electrical breakdown or derangement of the particular machine, apparatus or equipment in which such breakdown or derangement originates not accompanied by **damage** to the machine, apparatus or equipment
  - v) disappearance, unexplained or inventory shortage
  - vi) any testing, repairing, adjusting, servicing or maintenance operation
- c) **damage** to data-processing media and computer systems records caused by:
  - i) data-processing media failure or breakdown or malfunction of the data-processing system including equipment and component parts whilst the said media is being run through the system unless fire or explosion
  - ii) electrical or magnetic injury, disturbance or erasure of electronic recordings except by lightning.

## Section 3 – Special Condition

The sum insured by each item of this Part is declared to be separately subject to **average**.

For the avoidance of doubt clause c) iii) of general condition 4 will not apply.

## Section 4 – Special Extension

The insurance by this Part on **computer equipment** includes the actual breaking or burning out of any part whilst actually in use, arising from either mechanical or electrical defect (including fluctuations in power supply) or derangement to the **computer equipment** causing sudden stoppage of its functions and necessitating repair, replacement or rearrangement before it can resume working. Limit £5,000 any one loss.

This Special Extension will not apply to **computer equipment** not covered by a maintenance contract, leasing contract or guarantee providing for repair or replacement.

# Additional Covers

## Applicable to Parts A and C

### European Community and Public Authorities Clause

Subject to the following special conditions the insurance by each item on **buildings** and **contents** includes such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the Stipulations of:

1. European Community Legislation; or
2. Building or other Regulations under or framed in pursuance of any Act of Parliament or Bye-Laws of any Public Authority

(hereafter referred to as 'the Stipulations') in respect of:

- a) Damage to **property** insured
- b) undamaged portions

excluding:

- i) the cost incurred in complying with the Stipulations:
  - 1) in respect of loss, destruction, or damage occurring prior to the granting of cover by this extension
  - 2) in respect of loss, destruction, or damage not insured by the policy
  - 3) under which notice has been served upon the **insured** prior to the happening of the Damage
  - 4) for which there is an existing requirement which has to be implemented within a given period
  - 5) in respect of **property** entirely undamaged by any cause hereby insured against
- ii) the additional cost that would have been required to make good the **property** lost destroyed or damaged to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen
- iii) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the **property** or by the owner thereof by reason of compliance with the Stipulations.

### Special Conditions

1. The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months of the Damage or within such further time as the **insurer** may allow (during the said 12 months) and may be carried out upon another site (if the Stipulations so necessitate) subject to the liability of the **insurer** under this extension not being thereby increased.
2. If the liability of the **insurer** under this Part other than from this Additional Cover shall be reduced by the application of any of the terms and conditions of this Part then the liability of the **insurer** under this Additional Cover shall be reduced in like proportion.
3. The total amount recoverable under any item of this Part in respect of this Additional Cover shall not exceed:
  - a) in respect of the lost destroyed or damaged **property**:
    - i) 15% of its sum insured
    - ii) where the sum insured by the item applies to **property** at more than one **premises** 15% of the total amount for which the **insurer** would have been liable had the **property** insured by the item at the **premises** where the Damage has occurred been wholly destroyed
  - b) in respect of undamaged portions of **property** (other than foundations) 15% of the total amount for which the **insurer** would have been liable had the **property** insured at the **premises** where the **damage** has occurred been wholly destroyed.
4. The total amount recoverable under this Part will not exceed its sum insured.
5. All the terms and conditions of this Part except in so far as they are varied by this Additional Cover will apply as if they had been incorporated in this Additional Cover.

### Removal of Debris

The insurance by each item on **buildings** and/or **contents** extends to include costs and expenses necessarily and reasonably incurred by the **insured** with the consent of the **insurer** in:

- a) removing debris of
- b) dismantling or demolishing
- c) shoring up or propping

the **property** insured following Damage.

The amount payable under each item will not exceed in total its Sum Insured.

The **insured** will not pay any costs or expenses:

- i) incurred in removing debris except from the site of the **property** destroyed or damaged and the area immediately adjacent to the site
- ii) arising from pollution or contamination of **property** not insured by this Part.

### Non-Invalidation

This insurance will not be invalidated by any act or omission or by any alteration which increases the risk of Damage without the authority or knowledge of or beyond the control of the **insured**, provided that immediately the **insured** becomes aware of the increased risk of Damage notice is given to the **insurer** and any additional premium paid.

### Professional Fees

The insurance by each item on **buildings** or **contents** includes an amount in respect of Architects', Surveyors', Legal and Consulting Engineers' fees necessarily and reasonably incurred in the reinstatement or repair of **property** insured consequent upon its Damage but not for preparing any claim. The amount payable under each item will not exceed in total its Sum Insured.

### Capital Additions

This insurance extends to include **buildings** and **contents** acquired during its currency including additions and extensions to existing structures but not any appreciation in value provided that:

- a) the Additional Cover will not apply to stock in trade or goods in process of manufacture
- b) in any one situation this Additional Cover will not exceed £1,000,000
- c) the **insured** gives particulars of such extensions of cover as soon as practicable but not later than 6 months after such cover has applied and will effect specific insurance on such **buildings** and **contents** retrospective to the time the **insured** became responsible
- d) immediately such specific insurance is effected, cover by the Additional Cover will be fully reinstated.

### Drains and Gutters

The insurance by each item on **buildings** or **contents** extends to include costs and expenses necessarily and reasonably incurred by the **insured** with the consent of the **insurer** in cleaning and/or clearing drains and/or sewers and/or gutters, the **property** of the **insured** or for which the **insured** is responsible following Damage to the **property** insured.

The amount payable under each item will not exceed in total its Sum Insured.

### Trace and Access

In the event of **damage** resulting from escape of water if insured this insurance is extended in addition to the Sum Insured to pay the reasonable costs and expenses necessarily incurred with the **insurer's** consent in locating the source of such **damage** and the subsequent making good of any **damage** caused provided always that the **insurer's** liability any One Event and in the aggregate in any one period of insurance will not exceed £25,000.

### Underground Services

The insurance by each item on **buildings** or **contents** extends to include accidental damage to oil tanks, piping, ducting, cables, wires and associated control gear and accessories serving the **buildings** but only to the extent of the **insured's** responsibility. Limit £1,000 any one loss.

### Automatic Reinstatement of Sum Insured

In consideration of the insurance not being reduced by the amount of any loss the **insured** will pay the appropriate extra premium on the amount of the loss from the date of the occurrence to the date of expiry of the Period of Insurance.

## Adaptation (Energy Performance and Sustainable Buildings) Clause

This part includes:

- a) the additional cost of reinstatement incurred with the prior written consent of the **insurer** to comply with the recommendations made under any current energy performance certificate in respect of Damage
- b) additional cost of reinstatement incurred with the prior written consent of the **insurer** to reinstate the Damage to a standard above the minimum required under the prevailing European Union or Building or other regulations under or framed in pursuance of any Act of Parliament or bye-laws of any public authority where such standard would otherwise result in a recommendation for improvement to be made in a subsequent energy performance certificate assessment
- c) the reasonable additional cost of reinstatement incurred with the prior written consent of the **insurer** arising from the use of alternative materials or sources of materials in accordance with the principles of the Building Research Establishment Environmental and Sustainability Standard.

Provided always that:

- i) the **insurer** will not be liable for any undamaged portions of the **property** insured
- ii) the **insurer** will not be liable for the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the **property** insured by reason of the works funded by the application of this clause
- iii) the **insurer** will not be liable for the cost incurred in complying with prevailing European Union or Building or other regulations under or framed in pursuance of any Act of Parliament or bye-laws of any public authority under which notice has been served upon the insured prior to the happening of the Damage
- iv) if the liability of the **insurer** under any item of this part other than this clause is reduced by the application of any of the terms and conditions of this part then the liability of the insurer under this clause in respect of any such item will be reduced in like proportion
- v) the total amount recoverable under this clause in respect of any One Event and in total in any one period of insurance will not exceed 5% otherwise payable in respect of **buildings** in the absence of this clause or £100,000 whichever is the lesser.

## Bequeathed Property

This part includes **property** anywhere in the **territorial limits** bequeathed to the **insured** excluding:

- a) motor vehicles licensed for road use or their accessories, trailers, caravans, watercraft or aircraft
- b) **property** insured under any other policy.

Cover is in force from the commencement date of the **insured's** interest in the **property**.

Provided always that:

- i) the **insurer's** liability will not exceed £10,000 any one item other than **buildings** for which the limit is £500,000 at any one site
- ii) the **insured** will supply to the **insurer** details of all such bequeathed **property** at the end of each period of insurance and pay any additional premium required.

## Damage to Reputation

This part includes reasonable costs incurred by the **insured** to mitigate resultant damage to the **insured's** reputation subsequent to any One Event insured under this part.

Provided always that:

- a) the damage to the **insured's** reputation is a consequence of media coverage in print, by radio, television or news agency
- b) the value of any One Event is in excess of £1,000,000 after the application of any deductible or excess
- c) the **insurer's** liability under Parts A and B combined will not exceed £50,000 in any one period of insurance
- d) the **insurer** will not be liable unless subsequent to any One Event the sole conduct and control of any claim or series of claims under this clause rests with the **insurer**.

### Fire Extinguishment Expenses

This part includes reasonable costs and expenses necessarily incurred by the **insured** for:

- a) refilling fire extinguishing appliances
- b) recharging gas flooding systems
- c) replacing used sprinkler heads
- d) refilling sprinkler tanks where water costs are metered
- e) resetting fire and intruder alarms
- f) fire brigade charges

following Damage.

Provided always that the **insurer's** liability any One Event will not exceed £25,000.

### Groundsmens' Equipment

This part includes groundsmens' tools, machines and equipment at the **premises**.

Provided always that:

- a) the **insurer's** liability any One Event will not exceed £10,000
- b) moveable items are returned to secure premises whilst not in use
- c) moveable items will not be left unattended.

### Landscaped Gardens

This Part includes reasonable costs and expenses necessarily incurred with the **insurer's** consent in making good **damage** caused by the emergency services to landscaped gardens or grounds at the **premises** caused by Damage but excluding:

- a) the cost of movement of soil other than as necessary for surface preparation
- b) the failure of trees, shrubs, plants or turf to become established following replanting
- c) the failure of seeds to germinate.

Provided always that the **insurer's** liability any One Event will not exceed £15,000.

### Loss Minimisation and Prevention Expenditure

This Part includes reasonable costs and expenses necessarily incurred by the **insured** in:

- a) preventing or mitigating Damage to insured **property** in the event of imminent Damage
- b) preventing or mitigating further Damage to insured property after or in consequence of actual Damage.

Provided always that:

- i) the impending Damage was not reasonably foreseeable and would be the natural outcome if such costs and expenses were not incurred
- ii) the costs and expenses incurred prevented or mitigated the Damage
- iii) the **insurer's** limit of liability does not exceed £100,000 in the aggregate in any one period of insurance.

### Metered Water

This part includes the cost of metered water for which the **insured** is legally responsible arising from its escape.

Provided always that:

- a) the amount payable in respect of any one **premises** is limited to such excess water charges resulting from accidental escape of water from pipes, apparatus or tanks in consequence of Damage
- b) the **insurer's** liability any One Event will not exceed £15,000.

# Special Conditions

## Applicable to Parts A and C

### Average

The Sum Insured by each item of this Part (other than those applying solely to fees, rent or removal of debris) is declared to be separately subject to **average**.

For the avoidance of doubt clause c) iii) of general condition 4 will not apply.

### Fire Extinguishing Appliances

In consideration of any discount for Fire Extinguishing Appliances allowed from the premium the appliances will be inspected every week and any defect disclosed by such inspection or otherwise will be promptly remedied.

Providing the above is observed by the **insured** this insurance will not be affected by any defect in any of the appliances due to circumstances unknown to or beyond the control of the **insured**.

### Designation

For the purpose of determining where necessary the heading under which any **property** is insured, it is agreed to accept the designation under which such **property** has been entered in the **insured's** books.

### Other interests

It is agreed and understood that where the **insured** so intend the interests of parties other than the **insured** in this insurance are admitted, the nature of such interests to be declared in the event of loss.

### Security Protections

- a) All protections will be fitted in accordance with the **insurer's** requirements and together with all other devices for the protection of the **property** insured will be kept in good order and put into full and effective operation when the **premises** are closed for **business** or are unattended.
- b) All keys including duplicate keys relative to the security of the **premises** will be removed from the secured **premises** whenever they are closed or unattended.
- c) Any intruder alarm system will be:
  - i) installed in accordance with the specification agreed by the **insurer** and no alteration or variation of the system or the procedures agreed with the **insurer** for Police or any other response to any activation of the system or any structural alteration to the **premises** which would affect the system will be made without the written consent of the **insurer**
  - ii) maintained in full and effective working order at all times under a contract to provide both corrective and preventive maintenance with the installing company or such other company as approved by the **insurer** with no alteration being made thereto without the written consent of the **insurer**
  - iii) tested and set whenever the alarmed portion of the **premises** are closed or unattended by the **insured** or any person authorised by the **insured** to be responsible for the security of the **premises**.
- d) Immediate advice will be given to the **insurer**
  - i) of any notice from the Police or a security organisation that the intruder alarm system signals will be disregarded
  - ii) of any notice from the local authority or a magistrate of any requirement imposed under the terms of the Environmental Protection Act 1990 or other legislation requiring modification of the intruder alarm system
  - iii) if the intruder alarm system cannot be turned on or maintained in full working order.
- e) All keys to the intruder alarm system are removed from the **premises** when they are left unattended.
- f) The **insured** maintains secrecy of codes for the operation of the intruder alarm system and no details of same are left on the **premises**.
- g) The **insured** shall appoint at least two keyholders and lodge written details (which must be kept up to date) with the alarm company and Police.
- h) In the event of notification of any activation of the intruder alarm system or interruption of the means of communication during any period that the intruder alarm system is set, a keyholder shall attend the **premises** as soon as reasonably possible.

# Exclusions to Parts A, B and C

## Applicable to Part A

### Excesses

Each claim arising from the undernoted Insured Perils will be subject to an **excess** applying to each and every loss, each and every separate **premises**, the amount of which is specified in the Schedule.

- 4 Malicious Persons
- 7 Storm or Flood
- 8 Escape of Water or Beer
- 11 Falling Trees
- 14 Subsidence, Ground Heave or Landslip
- 15 Theft
- 16 Accidental Damage

The **insurer** will not be liable for:

- a) **damage** to any **property** more specifically insured by or on behalf of the **insured**
- b) consequential loss of any kind other than loss of rent if insured.

## Applicable to Part B

The **insurer** will not be liable for loss, cost or expense arising directly or indirectly from erasure, loss, distortion or corruption of information on computer systems or other records, programs or software:

- a) whilst mounted in or on any machine or data-processing apparatus
- b) due to the presence of a magnetic flux
- c) caused deliberately by rioters, strikers, locked-out workers, persons taking part in labour disturbances or civil commotion or malicious persons
- d) caused otherwise unless resulting from Damage.

## Applicable to Parts A and B

The **insurer** will not be liable for:

- a) loss, destruction, damage, cost or expense caused by or resulting from pollution or contamination but this will not exclude **damage** or **consequential loss** not otherwise excluded caused by:
  - i) pollution or contamination which itself results from Damage
  - ii) Damage which itself results from pollution or contamination
- b) loss, destruction, or damage to any **property** or any loss, cost or expense arising from riot or civil commotion unless these Perils are specified and then only to the extent stated.

## Applicable to Part C

The **insurer** will not be liable for an **excess** the amount of which is specified in the Schedule. Unless otherwise stated the **excess** will apply to each and every loss.

## Applicable to Parts A, B and C

1. The **insurer** will not be liable for loss, destruction, damage, cost or expense directly or indirectly caused by or contributed to by or consisting of or arising in whole or in part from:
  - a) the way in which any **data processing system** responds to or deals with or fails to respond to or fails to deal with any true calendar date
  - b) any **data processing system** responding to or dealing in any way with:
    - i) any data denoting a calendar date or dates as if such data did not denote a calendar date or dates
    - ii) any data not denoting a calendar date or dates as if such data denoted a calendar date or dates

whether such **data processing system** is the property of the **insured** or not but in respect of **damage** or **consequential loss** insured by Parts A and B this **general exclusion** will apply only to insured Peril 16 (if insured) and in respect of Insured Peril 16 will not exclude subsequent **damage** or **consequential loss** not otherwise excluded which results from a Defined Peril

This exclusion does not apply to **damage** caused by **theft** as defined under Peril 15 in the Insured Perils section.

## 2a. Exclusion in respect of terrorism

This Policy does not cover loss, destruction, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with:

- a) any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:
  - i) involves violence against one or more persons; or
  - ii) involves **damage to property**; or
  - iii) endangers life other than that of the person committing the action; or
  - iv) creates a risk to health or safety of the public or a section of the public; or
  - v) is designed to interfere with or to disrupt an electronic system
- b) any action in controlling, preventing, suppressing, retaliating against, or responding to any act, or preparation in respect of action, or threat of action described in a) above.

In any action or suit or other proceedings where the **insurer** alleges that by reason of this Exclusion cover is not provided under this Policy, the burden of proving that cover is provided under this Policy shall be upon the **insured**

## 2b. Northern Ireland Exclusion

This Policy does not cover loss, destruction, damage, cost or expense in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of civil commotion.

# Endorsements

Applicable only where specified in the Schedule.

## 1. Reinstatement

Subject to the following Special Conditions the basis upon which the amount payable in respect of **buildings** and **contents** is to be calculated will be the Reinstatement of the **property** suffering **damage**.

### Special Conditions

1. The liability of the **insurer** for the repair or restoration of **property** which is only partially damaged will not exceed the amount which would have been payable had such **property** been wholly destroyed.
2. In respect of any item which is declared to be subject to **average**: if the sum insured at the commencement of Damage is less than 85% of the cost, at the time of reinstatement, of reinstating the whole of the **property** covered by that item the **insured** will bear a proportional share of the loss directly related to the difference between the Sum Insured and the estimated cost of reinstating the whole of the **property**.
3. Any additional amount which may be payable solely due to this Reinstatement Condition will be paid only if:
  - a) Reinstatement commences and proceeds without unreasonable delay
  - b) the cost of Reinstatement has been actually incurred
  - c) at the time of its Damage the **property** insured is not insured by any other insurance effected by or on behalf of the **insured** which is not upon the same basis of Reinstatement.
4. All the terms and conditions of this Part will apply:
  - a) in respect of any claim payable under the provisions of this Reinstatement Condition except in so far as they are varied hereby.
  - b) where claims are payable as if this Reinstatement Condition had not been incorporated.

## 2. Index-linking

The Sum Insured in respect of each of the items specified under Parts A and C in the Schedule will be adjusted monthly in line with the indices selected by the **insurer**. At each renewal the premium will be calculated on the adjusted Sum Insured.

## 3. Unoccupied Buildings

- a) The **insured** undertake in respect of **unoccupied buildings**
  - i) to notify the **insurer** immediately they become aware that any **buildings** or portion thereof is **unoccupied** or any **unoccupied buildings** or portion thereof becomes tenanted
  - ii) that all mains services will be turned off (except electricity supply to maintain any fire or intruder alarm system)
  - iii) that the water system be completely drained or, during the period 1 October to 1 April each year any central heating system may be kept working at a minimum temperature of 5 degrees C. (additionally, where sprinkler systems are installed it may be necessary to maintain water supplies. In these circumstances heating must be maintained at a minimum temperature of 5 degrees C)
  - iv) to arrange the inspection of the **buildings** internally and externally by an authorised representative, removing waste where necessary. Frequency to be notified in writing by the **insurer**
  - v) to seal up all letter boxes and take steps to prevent accumulations of mail
  - vi) to secure the **buildings** against unlawful entry by closing and locking doors and windows and setting any security and alarm systems.

## 4. Day one basis (non-adjustable)

The following **special definition** and Declaration Conditions apply in respect of the items specified in the Schedule under Part A:

### Special Definition

#### Declared Value

The **insured's** assessment of the cost of Reinstatement of the **property** insured arrived at in accordance with the Reinstatement provisions at the level of costs applying at the inception of each Period of Insurance (ignoring inflationary factors which may operate subsequently) together with, insofar as the insurance by the item provides, due allowances for:

- a) the additional costs of reinstatement to comply with European Community and Public Authority requirements
- b) professional fees
- c) debris removal costs.

## Declaration Conditions

1. The **insured** having stated in writing the Declared Value which is shown in the Schedule as the sum insured for each of the said items the premium has been calculated accordingly. The actual sum insured is 125% of the Declared Value.
2. At the inception of each Period of Insurance the **insured** will notify the **insurer** of the Declared Value of the **property** by each of the item(s). In the absence of such declaration the last amount declared by the **insured** Index Linked in accordance with Endorsement 2 will be taken for the ensuing Period of Insurance.
3. The following wording replaces Special Condition 2 of Endorsement 1:
  2. If at the commencement of Damage the Declared Value of the **property** covered by an item is less than the cost of Reinstatement at the inception of the Period of Insurance then the **insurer's** liability for any loss will be limited to the proportion which the Declared Value bears to such cost of Reinstatement.
4. Where claims are payable as if Endorsement 1 had not been incorporated all the terms and conditions of the Part will apply except that the Sums Insured will be limited to the percentage specified in the Schedule of each Declared Value.

## 5. Automatic fire alarm installations

In respect of automatic fire alarm installation(s) the **insured** hereby undertake to:

- a) carry out the testing and checking requirements referred to on the completion certificate and remedy promptly any defect disclosed
- b) carry out the maintenance procedures specified by the manufacturers of the equipment
- c) notify the **insurer** immediately of any disconnection or failure of the automatic fire alarm installation likely to leave any area unprotected for 12 hours or more
- d) record details of all events such as alarms faults, tests, maintenance and disconnections and keep such details available for examination by the **insurer**.

## 6. Portable Heating

Portable Heating appliances are allowed for use in the **premises** on a maximum of 2 days of any week subject to their type conforming to the following:

- a) Electrical Appliances  
heaters with enclosed elements or forced convection heaters incorporating a fan failure cut-out device and/or an overheat cut-out device
- b) Gas Appliances having both:
  - i) an integral fuel source; and
  - ii) one or more of the following safety features: a flame failure device, an overheat cut-out device and where relevant, a fan failure cut-out device.

All Portable Heating Appliances must be located in a safe position:

- i) at least 1 metre clear of any combustible material
- ii) where they cannot be accidentally knocked over

and in addition in respect of paragraph b):

- iii) away from draughts
- iv) provided with an independent non-combustible guard.

## 7. Electrical

The electrical installation must be checked by an Institution of Electrical Engineers qualified electrician with any defects being attended to within 3 months of inception of this Policy.

## 8. Basement storage

It is a condition precedent to the **insurer's** liability that all property kept in any cellar, basement or sub-basement will be kept on racks or shelves at least 30cm above floor level.

## 9. Fire break doors and shutters

It is a condition precedent to the **insurer's** liability that all fire break doors and shutters will be kept closed (except during working hours) and will be maintained in efficient working order.

# Part D – Money

## Section 1 – Special Definitions

### Assault

- a) violent or criminal assault; or
- b) attack by animals.

### Non-Negotiable Money

crossed cheques, crossed girocheques, crossed bankers' drafts, crossed national giro drafts, crossed money orders, crossed postal orders, franking machine units, used national insurance stamps, national savings certificates, credit company sales vouchers and Value Added Tax purchase invoices.

### Person Insured

any person aged between 16 and 65 years inclusive other than:

- a) an employee of a security company or similar organisation
- b) any person committing or attempting robbery.

## Section 2 – Cover

The **insurer** will pay to the **insured** in the event of loss of **money** from any cause which is not excluded arising during the Period of Insurance, the amount of such loss not exceeding the Limits specified in the Schedule.

## Section 3 – Additional Cover

	<b>Limit of Liability</b>
a) Accidental <b>damage</b> as a direct result of robbery or attempted robbery to:	
i) personal effects of any <b>employee</b>	£500
ii) any franking machine, safe, strongroom or security case, bag specially designed container for the carriage of <b>money</b>	Reinstatement or other Value
b) the cost of replacing safe or strongroom locks made necessary by theft of keys from the <b>premises</b> or from the home of any adult authorised to hold such keys, but excluding such cost where the keys have been left on the <b>premises</b> whilst closed for business purposes	£1,000
c) provided that no other personal accident insurance is operative the <b>insurer</b> will pay to the <b>insured</b> such of the amounts below as are applicable if a Person Insured sustains bodily injury by Assault whilst entrusted with <b>money</b> by the <b>insured</b> , as a result of which death or disablement occurs within 24 months of such injury:	
i) death, total loss of use of one or more hands and feet or total loss of sight in one or both eyes	£10,000
ii) permanent total disablement (other than stated in (i) above) from engaging in usual profession or occupation	£10,000
iii) temporary disablement from engaging in usual profession or occupation for a maximum period of 104 weeks from date of disablement	Normal weekly wage or salary up to £150 per week

All sums paid under iii) will be deducted from any sums payable under i) or ii) in respect of the same injury to the same Person Insured.

## Section 4 – Exclusions

The **insurer** will not be liable for:

- a) any loss arising from error or omission in receipts, payments, accounting practice or depreciation in value
- b) any loss due to fraud or dishonesty on the part of an **employee** but this Exclusion will not apply to loss arising from fraud or dishonesty which is discovered within 72 hours, provided that:
  - i) such loss is not recoverable under a Fidelity Guarantee bond or policy of insurance
  - ii) the **insurer's** liability will not exceed the amount specified in the Schedule against Item 2(c)(i)
- c) any loss of **money**:
  - i) in excess of £100 from an unattended vehicle
  - ii) in the custody or control of a security company or similar organisation except for the amount of any loss which cannot be recovered from the security company by legal means but not exceeding the relevant Limit specified in the Schedule
  - iii) resulting from gradual deterioration, mechanical or electrical defect, breakdown or malfunction of any franking, dispensing or similar machines
  - iv) in the mail other than sent by registered post
- d) an **excess** the amount of which is specified in the Schedule. Unless stated otherwise, the **excess** will apply to each and every loss.

## Section 5 – Special Conditions

### Accompaniment

The **insurer** will not be liable for any loss of **money** in transit unless accompanied by able-bodied adult persons as follows:

Amount Carried	Minimum Number of Persons
Up to £2,500	One
Over £2,500 and up to £5,000	Two
Over £5,000 and up to £10,000	Three

cover for amounts over £10,000 is only applicable if specified in the Schedule.

### Condition Precedent

It is a condition precedent to the **insurer's** liability that whenever an office, room or area in which a safe or strongroom containing **money** is situated becomes unattended:

- a) such safe or strongroom is securely locked
- b) all keys or combination code to such safe or strongroom are removed from the **premises** or kept on the person of an authorised **member** or **employee**.

# Part E – Public Liability

## Section 1 – Special Definitions

### Data

data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.

### Financial Loss

economic or pecuniary losses for which the **insured** may be held legally liable in the law of tort.

### Geographical Limits

- a) the **territorial limits**
- b) elsewhere in the world in connection with temporary visits by **members** and **employees** not engaging in manual work and normally resident in and travelling from the **territorial limits**
- c) in respect of Products worldwide other than the United States of America, Canada and any territory within their jurisdictions.

### Injury

bodily injury including death, illness and disease.

### Pollution or Contamination

- a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
- b) all loss or **damage** or Injury directly or indirectly caused by such pollution or contamination.

### Products

goods (including containers, packaging, labelling and instructions) sold, supplied, repaired, altered, treated, erected or installed by the **insured** in connection with the **business**.

## Section 2 – Cover

The **insurer** will indemnify the **insured** in respect of all sums which the **insured** may become legally liable to pay as damages and claimants' costs and expenses for:

- a) accidental Injury to any person (other than an **employee** if such Injury arises out of and in the course of employment by the **insured**)
- b) accidental **damage** to **property**:
  - i) not belonging to nor in the custody or control of the **insured**
  - ii) not in the custody or control of an **employee**
- c) accidental **damage** to **property** in the custody or control of the **insured** or any **employee** being:
  - i) personal effects including motor vehicles and their contents belonging to any **member**, **employee** or visitor
  - ii) buildings including their contents which are not owned, leased, hired or rented by the **insured**
- d) accidental **damage** to buildings and their contents including fixtures and fittings which are leased, hired or rented by the **insured** but excluding:
  - i) liability assumed by the **insured** under a tenancy or other agreement which would not have attached in the absence of such agreement
  - ii) the first £100 of each claim for **damage** unless caused by fire or explosion

occurring within the Geographical Limits during the Period of Insurance arising out of the **business**.

In addition the **insurer** will pay all costs and expenses incurred with its written consent:

- i) in defending any claim for damages
- ii) for representation at any coroner's inquest or fatal inquiry or court of summary jurisdiction in respect of any occurrence which may be the subject of indemnity under this Part.

### Section 3 – Financial Loss

The **insurer** will indemnify the **insured** in respect of all sums which the **insured** may become legally liable to pay as damages and claimants' costs and expenses for Financial Loss arising as a result of a negligent and accidental act, error or omission committed, or alleged to have been committed, within the Geographical Limits, by an **employee, member or volunteer** in, or about, or in consequence of, their duties (meaning activities approved by the **insured** where the **insured** is legally entitled to approve such activities) arising out of the **business** occurring during the Period of Insurance.

In addition the **insurer** will pay all costs and expenses incurred with its written consent:

- a) in defending any claim for damages
- b) for representation at any coroner's inquest or fatal inquiry or court of summary jurisdiction in respect of any occurrence which may be the subject of indemnity under this Section.

#### Exceptions

The **insurer** will not be liable for Financial Loss:

- a) caused by the failure of the **insured** to fulfil its obligations under any contract entered into with the claimant
- b) arising from Products
- c) arising from libel, slander, defamation, malicious falsehood or injurious falsehood
- d) arising out of or in connection with the Data Protection Act 2018 or Regulation (EU) 2016/679 (General Data Protection Regulation).

### Section 4 – Indemnity to the Other Persons

The **insurer** will also indemnify under the terms of this Part at the **insured's** request:

- a) any **employee**
- b) any **member**
- c) any **volunteer**
- d) any principal for whom the **insured** is or has been carrying out work but only to the extent required by the contract for the work
- e) any officer or member of the **insured's** catering, social, sports and welfare organisations provided that:
  - i) the **insured** would have been entitled to indemnity had the claim been made against the **insured**
  - ii) any person claiming indemnity:
    - 1) is not entitled to indemnity from any other source
    - 2) was, at the time of the incident giving rise to the claim, acting within the scope of their authority
    - 3) will be subject to the terms and conditions of this Part insofar as they can apply
  - iii) the **insurer** has the sole conduct and control of any claim
  - iv) no indemnity will be provided to any person in respect of the consequences of their own fraud, dishonesty or criminal act in respect of Section 3.

### Section 5 – Health and Safety at Work, etc. Act 1974

The **insurer** will indemnify the **insured** (and any **member** or **employee** if the **insured** so requests) against legal costs and expenses incurred with the **insurer's** written consent in defending any prosecution including an appeal against a conviction resulting from a prosecution brought under sections 2 to 8 (inclusive) of the Health and Safety at Work, etc. Act 1974 or any subsequent legislation in addition thereto or in substitution therefor relating to the health, safety and welfare of persons other than **employees** provided that:

- a) the prosecution relates to a matter that involves Injury which is or may be the subject of indemnity under this Part
- b) no indemnity is otherwise available.

## Section 6 – Consumer Protection Act 1987

The **insurer** will indemnify the **insured** (and any **member** or **employee** if the **insured** so requests) against legal costs and expenses incurred with the **insurer's** written consent in connection with any criminal proceedings brought in respect of a breach or alleged breach of Part II of the Consumer Protection Act 1987 provided that:

- a) the alleged offence was committed during the Period of Insurance
- b) no indemnity is otherwise available
- c) the alleged offence was accidental in origin
- d) the proceedings relate to a matter that involves Injury or **damage** to **property** which is or may be the subject of indemnity under this Part.

## Section 7 – Overseas Personal Liability

The **insurer** will indemnify the **insured** and if the **insured** so requests any **member** or **employee** (and any member of their families accompanying them) normally resident within the **territorial limits** in respect of liability incurred by such persons in a personal capacity whilst temporarily outside the **territorial limits** in connection with the **business** provided that the indemnity will not apply to liability:

- a) which attaches because of a contract or agreement and which would not otherwise have attached
- b) arising from any employment, business, profession or trade
- c) arising from the ownership, occupation, possession or use of land, buildings, motor vehicles, caravans, watercraft or aircraft.

## Section 8 – Defective Premises Act 1972

The **insurer** will indemnify the **insured** in respect of liability incurred under Section 3 of the Defective Premises Act 1972 arising from Injury or **damage** occurring within 7 years from the cancellation or expiry of this Part provided that:

- a) the **insurer** will not be liable for the cost of remedying any defect or alleged defect in any premises
- b) the **insured** is not entitled to indemnity under any other policy.

## Section 9 – Contingent Motor Liability

Notwithstanding Exclusion 9 the **insurer** will indemnify the **insured** in respect of all sums which the **insured** may become legally liable to pay as damages and claimants' costs and expenses arising out of the use of any motor vehicle not owned or provided by the **insured** while being used with the permission of the **insured** in connection with the **business** by any **member** or **employee** other than:

- a) in respect of **damage** to the vehicle or its contents
- b) where indemnity is available under any other policy.

It is a condition that before the **insured** gives permission to any person to use a vehicle for the **business** the **insured** will take all reasonable steps to ensure that there is in force a separate policy of motor insurance giving similar indemnity and including indemnity to the **insured** in respect of liability arising from the use of such vehicle in connection with the **business**.

## Section 10 – Compensation for Court Appearance

The **insurer** will pay the **insured** the following daily rates for the attendance of any **member** or **employee** at Court as a witness at the **insurer's** request in connection with a claim under this Part:

- a) any **director** £250
- b) any **employee** £100

## Section 11 – Data Protection

The **insurer** will indemnify the **insured** for legal costs and expenses incurred with the **insurer's** prior consent, and all sums the **insured** is required to pay as damages to an individual arising from proceedings brought against the **Insured** under:

- a) Sections 168 and 169 of the Data Protection Act 2018
- b) Article 82 of Regulation (EU) 2016/679 (General Data Protection Regulation).

Provided always that:

- i) the **insurer** will not be liable under this Section for:
  - 1) fines, penalties, liquidated, punitive or exemplary damages
  - 2) the costs of notifying any person regarding loss of personal data

- 3) the cost of replacing, reinstating, rectifying or erasing any personal data
  - 4) any deliberate or intentional criminal act or omission giving rise to any claim under this Section committed by the **insured**
- ii) the liability of the **insurer** under this Section will not exceed £1,000,000 in any one period of insurance.

### Section 12 – Heat Precautions

If the **insured** works away from the **premises** using welding or flame cutting equipment, blow lamps, blow torches or hot air guns, no claim under this Part will be payable unless the following conditions have been complied with:

- a) All movable combustible materials are removed from the vicinity of the work.
- b) Suitable portable fire extinguishing appliances are kept ready for immediate use as near as practicable to the scene of the work and that **employees** are trained in their use.
- c) Before heat is applied to any wall or partition or to any material built into or passing through the wall or partition an inspection will be made by a responsible person to make sure that there are not combustible materials which may be ignited by direct or conducted heat.
- d) Such equipment is lit or operating for a short a time as possible before use and is extinguished immediately after use and is not left unattended whilst lit or operating.
- e) Blow lamps are filled and gas canisters are changed in the open.
- f) A fire safety check is made in the vicinity of the work on completion of each period of work and again after 30 minutes.
- g) Fixed combustible materials in the area in which welding or flame cutting equipment is used will be protected by overlapping sheets or screens of non-combustible material.

### Section 13 – Corporate Manslaughter and Corporate Homicide Act 2007

The **insurer** will also indemnify the **insured** in respect of legal costs and expenses incurred with the **insurer's** prior written consent in connection with the defence of any criminal proceedings including any appeal against conviction arising from any such proceedings brought in respect of a charge and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man committed or alleged to have been committed during the period of insurance in the course of the **business** and which relates to any event involving Injury which is or may be the subject of indemnity under this Part.

Provided always that:

- a) the **insurer's** total liability under this Section will not exceed in the aggregate the sum specified in the Schedule as the Limit of Indemnity in any one period of insurance. This limit will form part of and not be in addition to the Limit of Indemnity specified in the Schedule
- b) this Section will only apply to proceedings brought in great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- c) the **insurer** must consent in writing to the appointment of any solicitor or counsel who are to act for and on the **insured's** behalf
- d) the **insured** will give **insurer** immediate notice of any summons or other process served upon the **insured** which may give rise to proceedings under this Section
- e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- f) the **insurer** will be under no liability for:
  - i) any deliberate or intentional criminal act committed by the **insured** giving rise to a corporate manslaughter or corporate homicide charge
  - ii) fines or penalties of any kind
  - iii) the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of:
    - 1) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made thereunder
    - 2) the Food Safety Act 1990 or any regulations made thereunder
    - 3) the Consumer Protection Act 1987 or any regulations made thereunder
  - iv) where indemnity for defence costs is available from any other source or is provided under any other insurance or where but for the existence of this clause indemnity would have been provided by such other source or insurance

- g) where the **insurer** have already indemnified the **insured** in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another clause applicable to this part the amount paid under that clause will be taken into account in arriving at the **insurer's** liability payable under this clause.

## Section 14 – Legionella

The **insurer** will also indemnify the **insured** in respect of all sums which the **insured** may become legally liable to pay as damages in respect of Pollution or Contamination caused by or arising from any discharge, release or escape of legionella or other airborne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like.

Provided always that:

- a) all Pollution or Contamination which arises out of or as a consequence of any discharge, release or escape of legionella or other airborne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like will be deemed to have occurred on the date that the **insured** first becomes aware of circumstances which have given or may give rise to such Pollution or Contamination
- b) regular assessments are carried out of all water systems to assess the risk of legionella and any risks identified in the risk assessment are suitably managed
- c) the **insurer** will be under no liability under this clause:
- i) if before the current period of insurance the **insured** had become aware of circumstances which have or may give rise to such Pollution or Contamination
- ii) unless the **insured** at the time Pollution or Contamination which arises out of or as a consequence of discharge, release or escape of legionella or other airborne pathogens is deemed to have occurred is in compliance with the Health and Safety Commission's Approved Code of Practice entitled "Legionnaires Disease – the control of legionella bacteria in water systems"
- d) the **insured** will give notice in writing to the **insurer** immediately on becoming aware of circumstances which have given or may give rise to a claim under this clause
- e) the total liability of the **insurer** under this clause will not exceed in the aggregate the sum stated in the schedule as the limit of indemnity in any one period of insurance. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule.

Special exclusion 8 will not apply to this clause.

The **insured** will at inception of this Part and annually thereafter provide to the **insurer** details of the number of premises owned or operated by the **insured** where cooling towers and or evaporative condensers are present.

## Section 15 – Exclusions

The **insurer** will not be liable for:

### 1. Products Liability under Contract

any liability for Injury of **damage** caused by Products which attaches solely because of a contract or agreement

### 2. Liquidated or Punitive Damages

any amount in respect of:

- a) liquidated damages or penalties which attach solely because of a contract or agreement
- b) exemplary or punitive damages awarded by any court outside the **territorial limits**
- c) fines

### 3. Vessels and Craft

Injury, **damage** or Financial Loss arising out of the use of or caused by any vessel or craft designed to travel in, on or through water, air or space other than waterborne vessels under 5 metres in length

### 4. Airports

Injury, **damage** or Financial Loss arising out of flying operations and activities incidental to such operations in respect of any airport owned or operated by the **insured**

### 5. Aircraft Products

Injury or **damage** caused by Products which have been knowingly supplied by the **insured** for installation in an aircraft and are directly concerned with the safety of such aircraft

## 6. Defective Work and Damage to Products

- a) the cost of rectifying defective work carried out by or on behalf of the **insured**
- b) the cost of recalling, removing, repairing, replacing or making any refund on the price of any Products or **damage** to the Products themselves

## 7. Damage to Property

- a) **damage** to that part of any **property** which was caused by faulty workmanship prior to the sale or transfer of the **property** to some other party
- b) losses consequent upon **damage to property** designed by the **insured** or on the **insured's** behalf and subsequently sold or transferred to some other party

## 8. Professional Liability, Errors and Omissions

Injury, **damage** or Financial Loss resulting from errors or omissions in advice, treatment, design or specification provided by the **insured** or anything used or supplied in such connection

## 9. Motor

Injury, **damage** or Financial Loss arising from the ownership, possession or use by or on behalf of the **insured** or any person entitled to indemnity under this Part, of any mechanically propelled vehicle or any attached trailer (or broken away after attachment) which is licensed for road use and for which compulsory insurance or security is necessary by virtue of the Road Traffic Acts.

Provided the **insured** is not entitled to indemnity under any other policy or any other Part of this Policy this Exclusion will not apply to:

- a) use of any mechanically propelled vehicle which is confined to the **premises**
- b) the loading or unloading of any vehicle or the bringing to or taking away of a load from that vehicle
- c) the use of any item of plant in circumstances for which the Road Traffic Acts would not require compulsory insurance or security where such liability arises solely out of its use as a tool of trade

## 10. Pollution or Contamination

Injury, **damage** or Financial Loss when such Injury, **damage** or Financial Loss arises directly or indirectly out of Pollution or Contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

All Pollution or Contamination which arises out of one incident will be deemed to have occurred at the time such incident takes place.

The **insurer's** total liability for all Pollution or Contamination claims arising, or treated by the **insurer** as arising, directly or indirectly from incidents during any one Period of Insurance will not exceed in the aggregate the sum specified in the Schedule as the Limit of Indemnity

## 11. Courts Jurisdiction

Any claim made or brought:

- a) in the United States of America or Canada or territories under their jurisdiction
- b) under or in consequence of any judgment or order in or under the laws of the United States of America or Canada or territories under their jurisdiction

## 12. Date Recognition

Injury, **damage** or Financial Loss or costs and expenses or any amounts payable under Sections 6 and 11 of this Part directly or indirectly caused by or contributed to by or consisting of or arising in whole or in part from:

- a) the way in which any **data processing system** responds to or deals with or fails to respond to or fails to deal with any true calendar date
- b) any **data processing system** responding to or dealing in any way with:
  - i) any data denoting a calendar date or dates as if such data did not denote a calendar date or dates
  - ii) any data not denoting a calendar date or dates as if such data denoted a calendar date or dates

whether such **data processing system** is the property of the **insured** or not

## 13. Asbestos

liability directly or indirectly caused by, contributed to, by or arising out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos fibres or derivatives

#### 14. Cyber

liability arising out of any actual (or alleged) unauthorised acts (including malicious acts) which results in access to, disruption of, or any failure of any computer or other equipment or component or system or item which processes, stores, transmits or receives Data.

This exclusion is not applicable to the indemnity provided by Part E Section 11 – Data Protection.

### Section 16 – Special Provisions

#### Limit of Indemnity

The Limit of Indemnity specified in the Schedule is the **insurer's** monetary limit in respect of the insurance provided by this Part (other than any Limit otherwise specified) and applies to any one claim or series of claims arising from any one cause except for claims caused by Products where the Limit of Indemnity specified applies in the aggregate in any one Period of Insurance.

Where the **insured** becomes liable to pay a sum above the Limit of Indemnity in respect of claims the **insurer** will pay only the proportion of costs and expenses that the Limit of Indemnity bears to the **insured's** total liability.

#### Insurer's Rights

The **insurer** may at any time pay any Limit of Indemnity (after deduction of any sum of sums already paid) or any lower amount for which any claim or claims can be settled and then relinquish the conduct and control and be under no further liability in respect of the claim except for the payment of costs and expenses incurred with its written consent prior to the date of such payment.

#### Terrorism

The Limit of Indemnity in respect of any one claim or series of claims arising directly or indirectly from **terrorism** is £5,000,000 or the Limit of Indemnity specified in the Schedule, whichever is lower.

# Part F – Hirers Liability

## Section 1 – Special Definitions

### Agreement

the tenancy rental or other contract between the **insured** and Hirer concerning the use of the **premises**.

### Data

data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.

### Hirer

any person or organisation hiring the **premises** under an Agreement with the **insured**.

### Injury

bodily injury including death, illness and disease.

### Pollution or Contamination

- a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
- b) all loss or **damage** or injury directly or indirectly caused by such pollution or contamination.

## Section 2 – Cover

The **insurer** will indemnify the Hirer in respect of all sums which the Hirer may become legally liable to pay as damages and claimants' costs and expenses for:

- a) accidental Injury to any person (other than an employee of the Hirer if such Injury arises out of and in the course of employment by the Hirer)
- b) accidental **damage** to the **premises** or the contents of the **premises** subject to the liability of the **insurer** not exceeding £1,000,000 any one claim in respect of legal liability which attaches to the Hirer solely by reason of the Agreement that would not have attached in the absence of such Agreement
- c) accidental **damage** to other **property** not belonging to nor in the custody or control of the Hirer or of any person in the Hirer's service

occurring during the Period of Insurance arising out of the activities of the Hirer at the **premises**.

In addition the **insurer** will pay all costs and expenses incurred with its written consent:

- i) in defending any claim for damages
- ii) for representation at any coroner's inquest or fatal inquiry or court of summary jurisdiction in respect of any occurrence which may be the subject of indemnity under this Part.

## Section 3 – Exclusions

The **insurer** will not be liable for:

### 1. Products Liability

any liability for Injury or **damage** caused by goods (including containers, packaging, labelling and instructions) sold, supplied, repaired, altered, treated, erected or installed by the Hirer

### 2. Liquidated or Punitive Damages

any amount in respect of:

- a) liquidated damages fines or penalties which attach solely because of a contract or agreement
- b) exemplary or punitive damages awarded by any court outside the **territorial limits**
- c) fines

### 3. Vessels and Craft

Injury or **damage** arising out of the use of or caused by any vessel or craft designed to travel in on or through water, air or space

#### 4. Defective Work and damage to Products

- a) the cost of rectifying defective work carried out by or on behalf of the Hirer
- b) the cost of recalling, removing, repairing, replacing or making any refund on the price of any goods or property sold or supplied by the Hirer or **damage** to the goods or property itself

#### 5. Professional Liability, Errors and Omissions

Injury or **damage** resulting from errors or omissions in advice, treatment, design or specification provided by the Hirer or anything used or supplied in such connection

#### 6. Motor

Injury or **damage** arising from the ownership, possession or use by or on behalf of the Hirer or any person entitled to indemnity under this Part, of any mechanically propelled vehicle or any attached trailer (or broken away after attachment) which is licensed for road use and for which compulsory insurance or security is necessary by virtue of the Road Traffic Acts

#### 7. Pollution or Contamination

Injury or **damage** when such Injury or **damage** arising directly or indirectly out of Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

All Pollution or Contamination which arises out of one incident will be deemed to have occurred at the time such incident takes place.

The **insurer's** total liability for all Pollution and Contamination claims arising, or treated by the **insurer** as arising, directly or indirectly from incidents during any one Period of Insurance will not exceed in the aggregate the sum specified in the Schedule as the Limit of Indemnity

#### 8. Political or Business Use

Injury or **damage** arising out of the use of the **premises** for:

- a) meetings organised by political parties
- b) commercial or business use

#### 9. EXCESS

the first £100 of each and every claim for **damage** to the **premises** or contents caused other than by fire or explosion

#### 10. Courts Jurisdiction

any claim made or brought:

- a) in the United States of America or Canada or territories under their jurisdiction
- b) under or in consequence of any judgment or order in or under the laws of the United States of America or Canada or territories under their jurisdiction

#### 11. Date Recognition

Injury or **damage** directly or indirectly caused by or contributed to by or consisting of or arising in whole or in part from:

- a) the way in which any **data processing system** responds to or deals with or fails to respond to or fails to deal with any true calendar date
- b) any **data processing system** responding to or dealing in any way with:
  - i) any data denoting a calendar date or dates as if such data did not denote a calendar date or dates
  - ii) any data not denoting a calendar date or dates as if such data denoted a calendar date or dates

whether such **data processing system** is the property of the **insured** or not

#### 12. Asbestos

liability directly or indirectly caused by, contributed to, by or arising out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos fibres or derivatives

#### 13. Cyber

liability arising out of any actual (or alleged) unauthorised acts (including malicious acts) which results in access to, disruption of, or any failure of any computer or other equipment or component or system or item which processes, stores, transmits or receives Data.

## Section 4 – Special Provisions

### Limit of Indemnity

The Limit of Indemnity specified in the Schedule is the **insurer's** monetary limit in respect of the insurance provided by this Part (other than any Limit otherwise specified) and applies to any one claim or series of claims arising from any one cause.

Where the **insured** becomes liable to pay a sum above the Limit of Indemnity in respect of claims the **insurer** will pay only the proportion of costs and expenses that the Limit of Indemnity bears to the **insurer's** total liability.

### Insurer's Rights

The **insurer** may at any time pay any Limit of Indemnity (after deduction of any sum or sums already paid) or any lower amount for which any claim or claims can be settled and then relinquish the conduct and control and be under no further liability in respect of the claim except for the payment of costs and expenses incurred with its written consent prior to the date of such payment.

### Terrorism

The Limit of Indemnity in respect of any one claim or series of claims arising directly or indirectly from **terrorism** is £5,000,000 or the Limit of Indemnity specified in the Schedule, whichever is lower.

# Part G – Employers Liability

## Section 1 – Special Definitions

### Geographical Limits

- a) the **territorial limits**
- b) elsewhere in the world in connection with temporary visits by **employees** not engaging in manual work and normally resident in and travelling from the **territorial limits**.

### Injury

bodily injury including death, illness and disease.

## Section 2 – Cover

The **insurer** will indemnify the **insured** in respect of all sums which the **insured** may become legally liable to pay as damages and claimants' costs and expenses in respect of Injury caused during the Period of Insurance to any **employee** arising out of and in the course of employment by the **insured** in the **business** within the Geographical Limits.

In addition the **insurer** will pay all costs and expenses incurred with its written consent:

- a) in defending any claim for damages
- b) for representation at any coroner's inquest or fatal inquiry or court of summary jurisdiction in respect of any occurrence
- c) in defending any proceedings in respect of any act or omission or alleged breach of statutory regulations causing or relating to any event

which may be the subject of indemnity under this Part.

## Section 3 – Indemnity to Other Persons

The **insurer** will also indemnify under the terms of this Part at the **insured's** request:

- a) any **employee**
- b) any **member**
- c) any **volunteer**
- d) any principal for whom the **insured** is or has been carrying out work but only to the extent required by the contract for the work
- e) any officer or member of the **insured's** catering, social, sports or welfare organisations

provided that:

- i) the **insured** would have been entitled to indemnity had the claim been made against the **insured**
- ii) any person claiming indemnity:
  - 1) is not entitled to indemnity from any other source
  - 2) was, at the time of the incident giving rise to the claim, acting within the scope of their authority
  - 3) will be subject to the terms and conditions of this Part insofar as they can apply
- iii) the **insurer** has the sole conduct and control of any claim.

## Section 4 – Health and Safety at Work, etc. Act 1974

The **insurer** will indemnify the **insured** (and any **member** or **employee** if the **insured** so requests) against legal costs and expenses incurred with the **insurer's** written consent in defending any prosecution including an appeal against a conviction resulting from a prosecution brought under Sections 2 to 8 (inclusive) of the Health and Safety at Work, etc. Act 1974 or any subsequent legislation in addition thereto or in substitution therefor relating to the health, safety and welfare of **employees** provided that:

- a) the prosecution relates to a matter that involves Injury which is or may be the subject of indemnity under this Part
- b) no indemnity is otherwise available
- c) the **insurer** will provide no indemnity in respect of any fines or penalties.

## Section 5 – Unsatisfied Court Judgments

The **insurer** will pay to any **employee** (or their personal representative) at the **insured's** request the amount of damages and awarded costs remaining unsatisfied 6 months after the date judgment was obtained against another party domiciled in the **territorial limits** for Injury to that **employee** occurring during the Period of Insurance and arising out of and in the course of the **employee's** engagement by the **insured** in the **business** provided that:

- a) there is no appeal pending
- b) the **employee** (or their personal representative) assigns the judgment to the **insurer**
- c) the **insurer** will not be liable for judgments obtained in any Court situated outside the **territorial limits**.

## Section 6 – Corporate Manslaughter and Corporate Homicide Act 2007

The **insurer** will also indemnify the **insured** in respect of legal costs and expenses incurred with the **insurer's** prior written consent in connection with the defence of any criminal proceedings including any appeal against conviction arising from any such proceedings brought in respect of a charge and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man committed or alleged to have been committed during the period of insurance in the course of the **business** and which relates to any event involving Injury which is or may be the subject of indemnity under this Part.

Provided always that:

- a) the **insurer's** total liability under this Section will not exceed in the aggregate the sum specified in the Schedule as the Limit of Indemnity in any one period of insurance. This limit will form part of and not be in addition to the Limit of Indemnity specified in the
- b) this Section will only apply to proceedings brought in great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- c) the **insurer** must consent in writing to the appointment of any solicitor or counsel who are to act for and on the **insured's** behalf
- d) the **insured** will give **insurer** immediate notice of any summons or other process served upon the **insured** which may give rise to proceedings under this Section
- e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- f) the **insurer** will be under no liability for:
  - i) any deliberate or intentional criminal act committed by the **insured** giving rise to a corporate manslaughter or corporate homicide charge
  - ii) fines or penalties of any kind
  - iii) the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of:
    - 1) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made thereunder
    - 2) the Food Safety Act 1990 or any regulations made thereunder
    - 3) the Consumer Protection Act 1987 or any regulations made thereunder
  - iv) where indemnity for defence costs is available from any other source or is provided under any other insurance or where but for the existence of this clause indemnity would have been provided by such other source or insurance
- g) where the **insurer** have already indemnified the **insured** in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another clause applicable to this part the amount paid under that clause will be taken into account in arriving at the **insurer's** liability payable under this clause.

## Section 7 – Exclusions

The **insurer** will not be liable for:

### 1. Offshore Exposures

any Injury caused in connection with any work carried out offshore.

For the purpose of this Exclusion an **employee** will be deemed to be 'offshore' as from the time when they embark onto a conveyance at the point of final departure to an offshore rig or an offshore platform. An **employee** will continue to be deemed to be 'offshore' until such time as they disembark from the conveyance onto land upon their return from an offshore rig or an offshore platform

### 2. Passengers in Motor Vehicles

any Injury caused to any passenger travelling in or on or mounting or dismounting from any mechanically propelled vehicle or attached trailer the property of or in the custody or control of the **insured** whilst such vehicle or trailer is being used by or on behalf of the **insured** in connection with the **business** on a road as described in the Road Traffic Acts.

For the purpose of this Exclusion passenger will not include the driver or person in charge of the vehicle for the purposes of driving.

## Section 8 – Special Provisions

### Compulsory Insurance

The indemnity provided by this Part is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, but the **insured** will repay to the **insurer** all sums paid by the **insurer** which the **insurer** would not have been liable to pay but for the provision of such law.

### Limit of Indemnity

The Limit of Indemnity specified in the Schedule is the **insurer's** monetary limit (including all costs and expenses) in respect of the insurance provided by this Part (other than any Limit otherwise specified) and applies to any one claim or series of claims arising from any one cause.

### Insurer's Rights

The **insurer** may at any time pay:

- a) any Limit of Indemnity (after deduction of any sum or sums already paid); or
- b) any lower amount for which any claim or claims can be settled including costs and expenses incurred with the **insurer's** written consent prior to the date of such payment

and then relinquish the conduct and control and be under no further liability in respect of the claim.

### Terrorism

The Limit of Indemnity in respect of any one claim or series of claims arising directly or indirectly from **terrorism** is £5,000,000 or the Limit of Indemnity specified in the Schedule, whichever is lower.

# Part H – Libel and Slander

## Section 1 – Cover

The **insurer** will indemnify the insured in respect of all sums which the **insured** may become legally liable to pay as damages for:

- a) libels appearing in any publications normal in the **business** by:
  - i) any **member** provided such publications were specifically authorised by the **insured**
  - ii) any **employee**
- b) slanders in oral utterances made by any **member** or **employee** arising out of and in the course of:
  - i) the discharge of official duties on behalf of the **insured**
  - ii) in the case of a **member** official business at meetings of the **insured** or of its committees or sub-committees or any occasion when the **member** is specifically authorised to represent the **insured**

for which a claim is first made against the **insured** and notified to the **insurer** during the Period of Insurance or within 12 months of this Part ceasing to operate provided that:

- i) the date of any publication or utterance on which a claim is based occurs during the Period of Insurance
- ii) any claim notified during the additional 12 month period after this Part ceases to operate will be deemed to have been made during the final Period of Insurance.

In addition the **insurer** will pay all costs and expenses incurred with its written consent in the defence or compromise of any proceedings for libel or slander as stated above begun or threatened against the **insured** and will also pay any costs awarded against the **insured** in any such proceedings.

Provided that the liability of the **insurer** (including costs and expenses) will not exceed in the aggregate the sum specified in the Schedule as the Limit of Indemnity in respect of:

- 1) all claims made during any one Period of Insurance; and
- 2) all damages, costs and expenses incurred or awarded in connection with any one publication or utterance whether all claims in respect of such publication or utterance are made during the same Period of Insurance or not.

## Section 2 – Indemnity to Other Persons

The **insurer** will also indemnify under the terms of this Part at the **insured's** request:

- a) any **employee**
- b) any **member**

provided that:

- i) the **insured** would have been entitled to indemnity had the claim been made against the **insured**
- ii) the total liability of the **insurer** will not be increased beyond the Limit of Indemnity
- iii) any person claiming indemnity:
  - 1) is not entitled to indemnity from any other source
  - 2) will be subject to the terms and conditions of this Part insofar as they can apply
- iv) the **insurer** has the sole conduct and control of any claim.

## Section 3 – Exclusions

The **insurer** will not be liable for:

### 1. Punitive or Exemplary Damages

any amount in respect of punitive or exemplary damages

### 2. Courts Jurisdiction

any claim made or brought:

- a) in the United States of America or Canada or territories under their jurisdiction
- b) under or in consequence of any judgment or order in or under the laws of the United States of America or Canada or territories under their jurisdiction

### 3. Malicious Falsehood or Injurious Falsehood

losses arising from malicious falsehood or injurious falsehood

### 4. Excess

an **excess** the amount of which is specified in the Schedule. Unless stated otherwise, the **excess** will apply to each and every claim or series of claims arising from any one publication or utterance.

## Section 4 – Special Provisions

### Insurer's Rights

The **insurer** may at any time pay the maximum amount payable under this Part (after deduction of any sum or sums already paid) or any lower amount for which any claim or claims can be settled and then relinquish the conduct and control and be under no further liability in respect of the claim except for the payment of costs and expenses incurred with its written consent prior to the date of such payment.

### Claims Notification

The notification to the **insurer** in writing, during the Period of Insurance or the extended 12 months reporting period allowed for under this Part after cessation, of any circumstances that might give rise to a claim under this Part will constitute a claim first made against the **insured** during the Period of Insurance in which the notification is received, even though no notification of any claim has been received from a third party.

# Part I – Motor Vehicles

## Section 1 – Special Definitions

### Accessories

- a) Parts or products specifically designed to be fitted to or used with the The Insured Vehicle including spare parts
- b) permanently fitted entertainment systems, communication, navigation, security equipment or other electronic equipment fitted to The Insured Vehicle by the manufacturer. This does not include equipment temporarily sited in and removable from the The Insured Vehicle being powered from a cigarette lighter/accessory socket
- c) Electric Vehicle charging equipment, being charging cables, adaptors (provided with the Electric Vehicle by the manufacturer) and home installed charging points.

### Child Seat

Any car seat designed for children up to 12 years old including infant carriers, combination car seats, forward facing car seats and high back booster seats with or without harnesses.

### The Insured Vehicle

Any motor vehicle excluding a steam driven vehicle but including an Electric Vehicle as follows:

- a) Motor Car
- b) Motor Cycle
- c) Commercial Vehicle
- d) Special Type

which is insured under this part and described in the Certificate but excluding any vehicle registered outside the **territorial limits** unless the **insured** has requested and the **insurer** has agreed to cover such vehicle.

### Commercial Vehicle

any motor vehicle that is not a Motor Car, Motor Cycle or Special Type.

### Electric Vehicle

Any Insured Vehicle that uses one or more electric motors for propulsion that are powered by a self-contained battery which requires charging from an external power source.

### Motor Car

any private car estate car utility car or passenger carrying vehicle with not more than 16 passenger seats.

### Motor Cycle

any motor cycle, motor cycle and sidecar or moped.

### Pollution or Contamination

all pollution or contamination of buildings or other structures or of water or land or the atmosphere.

### Special Type

any agricultural vehicle or item of mechanically propelled plant.

### Windscreen

Glass in the windscreen and windows, sunroof or panoramic glass roof.

## Section 2 – Third Party Liability

- a) If death or bodily injury or **damage to property** is caused by or arises out of the use of or in connection with the loading or unloading of The Insured Vehicle or an attached trailer the **insurer** will indemnify:
- i) the **insured**
  - ii) any person permitted by the **insured** to drive The Insured Vehicle provided such person holds a licence to drive The Insured Vehicle or has held and is not disqualified from holding or obtaining such a licence unless a licence is not required by law
  - iii) any person (other than the driver) permitted by the **insured** to use The Insured Vehicle for social domestic or pleasure purposes
  - iv) at the request of the **insured** any person being carried in or upon or entering or alighting from The Insured Vehicle
  - v) the legal representatives of any person who would be or have been entitled to indemnity under this Section in respect of their legal liability for such death or bodily injury or **damage to property** and will in addition pay:
    - 1) solicitors' fees for representation at any coroner's magistrates' or similar court in respect of any act which may be the subject of indemnity under this Section
    - 2) costs for the defence of the **insured** or at the request of the **insured** any person entitled to drive The Insured Vehicle against a charge of manslaughter or of causing death by reckless driving provided the accident gives rise to a valid claim under this Section
    - 3) other legal costs and expenses incurred with the **insurer's** written consent.
- b) In respect of any event which may be the subject of indemnity under this Section the **insurer** will pay legal costs and expenses incurred with the **insurer's** prior written consent in connection with the defence of any criminal proceedings including any appeal against conviction arising from any such proceedings brought in respect of a charge and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the Period of Insurance in the course of the **business**.
- Provided always that:
- i) the insurer's liability under this clause will not exceed £5,000,000 in any one Period of Insurance
  - ii) this clause will only apply to proceedings brought in the **territorial limits**
  - iii) the **insurer** must consent in writing to the appointment of any solicitor or counsel who are to act for and on the **insured's** behalf
  - iv) the **insured** will give the **insurer** immediate notice of any summons or other process served upon the **insured** which may give rise to proceedings under this clause
  - v) in relation to any appeal counsel has advised there are strong prospects of such an appeal succeeding
  - vi) the **insurer** will be under no liability:
    - 1) where the **insured** has committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
    - 2) in respect of fines or penalties of any kind
    - 3) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this clause indemnity would have been provided by such other source or insurance.
- c) The **insurer** will indemnify the **insured** and any other person indemnified by Clause a) of Section 2 – Third Party Liability when liability is caused by or arises out of the charging of an Electric Vehicle irrespective of whether compulsory motor insurance legislation operative within the geographical limits defined in Section 18 of this policy applies or not.
- d) In respect of legal liability for **damage to property** directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with **terrorism** the **insurer** will indemnify the **insured**

Provided always that:

- a) the **insurer's** liability under this clause will not exceed £5,000,000 in respect of any one claim or the minimum amount required by the compulsory motor insurance legislation in the country in which the incident occurs whichever is the greater
- b) this clause will only apply to proceedings brought in the geographical limits as defined in Section 18 of this part.

### Exceptions

The **insurer** will not be liable for:

- a) death or bodily injury to any person arising out of or in the course of that persons employment by the person claiming indemnity if insurance cover in respect of liability for such death or bodily injury is provided as a requirement of any compulsory employers liability legislation within the geographical limits as detailed in Section 18
- b) **damage to property** owned by or held in trust by or in the custody or control of the **insured** or any other person claiming to be indemnified under this Section or being conveyed by The Insured Vehicle
- c) any amount in excess of that specified in the Schedule as the Limit for **damage to property** in respect of any one claim or number of claims arising out of one cause
- d) death or bodily injury or **damage** caused or arising beyond the limits of any carriageway or thoroughfare in connection with:
  - i) the bringing of the load to The Insured Vehicle for loading; or
  - ii) the taking away of the load from The Insured Vehicle after unloadingby any person other than the driver or attendant(s) of The Insured Vehicle
- e) death or bodily injury caused to any person or **damage to property** arising from the use of any item of mechanically propelled plant or attachment of The Insured Vehicle whilst operating as a tool of trade other than in accordance with the requirements any compulsory motor insurance legislation operative within the geographical limits as detailed in Section 18
- f) death or bodily injury caused to any person or **damage to property** in respect of any claim which arises directly or indirectly out of Pollution or Contamination unless such Pollution or Contamination arises as a result of a sudden identifiable unintended and unexpected incident which takes place in its entirety at the specific time and place during the Period of Insurance other than in accordance with the requirements any compulsory motor insurance legislation operative within the geographical limits as detailed in Section 18. All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place
- g) legal liability directly or indirectly caused by or contributed to by or arising from the The Insured Vehicle while in or on that part of any aerodrome, airfield, airport or military installation provided for:
  - i) the takeoff or landing of aircraft or aerial devices or for the movement of aircraft or aerial devices on the ground
  - ii) aircraft parking including any associated service roads, refuelling areas, ground equipment parking areas, aprons, maintenance areas and hangars.
- h) death or bodily injury to any person arising directly or indirectly from **terrorism** other than to meet the requirements of the compulsory motor insurance legislation in the country in which the incident occurs.

### Section 3 – Indemnity to Owner

Where required by a contract entered into by the owner and the **insured** the **insurer** will in the terms of and subject to the limitations of Section 2 indemnify the owner of The Insured Vehicle loaned or hired to the **insured** provided that such owner is not entitled to indemnity under any other policy.

### Section 4 – Cross Liabilities

In respect of claims under Section 2 each **insured** named in the Schedule will be deemed to be a third party to the other.

### Section 5 – Indemnity to Principals

The indemnity provided by Section 2 will extend to indemnify any principal of the **insured** in respect of liability at law arising out of the use of The Insured Vehicle in connection with any contract entered into between the **insured** and such principal provided always that:

- a) the **insurer** will not be liable for death or bodily injury or **damage to property** arising out of the negligence or other default of the principal or their servants or agents
- b) the **insurer** will have the sole conduct and control of any claim
- c) the principal is not entitled to indemnity under any other policy.

## Section 6 – Movement of Third Party Vehicles

The indemnity provided by Section 2 will apply to any accident caused by or arising from:

- a) the driving or movement of a vehicle not the property of the **insured** when it is interfering with the performance of the **business** directly connected with the legitimate passage of The Insured Vehicle
- b) the parking or movement by an **employee** of a vehicle belonging to a customer or visitor of the **insured** on or within the vicinity of the **premises**.

For the purposes of this Section the words “or in the custody or control of” in Section 2 Exception (b) will not apply to such third party vehicles.

## Section 7 – Contingent Liability

The indemnity provided by Section 2 will apply in respect of all sums which the **insured** may become legally liable to pay as damages and claimants’ costs and expenses arising out of the use of any motor vehicle not owned or provided by the **insured** while being used with the permission of the **insured** in connection with the **business**.

Provided always that:

- a) such motor vehicle is not the **insured’s** property or held by the **insured** under a hire purchase agreement or hired or leased by the **insured**
- b) the **insured** has taken all reasonable steps to ensure that there is in force in respect of such motor vehicle an insurance that is valid for such use
- c) if any claim covered by this Section is covered by any other insurance then notwithstanding General Condition 7 the **insurer** will not be liable to make any contribution to such claim
- d) motor vehicle does not include any vehicle registered outside of the **territorial limits**.

## Section 8 – Towing Disabled Vehicles

If The Insured Vehicle is being used for the purpose of towing any one disabled mechanically propelled vehicle the **insurer** will indemnify the **insured** in the terms of Section 2 in respect of liability in connection with the towed vehicle provided that:

- a) such vehicle is not towed for reward
- b) the **insurer** will not be liable by reason of this Section in respect of **damage** to the towed vehicle or **property** being conveyed by such vehicle.

## Section 9 – Damage to Vehicle – By Fire or Theft

The **insurer** will indemnify the **insured** in respect of **damage** to The Insured Vehicle or its Accessories caused by fire or theft or attempted theft.

## Section 10 – Damage to Vehicle – Other than by Fire or Theft

The **insurer** will indemnify the **insured** in respect of **damage** to The Insured Vehicle or its Accessories other than as described in Section 9.

### Exceptions to Sections 9 and 10

The **insurer** will not be liable in respect of:

- a) depreciation wear and tear mechanical electrical electronic computer and computer software breakdowns or failures or faults or breakages
- b) diminution in the value of The Insured Vehicle
- c) loss of use
- d) Section 10 – **damage** to tyres by application of brakes or by punctures cuts or bursts.
- e) **damage** caused by deception.
- f) **damage** to The Insured Vehicle caused directly by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds

## Provisions to Sections 9 and 10

### 1. New for Old

#### New for Old

If any Motor Car or goods carrying Commercial Vehicle not exceeding 7.5 tonnes gross vehicle weight is within one year of first registration:

- a) damaged to the extent that the costs of repair would exceed 50% of the manufacturer's recommended retail price plus taxes; or
- b) lost by theft and not recovered the **insurer** will replace it with a new vehicle of the same manufacturer and of the same or like type provided always that:
  - i) the **insured** requests it; and
  - ii) any other interested party known to the **insurer** consents; and
  - iii) such a replacement is available.

### 2. Theft or Loss of Keys

If the keys or any other removable ignition device or lock transmitter for The Insured Vehicle are stolen or accidentally lost the **insurer** will at the **insured's** request pay to replace:

- a) the door locks and/or boot lock
- b) the ignition and/or steering lock
- c) the lock transmitter and/or central locking interface.

Provided that:

- i) such loss is reported to the police
- ii) any other interested party known to the **insurer** consents
- iii) this indemnity will not exceed the market value of The Insured Vehicle immediately before **damage**; and
- iv) the **insurer** will not be liable for the cost of replacing any alarms or other security devices fitted to The Insured Vehicle.

Any such payment will not be subject to any **excess** which would otherwise be payable.

### 3. Child Seat Replacement

Where a Motor Car is fitted with a Child Seat, whether or not owned by or provided by the **insured**, in the event of an incident for which indemnity is provided by this section the **insurer** will replace the Child Seat with a new Child Seat of the same or like type, make, model and specification provided that such a replacement is available. Any such payment will not be subject to any **excess** which would otherwise be payable.

### 4. Hotel, Restaurant or Similar Organisation

The **insurer** will indemnify the **insured** when The Insured Vehicle is in the custody or control of any hotel, restaurant or similar organisation solely for the purposes of parking and that for the purposes of this clause any driving restriction specified within this policy will not apply.

### 5. Incorrect Fuelling

The **insurer** will indemnify the **insured** for the costs of draining and cleansing the fuel tank of The Insured Vehicle as a consequence of accidental filling of the fuel tank with the incorrect fuel for the type of engine. Any such payment will not be subject to any **excess** which would otherwise be payable.

### 6. Emergency Hotel and Travel Expenses

The **insurer** will pay the cost or provide indemnity in respect of:

- a) hotel expenses up to £250 for the driver and each passenger up to a maximum amount of £750 in connection with any one claim
- b) travel expenses up to a maximum amount payable in connection with any one claim of £250.

Cover will only apply:

- i) if The Insured Vehicle is immobilised as a result of **damage** or loss
- ii) if The Insured Vehicle is lost as a result of theft covered under Section 9
- iii) where the **damage** or loss necessitates an unplanned overnight stop.

## 7. Battery Coverage (Leased or Hired)

If **damage** to an Electric Vehicle gives rise to a valid claim under Sections 9 and 10 any payment may, at the **insurer's** discretion, be made to the owner of the Electric Vehicle's battery, or batteries, if the battery is leased or hired.

## 8. Battery Cover

The **insurer** will indemnify the **insured** in the event of **damage** to an Electric Vehicle's battery, regardless of whether any **damage** has occurred to the Electric Vehicle itself. This includes **damage** to the battery as a result of a power surge whilst charging but excludes **damage** caused by construction or material defects on the part of the manufacturer.

## Section 11 – Age and Inexperienced Driver Excess

In the event of **damage** to The Insured Vehicle (as detailed in Section 10) whilst being driven by or in charge of any persons who is:

- a) under 25 years of age
- b) age 25 years or over and:
  - i) holds a provisional licence
  - ii) has held a licence other than a provisional licence for less than 12 months

the **insured** will be responsible for the **excess** as specified in the Schedule.

## Section 12 – Repairs/Spare Parts

Following a claim under Sections 9 or 10 the **insurer** will:

- a) pay the reasonable cost of removal to the nearest competent repairer and delivery to the **insured** when repairs have been completed
- b) at its discretion repair or replace The Insured Vehicle or its accessory or make a cash settlement not exceeding the market value of The Insured Vehicle or its accessory at the time of the **damage**
- c) not be liable for a greater sum than the makers' last list price in the United Kingdom for the supply of any spare part and at the **insurer's** discretion a cash settlement on this basis may be made if a spare part cannot be obtained. If the supply of any spare part is delayed or repair is postponed and the **insured** uses the vehicle in a damaged condition the **insurer** will not be liable for the cost of any further **damage** so caused.

Repairs may be commenced if a completed claim form and detailed estimate are sent to the **insurer** on the day instructions are given. Where instructions to repair The Insured Vehicle are given by the **insured** any damaged part which has been replaced should be retained for a period of 10 days following completion of the repairs.

## Section 13 – Personal Effects

The **insurer** will indemnify the **insured** or at the request of the **insured** any other person in respect of **damage** to personal effects (other than money) whilst in or on The Insured Vehicle resulting from fire theft attempted theft or accidental means provided that:

- a) the amount payable in respect of any one occurrence will not exceed the sum specified in the Schedule as the Limit
- b) the **insurer** may at its option repair replace or pay in cash the current market value of any such personal effects
- c) receipt by the person indemnified will constitute a discharge in respect of any claim under this Section.

## Section 14 – Medical Expenses

The **insurer** will at the request of the **insured** pay the cost of medical expenses in respect of any person who sustains bodily injury while in The Insured Vehicle caused by accidental means in connection with the use of The Insured Vehicle.

The **insurer's** total liability under this section is:

- a) the amount stated in the Schedule in respect of each person for any one accident in Great Britain or Northern Ireland
- b) £5,000 in respect of any accident in the European Union provided that:
  - i) all occupants of the The Insured Vehicle are residents of the United Kingdom
  - ii) the **insurer** will not be liable for the cost of medical expenses covered by a separate insurance policy with the **insurer**.

## Section 15 – Hiring Agreements

If to the knowledge of the **insurer** The Insured Vehicle is the subject of any contract or hire purchase agreement all settlements made in cash under Sections 9 and 10 will be to the owner whose receipt will constitute a discharge.

## Section 16 – Trailers

The indemnity provided by Section 2 and Sections 9 and 10 if operative will apply in respect of any trailer the property of or in the custody or control of the **insured** provided that:

- a) for the purpose of Section 2 Exception (b) The Insured Vehicle and any attached trailer will together be deemed to constitute one Insured Vehicle
- b) the **insurer** will not be liable by virtue of this Section to indemnify the **insured** in connection with The Insured Vehicle or trailer while The Insured Vehicle is drawing a greater number of trailers in all than is permitted by law.

## Section 17 – Unauthorised Use

The **insurer** will indemnify the **insured** in the terms of Section 2 and Sections 9 and 10 if operative whilst The Insured Vehicle is being used without the knowledge or consent of an authorised official of the **insured**. The **insurer** will not be liable under the terms of this Section to indemnify any person driving or using The Insured Vehicle.

## Section 18 – Geographical Limits

This Part applies within the geographical limits of:

- a) the **territorial limits**
- b) any member country of the European Union
- c) any other country in respect of which the Commission of the European Union is satisfied that arrangements have been made to meet the requirements of Article 7(2) of the EU Directive on insurance of civil liabilities arising from the use of motor vehicles (No. 72/166/EEC)
- d) any other country for which the **insured** has requested and the **insurer** has agreed to provide indemnity and in transit (including processes of loading and unloading) between ports in countries within the geographical limits provided that such transit is by a recognised route of not longer than 65 hours' duration under normal conditions

## Section 19 – Foreign Use

- a) The **insurer** will indemnify the **insured** against liability for the payment of general average, salvage sue and labour charges arising from transportation by sea provided that in respect of The Insured Vehicle Section 10 is operative.
- b) The **insurer** will indemnify the **insured** in respect of the enforced payment of customs duty following **damage** to The Insured Vehicle giving rise to a valid claim under Section 9 or 10.

## Section 20 – Special Exclusions

The **insurer** will not be liable for:

### 1. Unauthorised Use

any claim directly or indirectly arising from use of The Insured Vehicle otherwise than in accordance with the limitations as to use specified in the Certificate of Motor Insurance except to indemnify the **insured** only whilst The Insured Vehicle is in the custody of a member of the motor trade for the purpose of maintenance or repair

### 2. Licence to Drive

any claim directly or indirectly arising from the driving of The Insured Vehicle by any person who to the knowledge of the **insured** does not hold a licence to drive unless the person has held and is not disqualified from holding or obtaining such a licence. This Exclusion will not apply when a licence is not required by law

### 3. Earthquake, Riot and Civil Commotion

any accident, death, bodily injury or **damage to property** except under Section 2 arising during or in consequence of:

- a) earthquake occurring outside the **territorial limits** or any member state of the European Union
- b) riot or civil commotion occurring:
  - i) in Northern Ireland
  - ii) outside Great Britain, the Isle of Man, the Channel Islands or any member state of the European Union.

### 4. Contractual Liability

any liability which attaches by virtue of an agreement which would not have attached in the absence of such agreement unless the conduct and control of any claim is vested in the **insurer** but in any event there will be no indemnity provided in respect of liquidated damages or under any penalty clause

### 5. Lessor Negligence

The owner of a vehicle leased to the **insured** where liability is caused by the negligence of such owner or the servant or agent of such owner.

## Section 21 – Special Conditions

### 1. Vehicle Maintenance

The **insured** will take all reasonable steps to maintain and use The Insured Vehicle in a safe condition and to comply with statutory regulations.

### 2. Law Applicable

This part is governed, in relation to The Insured Vehicles insured under this part, by the law of the place within England, Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands where The Insured Vehicle is used during the majority of the period of insurance or if there is any disagreement about which law applies, the law of the place where The Insured Vehicle is registered. The **insured** agrees to submit to the exclusive jurisdiction of the courts in that place.

## Section 22 – Cover

Cover applies within the geographical limits as detailed in Section 18 in respect of death of or bodily injury to any person or **damage to property** caused or arising in the Period of Insurance stated in the Schedule. The extent of cover applicable is as stated in the Schedule or any relevant Endorsement and the following meanings apply to words and expressions used.

### A. Comprehensive

Sections 1 to 22 apply.

### B. Comprehensive Excluding Windscreens

Sections 1 to 22 apply apart from Section 10 which is cancelled solely in respect of claims for the breakage of glass Windscreens windows or sunroofs.

### C. Third Party, Fire and Theft

Sections 1 to 9 and 12 to 22 apply.

### D. Third Party and Fire

Sections 1 to 9 and 12 to 22 apply. Section 9 is cancelled other than in respect of **damage** caused by fire.

### E. Third Party and Theft

Section 1 to 9 and 12 to 22 apply. Section 9 is cancelled other than in respect of **damage** caused by theft or attempted theft.

### F. Third Party

Sections 1 to 8 and 16 to 22 apply.

## Section 23 – Excess

Applicable only where specified in the Schedule(s).

Any **excess** specified in the Schedule(s) will apply to each of The Insured Vehicles in accordance with the following:

### K. Accidental Damage

Section 10 **damage** other than **damage** to glass Windscreens windows or sunroofs.

#### L. Fire

Section 9 **damage** caused by fire.

#### M. Theft

Section 9 **damage** caused by theft or attempted theft.

#### N. Windscreens

Section 10 breakage of Windscreen requiring replacement.

#### P. Third Party

Section 2.

#### Q. Theft Total Loss

Section 9 **damage** caused by theft or attempted theft where such **damage** renders The Insured Vehicle a total loss constructive or otherwise.

Any **excess** specified in the Schedule(s) will be in addition to any other **excess** which may apply.

### Section 24 – Additional Covers

Applicable only where specified in the Schedule(s)

#### T. Continuing Hire Charges

In the event of the **insured** being liable to pay continuing hire charges incurred under a contract with the owner of a vehicle on temporary hire to the **insured** as a direct result of loss or **damage** caused to such vehicle and which is the subject of indemnity under Section 9 or 10 the **insurer** will pay such charges for a period not exceeding 120 days from the date of the occurrence provided that:

- a) the **insurer** will not be liable for the first 72 hours of such charges
- b) the amount payable in respect of any one occurrence will not exceed the sum specified in the Schedule as the Limit.

Sections 9 and 10 Exception (c) will not apply to this cover.

#### U. Occasional Business Use

At the request of the **insured** this Part will apply in respect of any Motor Car not the property of hired lent or provided by the **insured** whilst being used in connection with the **business**.

General Condition 7 will not apply to this cover.

#### V. Loss of No Claim Discount/Excess

##### Special Definitions for this Additional Cover

##### Excess

the first part of each and every claim under a current Motor Car policy which is not compulsorily imposed following an insurer's underwriting consideration of a proposal form or renewal of such policy.

##### No Claim Discount

a discount allowed by an insurer by way of a reduction from normal premium payable in recognition of a period or periods of insurance without claim under a Motor Car policy.

##### Person Insured

anyone authorised by the **insured** to use a Motor Car in connection with the **business**.

##### Cover

The **insurer** will indemnify the Person Insured in respect of:

- a) loss of or reduction in No Claim Discount
- b) payment of an Excess

incurred as a result of an accident occurring within the **territorial limits** involving a Motor Car which at the time of the accident was being used by the Person Insured in connection with the **business**.

## Exceptions

The **insurer** will not be liable for:

- a) any claim which is a direct result of the use of a Motor Car by the Person Insured between their domestic residence and their normal place of work
- b) any temporary payment of an Excess or loss of No Claim Discount
- c) any amount in excess of:
  - i) £500 in respect of loss of or reduction in No Claims Discount
  - ii) £100 in respect of payment of an Excessfor any Person Insured in any Period of Insurance

## Special Conditions

1. In the event of loss of No Claim Discount the **insurer** will pay the loss of or reduction in the ensuing years No Claim Discount between that 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 Claim Discount in force at the time of the accident.
3. On request the Person Insured will provide from their Motor Car insurer evidence stating:
  - a) the amount of No Claim Discount permanently lost
  - b) the scale of No Claim Discount
  - c) the date of the accident and location
  - d) the amount and reason the Excess applied.

## W. Hiring Charges

In the event of **damage** to The Insured Vehicle giving rise to a valid claim under Sections 9 and 10 the **insurer** will indemnify the **insured** in respect of the cost of hiring a replacement vehicle of a similar model and performance provided that:

- a) the amount payable in respect of any one occurrence will not exceed the sum specified in the Schedule as the Limit
- b) no cover will apply in respect of the first 48 hours of any period of hire
- c) the **insurer** will not be liable as a result of **damage** occurring elsewhere than within the **territorial limits** or the Republic of Ireland
- d) the **insured** shall take all reasonable steps to mitigate loss and expedite repairs reinstatement or replacement of The Insured Vehicle.

## X. Termination Charges

The **insurer** will indemnify the **insured** in respect of termination charges and/or penalty charge and/or loss of advance rental incurred by the **insured** in respect of the early termination of any Motor Car lease agreement entered into by the **insured** provided that:

- a) the early termination is caused by or is as a direct result of **damage** giving rise to a valid claim under Sections 9 or 10
- b) the amount payable in respect of any one occurrence will not exceed the sum specified in the Schedule as the Limit
- c) the **insurer** will not be liable in respect of a charge incurred as a result of excess mileage.

# Part J – Motor Legal Expenses and Uninsured Loss Recovery

The **insurer** for this Part of the policy is DAS Legal Expenses Insurance Company Limited ('DAS'). DAS is the underwriter and provides the legal protection insurance under this section

This Part of the policy will apply as specified in the schedule and should be read in conjunction with part I.

## Section 1 – Special Definitions

The following wordings have these meanings wherever they commence with a capital letter in this Part of the policy

### Costs and Expenses

All reasonable, proportionate and necessary costs chargeable by the Representative and agreed by the **insurer** in accordance with the DAS Standard Terms of Appointment.

Also the costs incurred by opponents in civil cases if an Insured Person has been ordered to pay them or pays them with the **insurer's** agreement.

### DAS Standard Terms of Appointment

The terms and conditions (including the amount the **insurer** will pay to a Representative) that apply to the claim, which could include a conditional fee agreement (no-win, no-fee).

Where a law firm is acting as a Representative the amount the **insurer** will pay is currently £100 per hour. This amount may vary from time to time.

### Date of Occurrence

For civil cases, the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the Date of Occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date the **insured** first became aware of it.)

### Insured Person

The **insured** and any passenger or driver who is in or on the Insured Vehicle with the **insured's** permission. Anyone claiming under this section must have the **insured's** agreement to claim.

### Insured Vehicle

Any Vehicle as defined in part I.

### Period of Insurance

The period for which the **insurer** has agreed to cover the Insured Person.

### Preferred Law Firm

A law firm, barrister or tax expert the **insurer** chooses to provide legal or other services. These specialists are chosen as they have the proven expertise to deal with the Insured Person's claim and must comply with the **insurer's** agreed service standard levels, which the **insurer** audits regularly. They are appointed according to the DAS Standard Terms of Appointment.

### Reasonable Prospects

The prospects that an Insured Person will recover losses or damages, make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%.

A Preferred Law Firm, on the **insurer's** behalf, will assess whether there are Reasonable Prospects.

### Representative

The Preferred Law Firm, law firm, or other suitably qualified person the **insurer** will appoint to act on the Insured Person's behalf.

### Territorial Limit

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

## Uninsured Losses

Losses which an Insured Person has incurred as a result of a road traffic accident which was not their fault, and which are not covered under the motor insurance to which this policy attaches.

## REPORTING A CLAIM

Please do not ask for help from a lawyer, before the **insurer** has agreed that the **insured** should do so. If the **insured** does, the **insurer** will not pay the costs involved even if they accept the claim.

Phone the **insurer** on **0800 783 6066** as soon as possible after the accident to speak to one of the **insurer's** dedicated customer claims handlers. If the **insured** is calling from outside of the UK, please phone the **insurer** on **+44 29 2085 4069**

## Section 2 – Cover

### Insured Incidents

Costs and Expenses incurred to recover Uninsured Losses after an event which causes:

- (a) **damage** to the Insured Vehicle or to any property belonging to an Insured Person in or on the vehicle; and/or
- (b) death or bodily injury to an Insured Person whilst travelling in or on the Insured Vehicle.

The **insurer** agrees to provide the insurance described in this policy section, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this policy section, provided that:

- 1 Reasonable Prospects exist for the duration of the claim
- 2 the Date of Occurrence of the insured incident is during the Period of Insurance
- 3 any legal proceedings will be dealt with by a court, or other body which the **insurer** agrees to, within the Territorial Limit
- 4 the insured incident happens within the Territorial Limit.

### What the insurer will pay

The **insurer** will pay a Representative, on behalf of an Insured Person, Costs and Expenses incurred following an insured incident, provided that:

- (a) the most the **insurer** 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
- (b) the most the **insurer** will pay in Costs and Expenses is no more than the amount the **insurer** would have paid to a Preferred Law Firm. The amount the **insurer** will pay a law firm (where acting as a representative) is currently £100 per hour. The amount may vary from time to time
- (c) in respect of an appeal or the defence of an appeal, the Insured Person must tell the **insurer** within the time limits allowed that they want to appeal. Before the **insurer** will pay the Costs and Expenses for appeals, the **insurer** must agree that Reasonable Prospects exist
- (d) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most the **insurer** will pay in Costs and Expenses is the value of the likely award.

### What the insurer will not pay

In the event of a claim, if an Insured Person decides not to use the services of a Preferred Law Firm, they will be responsible for any costs that fall outside the DAS Standard Terms of Appointment and these will not be paid by the **insurer**.

## Section 3 – Special Exclusions

This section of the policy does not cover:

1. A claim where the Insured Person has failed to notify the **insurer** of the insured incident within a reasonable time of it happening and where this failure adversely affects the Reasonable Prospects of a claim or the **insurer** considers their position has been prejudiced.
2. Any Costs and Expenses incurred before the **insurer** accepts the claim.
3. Costs and Expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
4. Fines, penalties, compensation or damages which the Insured Person is ordered to pay by a court or other authority.
5. Any legal action an Insured Person takes which the **insurer** or the Representative have not agreed to or where the Insured Person does anything that hinders the **insurer** or the Representative.

6. A dispute with the **insurer** not otherwise dealt with under special condition 7.
7. The Insured Vehicle being used by anyone, with the Insured Person's permission, who does not have valid motor insurance.
8. Any claim where an Insured Person is not represented by a law firm or barrister.

## Section 4 – Special Conditions

1. An Insured Person must:
  - a) co-operate fully with the **insurer** and the Representative;
  - b) give the Representative any instructions that the **insurer** asks the **insured** to.
2.
  - a) On receiving a claim, if representation is necessary, the **insurer** will appoint a Preferred Law Firm as the **insured's** Representative to deal with the **insured's** claim. They will try to settle the **insured's** claim by negotiation without having to go to court.
  - b) If the Representative cannot negotiate settlement of the **insured's** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the **insured** may choose a law firm to act as the Representative.
  - c) If the **insured** chooses a law firm as the **insured's** Representative who is not a Preferred Law Firm, the **insurer** will give the **insured's** choice of law firm the opportunity to act on the same terms as a Preferred Law Firm. However if they refuse to act on this basis, the most the **insurer** will pay is the amount the **insurer** would have paid if they had agreed to the DAS Standard Terms of Appointment. The amount the **insurer** will pay a law firm (where acting as the Representative) is currently £100 per hour. This amount may vary from time to time.
  - d) The Representative must co-operate with the **insurer** at all times and must keep the **insurer** up to date with the progress of the claim.
3.
  - a) An Insured Person must tell the **insurer** if anyone offers to settle a claim and must not agree to any settlement without the **insurer's** expressed consent.
  - b) If an Insured Person does not accept a reasonable offer to settle a claim the **insurer** may refuse to pay further Costs and Expenses.
  - c) The **insurer** may decide to pay an Insured Person the reasonable value of the claim that the Insured Person is claiming or is being claimed against them instead of starting or continuing legal action. In these circumstances an Insured Person must allow the **insurer** to take over and pursue or settle a claim in their name. An Insured Person must allow the **insurer** to pursue at the **insurer's** own expense and for their benefit, any claim for compensation against any other person and an Insured Person must give the **insurer** all the information and help the **insurer** needs to do so.
4.
  - a) An Insured Person must tell the Representative to have Costs and Expenses taxed, assessed or audited if the **insurer** asks for this.
  - b) An Insured Person must take every step to recover Costs and Expenses that the **insurer** has to pay and must pay the **insurer** any Costs and Expenses that are recovered.
5. If a Representative refuses to continue acting for the Insured Person with good reason or if the Insured Person dismisses a Representative without good reason the cover the **insurer** provides will end at once unless the **insurer** agrees to appoint another Representative.
6.
  - a) If an Insured Person settles a claim or withdraws their claim without the **insurer's** agreement or does not give suitable instructions to a Representative, the **insurer** can withdraw cover and will be entitled to re-claim any Costs and Expenses they have paid.
  - b) If during the course of a claim Reasonable Prospects no longer exist the cover the **insurer** provides will end at once. The **insurer** will pay any Costs and Expenses they have agreed to, up to the date cover was withdrawn.
7. If there is a disagreement about the handling of a claim and it is not resolved through the **insurer's** internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free arbitration service for eligible complaints. (Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk))

If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, the **insurer** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.

8. If there is a disagreement between an Insured Person and the **insurer** on the merits of the claim or proceedings, or on a legal principle, the **insurer** may suggest the Insured Person obtains at their own expense an opinion on the matter from an independent and appropriate expert. The expert must be approved in advance by the **insurer** and the cost expressly agreed in writing between the Insured Person and the **insurer**. Subject to this the **insurer** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the Insured Person will recover damages (or obtain any other legal remedy that the **insurer** has agreed to) or make a successful defence. This does not affect the Insured Person's rights under Special Condition 7.
9. An Insured Person must:
  - a) keep to the terms and conditions of this section of the policy
  - b) take reasonable steps to avoid and prevent claims
  - c) take reasonable steps to avoid incurring unnecessary costs
  - d) send everything the **insurer** asks for in writing; and
  - e) report to the **insurer** full and factual details of any claim as soon as possible and give the **insurer** any information they need.
10. If any claim covered under this section of the policy is also covered by another policy, or would have been covered if this policy did not exist, the **insurer** will only pay the **insurer's** share of the claim even if the other insurer refuses the claim.
11. This policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where the **insured's** business is registered. Otherwise the law of England and Wales applies. All Acts of Parliament mentioned in this policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

## HOW TO MAKE A COMPLAINT

The insurer will always aim to give the insured a high quality service. If the insured thinks the insurer has let the insured down, the insured can contact the insurer by:

- phoning **0344 893 9013**
- emailing **customerrelations@das.co.uk**
- writing to the **Customer Relations Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH**
- completing the insurer's online complaint form at **www.das.co.uk/about-das/complaints**

Further details of the **insurer's** internal complaint-handling procedures are available on request.

If the **insured** is not happy with the complaint outcome or if the **insurer** has been unable to respond to the **insured's** complaint within 8 weeks, the **insured** may be able to contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible complaints.

(Details available from **www.financial-ombudsman.org.uk**)

The **insured** can contact them by:

- phoning **0800 023 4567** (free from mobile phones and landlines) or **0300 123 9123**
- emailing **complaint.info@financial-ombudsman.org.uk**
- writing to **The Financial Ombudsman Service | Exchange Tower | London | E14 9SR**

Further information is available on their website: **www.financial-ombudsman.org.uk**.

Using this service does not affect your right to take legal action.

## DATA PROTECTION

To comply with data protection regulations the **insurer** of this section of the policy (DAS) is committed to processing personal information fairly and transparently. This section is designed to provide a brief understanding of how the **insurer** collects and uses this information. A full copy of the **insurer's** privacy notice can be found on their website – [www.das.co.uk/legal/privacy-statement](http://www.das.co.uk/legal/privacy-statement). If you require a written copy of the **insurer's** privacy notice please email [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk).

## HOW THE INSURER COLLECTS THE INSURED PERSONS INFORMATION

The **insurer** will either collect information directly from you, from someone who has authority to make a claim on your behalf, or via the **insurer's** partners when you:

- purchase a DAS product;
- request or obtain a quote;
- use the policy, such as making a claim or using one of the **insurer's** helplines;
- request an update on your claim;
- make a complaint;
- use the **insurer's** websites;
- contact the **insurer** or one of its partners by telephone, by post or email, or when you communicate via online channels.

Types of information the **insurer** will typically ask for includes basic personal details such as your name, address, e-mail address, telephone number, date of birth or age and marital status. The **insurer** will also need details of your claim, which may include sensitive personal information depending on the nature of the claim. The **insurer** will always be clear why they need this information and the purposes for which they will use it.

## HOW THE INSURER WILL USE YOUR INFORMATION

The **insurer** will use your information to:

- manage your policy;
- manage your claim, including providing updates and in order to make decisions relating to policy coverage;
- provide you with the services outlined in your policy;
- handle complaints;
- provide quotes and sell policies.

Where the **insurer** uses trusted third parties to provide services under the policy your information will be shared outside of the DAS Group. The **insurer** will also share information with your insurer or insurance intermediary where it is necessary to manage your policy. For more information about how the **insurer** uses your information, including how your information is shared outside of the DAS Group please visit the **insurer's** website [www.das.co.uk/legal/privacy-statement](http://www.das.co.uk/legal/privacy-statement).

Your information may be disclosed when the insurer believes in good faith that the disclosure is:

- required by law; or
- to protect the safety of DAS; employees, the public or DAS UK Group property; or
- required to comply with a judicial proceeding, court order or legal process; or
- in the event of a merger, asset sale, or other related transaction; or
- for the prevention or detection of crime (including fraud).

## WHAT IS THE INSURER'S LEGAL BASIS FOR PROCESSING YOUR INFORMATION?

The **insurer** will use your personal information:

- because it is necessary for the performance of the **insurer's** contract with you or to take steps to enter into a contract with you;
- in order to comply with the **insurer's** legal obligations;
- because it is in the **insurer's** legitimate interests;
- for establishing, exercising or defending any legal claims in relation to your policy.

## **WHAT ARE THE INSURED'S RIGHTS?**

The following rights are available in relation to the handling of personal data:

- the right to access personal data held
- the right to have inaccuracies corrected for personal data held
- the right to have personal data held erased
- the right to object to direct marketing being conducted based upon personal data held
- the right to restrict the processing for personal data held, including automated decision-making
- the right to data portability for personal data held

Any requests, questions or objections should be made in writing to the Data Protection Officer:

Data Protection Officer  
DAS Legal Expenses Insurance Company Limited  
DAS House  
Quay Side  
Temple Back  
Bristol  
BS1 6NH

Or via Email: [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)

## **HOW TO MAKE A COMPLAINT**

If there is any dissatisfaction with the way in which personal data has been processed, the Data Protection Officer can be contacted in the first instance using the details above.

If you remain dissatisfied, the Information Commissioner's Office can be approached directly for a decision. The Information Commissioner can be contacted at:

Information Commissioner's Office  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF

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

# Part K – Inspection Contract

## Section 1 – Definitions

Certain words in this **contract** have special meanings. These meanings are given below and apply wherever the words appear in bold.

### Additional Services

all services that fall outside of the **inspection service**.

### Annexes

the annexes forming part of this **contract** which can be viewed and downloaded from the **contractor's** website at [www.zurich.co.uk/municipal](http://www.zurich.co.uk/municipal).

### CLAW

the Control of Lead at Work Regulations 2002 and regulation 4 of the Control of Substances Hazardous to Health (Amendment) Regulations 2004.

### Commencement Date

the start date of the period of this **contract** stated in the schedule as the effective date from which the **contractor** will provide the **inspection service**.

### Competent Person

the competent person as defined in the **regulations**.

### Confidential Information

all technical, business and similar information relating to the business affairs of the **contract holder** and the **contractor** that is confidential or secret in nature.

### Contract

this part including:

- a) the schedule
- b) the **inspection contract quotation**
- c) the location index.

### Contract Holder

the company, person or persons or other legal entity stated in the schedule.

### Contractor

Zurich Management Services Limited whose registered office is: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ Company Number 02741053.

### CoSSH

the Control of Substances Hazardous to Health Regulations 2002 (as amended).

### Defect

a defect in **plant** that could reasonably be expected to be detected by a **competent person** during an **inspection** and in respect of which it is the **contractor's** judgment that the **contract holder** should take action.

### EAW

the Electricity at Work Regulations 1989.

### Incident

an incident of damage, injury, loss or death caused or alleged to have been caused by a failure of **plant** following an **inspection** by the **contractor**.

### Inspect, Inspected

to perform an **inspection**.

### **Inspection**

a visual examination of **plant** by the **contractor** in accordance with:

- a) the **regulations** including a **thorough examination** where so required by the **regulations**
- b) the **scope**
- c) any **SAFed** guidance; and
- d) any written scheme of examination agreed between the **contractor** and the **contract holder** following a **risk assessment**.

### **Inspection Contract Quotation**

the written quotation for the **inspection service** which sets out the proposed **inspection fee**.

### **Inspection Fee**

the amount payable for the **inspection service** as stated in the schedule as varied from time to time in accordance with clause 2.6.

### **Inspection Frequency**

the maximum interval between **inspections** as recommended by **SAFed** or required under any **regulations** as may be varied by the **competent person** acting in accordance with the **regulations**.

### **Inspection Interval**

the period between **inspections** as requested by the **contract holder** which is no longer than the **inspection frequency** or in accordance with a **risk assessment**.

### **Inspection Service**

the **inspection** of **plant** at **inspection intervals** and the provision of a **report** in accordance with this **contract**.

### **IRR**

the Ionising Radiations Regulations 1999.

### **LOLER**

the Lifting Operations and Lifting Equipment Regulations 1998.

### **Mid-Term Adjustment**

a change in the **scope**, the list of **plant** or the **inspection interval**.

### **Normal Working Hours**

between 08.00 hours and 17.00 hours Monday to Friday except for public holidays.

### **Plant**

the machinery and equipment as stated in the item specification and kept at the **site**.

### **PSSR**

the Pressure Systems Safety Regulations 2000.

### **PUWER**

the Provision and Use of Work Equipment Regulations 1998.

### **Recommendations**

any recommendations made or issues highlighted by the **contractor** in a **report** including advice on future maintenance of **plant** and recommended follow up tests and **inspections**.

### **Regulations**

all statutes, statutory instruments, orders, laws, **regulations**, guidance and codes of practice issued by a **regulatory body** or industry body which are relevant to **plant** or to which the **contract holder** or the **contractor** are subject in respect of **plant** or the **inspection service**.

### Regulatory Body

any competent governmental, statutory, regulatory or enforcement authority or regulator concerned with **plant** or its **inspection** including:

- a) the Health and Safety Executive
- b) United Kingdom Accreditation Service
- c) the police
- d) local authority Environmental Health Departments.

### Report

a report in the **contractor's** standard format that provides details of **plant inspected** and the **inspection** that was undertaken including any **recommendations** and details of tests undertaken. The report is not a Health and Safety certificate.

### Risk Assessment

a risk assessment that either:

- a) the **contract holder** has provided and that the **contractor** is able to adopt in accordance with the **regulations**
- b) the **contractor** has provided to the **contract holder** (which would be an **additional service**).

### SAFed

the Safety Assessment Federation or any successor body.

### Scope

the scope of the **inspection** as limited and explained in this **contract**.

### Site

the locations where **plant** is located as set out in the item specification.

### Thorough Examination

a systematic and detailed visual examination of **plant** by a **competent person** which is intended to detect any **defects** which are or may become dangerous and which are apparent at the date of examination.

### Zurich Engineering

Zurich Engineering a trading name of Zurich Management Services Limited.

### Zurich Group

Zurich Insurance Group, a company incorporated in Switzerland (No. CH020.3.023.083-6) Mythenquai 2, Zürich, Switzerland 8002, and its subsidiaries.

## Section 2 – Terms and Conditions

### 2.1 Confidentiality

- a) Neither the **contract holder** nor **contractor** will disclose or communicate to any third party any **confidential information** obtained from the other party as a result of this **contract**. The **contractor** is entitled to share **confidential information** within the **Zurich Group**.
- b) Nothing in this clause will impose an obligation of confidentiality on information:
  - i) already in the public domain
  - ii) that was rightfully in the possession of such party prior to the **commencement date**
  - iii) that is required to be disclosed pursuant to any **regulations** or required by a **regulatory body**.
- c) The obligations under this clause will come into effect on the **commencement date** and will survive termination.

### 2.2 Continuity Clause

In consideration of a discount being incorporated in the **inspection fee** the **contract holder** undertakes to offer annually the **inspection service** under this **contract** on the terms and conditions in force at the expiry of each period of **contract** and to pay the **inspection fee** in advance it being understood that:

- a) the **contractor** will be under no obligation to accept an offer made in accordance with this condition
- b) the **inspection fee** will be amended at each renewal date in line with the change in the Average Weekly Earnings – Regular Pay – Whole Economy – 3 month average Index during the period of 12 months which expires 3 months prior to the month of renewal.

Payment of the **inspection fee** or renewal **inspection fee** will be deemed acceptance by the **contract holder** of this condition.

### 2.3 Contract Duration and Renewal

This **contract** will start on the **commencement date** and continue until the end of the period of **contract** unless the **contract holder** or **contractor** terminate it in accordance with clause 2.11.

### 2.4 Contract Holder's Responsibilities

- a) Notwithstanding the **contractor's** obligations to the **contract holder** under this **contract** it remains the **contract holder's** legal duty to ensure that **plant** is **inspected** as required by the **regulations** and to make any necessary notifications or reports confirming that **inspection** has taken place.
- b) In particular the **contract holder** is responsible for ensuring that **plant** is **inspected** within the **inspection frequency** or in accordance with a **risk assessment** which meets the **regulations**. The **contractor** recommends that the **contract holder** establish a system to monitor the frequency of **inspections** in order to ensure compliance with the **regulations**.
- c) The **contract holder** will notify the **contractor** in advance of the dates before which **inspection** is required giving sufficient notice for the parties to arrange a mutually convenient appointment.
- d) The **contract holder** will liaise with the **contractor** to ensure the planning and carrying out of the **inspection service** as effectively as possible. The **contract holder** will use reasonable endeavours to assist the **contractor** to complete the **inspection** and will not act or fail to act in such a way that might prevent the **contractor** from providing the **inspection service** in line with this **contract**.
- e) At or prior to the **inspection** the **contract holder** will provide the **contractor** with relevant information of:
  - i) any changes to the quantity of **plant**
  - ii) any **plant** that is being operated outside the scope of usual operating conditions
  - iii) any modification to **plant** that has been made since the last **inspection**
  - iv) any **recommendations** whether made by the **contractor** or any third party
  - v) the service history of **plant**
  - vi) any information and documents that the **contractor** may reasonably request to enable the **contractor** to perform the **inspection**.
- f) The **contract holder** will have **plant** properly cleaned and prepared for **inspection**.
- g) The **contract holder** will provide the **contractor** with safe access to the **site** and a safe working environment on the **site**. The **contract holder** will make available any of their staff, premises, facilities, ancillary testing equipment and access equipment as the **contractor** may reasonably request to enable the **contractor** to perform the **inspection**.
- h) The **contract holder** retains sole responsibility for the operation of **plant**. Where the operation of **plant** or any ancillary equipment is required for an **inspection** the **contract holder** will make available a skilled and qualified operator of the relevant **plant** and any ancillary equipment.
- i) After the **contractor** has completed the **inspection** the **contract holder** is responsible for the reassembly of **plant** except that if the **contractor** removes an inspection cover to perform the **inspection** the **contractor** will put it back in place.
- j) Should an **incident** occur the **contract holder** will notify the **contractor** immediately of such **incident** and the involvement of any **regulatory body**. The **contract holder** will provide the **contractor** with all information, documents and assistance as the **contractor** may reasonably request to enable the **contractor** to investigate and understand the **incident**, its causes and effects including access to the **site**, **plant**, the **contract holder's** staff and facilities with reasonable notice.
- k) The **contract holder** will act on the information provided in Report of Visit or Customer Advice notifications and will remove **plant** from service where the **contractor** has notified the **contract holder** that an **inspection** that was due could not be started or completed.

### 2.5 Contractor's Responsibilities

- a) The **contractor** will **inspect plant** at the **site** in line with the **scope** and within **normal working hours**. The **contractor** will use reasonable endeavours to carry out **inspections** at intervals no longer than the **inspection frequency** or more frequently if set out in the **scope**. The **contractor** will only carry out **inspections** less frequently than the **inspection frequency** where it is in accordance with a **risk assessment**.
- b) The **contractor** will act as a **competent person** for the **inspection** and will use reasonable endeavours to ensure that the person performing the **inspection** possesses all necessary skills, experience and qualifications to the extent required by the **regulations** for the **inspection** of the relevant **plant**.

- c) The **contractor** will only **inspect plant** that the **contract holder** makes available to the **contractor** and which is in a suitable condition for the **inspection** to take place. If **plant** or any part of **plant** cannot be located or is not made available by the **contract holder** for **inspection** the **report** will state which **plant** or which part of **plant** the **contractor** did not **inspect** and give the reason for this and the **contractor** will not be liable for any failure to **inspect** that **plant**. The **contractor** will notify the **contract holder** in writing within 14 days of any abortive attempts to arrange or attend an **inspection**.
- d) The **inspection service** does not cover the preparation, operation, repair or maintenance of **plant**. If the **contractor** removes an inspection cover to perform the **inspection** the **contractor** will put it back in place.
- e) While the **contractor** is on site the **contractor** will comply with the **contract holder's** safe systems of work as notified by the **contract holder** provided they do not conflict with **annex 4**. The **contractor** reserves the right not to carry out an **inspection** if in the **contractor's** reasonable opinion to do so would pose an unacceptable risk to the health, safety or welfare of the **contractor**, the **contract holder** or any other person and the **contractor** will notify the **contract holder** of this.
- f) The **contractor** will provide the **contract holder** with a **report** setting out:
  - i) **plant** which has been **inspected**
  - ii) the **scope** of the **inspection**
  - iii) the **regulations** which have been applied
  - iv) whether any supplementary testing or **additional services** have been carried out
  - v) the findings of the **inspection** noting any **defects**. The **contractor** will report **defects** to the **regulatory body** where required to do so by the **regulations**.
- g) The **contractor** will categorise **defects** as A–immediate, A-timed or B-**defects** in line with **annex 3**. In summary:
  - i) A **defects** pose a risk of injury as specified in the **regulations**.
  - ii) A-immediate **defects** are where the risk of injury is immediate or imminent and should be addressed by the **contract holder** before the **plant** is used.
  - iii) A-timed **defects** are where the risk of injury is posed in the future and should be addressed by the **contract holder** before the date specified in the **contractor's report**.
  - iv) B-**defects** may pose a risk of injury but a risk other than as specified in or intended to be addressed by the **regulations**.
- h) The **report** may bring to the **contract holder's** attention other noticeable and obvious **defects** that fall outside the **scope** although the **contractor** is not obliged to do so. The **contractor** will not assess the impact of such other **defects** and it will remain the **contract holder's** sole responsibility to assess them and decide what action to take.
- i) Where the **contractor** has been unable to start or to complete an **inspection** that was due for whatever reason the **contractor** will issue a Report of Visit or Customer Advice notification explaining why the **inspection** could not be completed. The Report of Visit or Customer Advice will be given a reporting status as per **annex 3**.
- j) The **contractor** will issue the **report** to the **contract holder** within 14 days following completion of the **inspection**. Where any **plant** is judged to give rise to 'A' **defects** the **contractor** will also issue a handwritten report prior to leaving the **site** identifying the relevant **plant** and the danger.  
 The **report** is issued electronically by default as well as in paper hard copy format where preferred or necessary.  
 The **contract holder** agrees that the **report**:
  - i) confirms the condition and operability of **plant** at the date of **inspection** only; and
  - ii) is not a health and safety certificate nor evidence of full legal compliance of **plant**.

## 2.6 Contract Price and Payment

- a) The **contractor** is entitled to invoice the **contract holder** for the **inspection fee** on the **commencement date**.
- b) The **inspection fee** is set out in the schedule. The **contract holder** must notify the **contractor** immediately if the list of **plant** is incorrect.
- c) The **contractor** is entitled to adjust the **inspection fee** where:
  - i) any information the **contract holder** provides to the **contractor** or the list of **plant** is not accurate
  - ii) the **contract holder** advises the **contractor** of any alterations, modifications or other information regarding **plant**
  - iii) the **contract holder** and **contractor** agree in writing to any **mid term adjustments**.

- d) The **contractor** is entitled to increase the **inspection fee** where:
  - i) **inspections** are undertaken outside **normal working hours** at the **contract holder's** request
  - ii) the **contract holder** requires that the **contract holder's** representatives undertake training specific to the **contract holder's** own health, safety and welfare procedures
  - iii) the **contractor** is unable to carry out an **inspection** at an agreed time through no fault of the **contractor**
  - iv) the **contract holder** requests that the **contractor** re-**inspect** any **plant** through no fault of the **contractor**
  - v) the **contract holder** requests paper or duplicate copies of any **report**.
- e) Where the **contractor** notifies the **contract holder** of an increase to the **inspection fee** during the period of **contract** the **contractor** is entitled to invoice the **contract holder** for the additional amount. Otherwise any change to the **inspection fee** will be set off against the **inspection fee** for the following period of **contract**.
- f) Unless the **contractor** agrees otherwise in writing the **contract holder** must pay all the **contractor's** invoices within 30 days of the date of invoice.
- g) Unless otherwise agreed in writing the **inspection fee** is in sterling and exclusive of VAT or any other similar tax or duty levied by any government or other authority.

## 2.7 General

- a) The **contractor** is entitled to apply any monies due to the **contract holder** under this **contract** in or towards any sum the **contract holder** owes the **contractor** in relation to any matter whatsoever and at any time.
- b) All notices to be given under this **contract** will be in writing and must be delivered by first class post or by email and will be deemed to have been delivered 48 hours after posting in the case of first class pre-paid letter and at the time stated in the delivery receipt in the case of email unless an undelivered message is received.
- c) Failure by either party to enforce any of the rights under this **contract** will not be taken as or deemed to be a waiver of such rights.
- d) If any term or provision of this **contract** is held illegal or unenforceable the remainder will remain in full force and effect.
- e) The **contract holder** may not assign, transfer or otherwise dispose of the **contract holder's** rights or obligations under this **contract** without the **contractor's** prior written consent. The **contractor** may assign this **contract** to another company in **Zurich Group**.
- f) No variation or modification of this **contract** will be valid unless in writing and signed by the **contract holder** and **contractor**.
- g) Nothing in this **contract** is intended to or will operate to create a partnership or joint venture of any kind between the **contract holder** and **contractor** or to authorise the **contract holder** or **contractor** to act as agent for the other or bind the other in any way.
- h) No third party is entitled to benefit from this **contract** whether under The Contracts (Rights of Third Parties) Act 1999 or otherwise.
- i) This **contract** represents the entire agreement between the **contract holder** and **contractor** and supersedes all prior agreements and representations made orally or in writing. In entering into this **contract** neither the **contract holder** nor the **contractor** have relied on nor will have any remedy in respect of any statement or other representation made orally or in writing made by the other.
- j) This **contract** will be governed by and construed in accordance with the laws of England and any dispute under or relating to this **contract** will be subject to the exclusive jurisdiction of the English courts.

## 2.8 Responsibility for Issues

- a) Except for the types of loss or damage set out in paragraphs c) and d) and subject to the limit of liability in paragraph e) if the **contractor** or the **contractor's** employees, agents or subcontractors are negligent in providing the **inspection service** or breach the **contractor's** obligations in this **contract** then the **contractor** will indemnify the **contract holder** against loss or damage which the **contract holder** suffers as a direct result of:
  - i) property damage
  - ii) injury to or death of any person
  - iii) claims brought against the **contract holder** by a third party.

- b) Except for the types of loss or damage set out in paragraph d) and subject to the limit of liability in paragraph e) if the **contract holder** or the **contract holder's** employees, agents or subcontractors are negligent or in breach of **contract** whether or not arising out of an **incident** then the **contract holder** will indemnify the **contractor** against loss or damage which the **contractor** suffers as a direct result of:
- i) property damage
  - ii) injury to or death of any person
  - iii) claims brought against the **contractor** by a third party.
- c) The **contractor** is not liable for:
- i) damage to any **plant** as a result of its failure to withstand a test applied as part of an **inspection**
  - ii) problems which arise or are made worse by the **contract holder** after an **inspection** including any loss or damage which is caused or contributed to by the **contract holder's** failure to follow or apply the **contractor's recommendations**
  - iii) loss or damage caused or contributed to by any modification to **plant** or use of **plant** outside of normal operating conditions where such modification or use has not been notified to the **contractor** by the **contract holder** before the last **inspection** prior to the date the loss or damage first arose; and
  - iv) any failure of **plant** unless the **contractor** as a result of the **contractor's** negligence or breach of this **contract** failed to notify the **contract holder** of a **defect** in the **report** which directly caused the failure of **plant**.
- d) Notwithstanding anything else contained in this **contract** neither the **contract holder** nor the **contractor** will be liable for loss of profits or contracts, loss of goodwill or any indirect or consequential loss whether arising from negligence, breach of contract or otherwise.
- e) The **contract holder's** and **contractor's** contract liability will not exceed £10,000,000 in aggregate. For the purposes of this clause "contract liability" means liability howsoever arising under or in relation to this **contract** or the **inspection service** that is not unlimited under paragraph f) or excluded under paragraphs c) or d).
- f) Nothing in this **contract** excludes liability for injury to or death of any person caused by negligence or any other liability which cannot be limited or excluded by law (for which no limit applies).

## 2.9 Sanctions

Notwithstanding any other terms of this **contract** the **contractor** will not provide any service or benefit to the **contract holder** or any other party to the extent that such service, benefit and/or any business or activity of the **contract holder** would violate any applicable trade or economic sanctions law or regulation.

## 2.10 Subcontracting

The **contractor** may subcontract in whole or in part any of their obligations under this **contract**. The **contractor** will retain responsibility for the execution of any subcontracted work in accordance with this **contract**.

## 2.11 Termination

- a) The **contractor** may terminate this **contract** on 30 days written notice. If the **contract holder** has paid the **inspection fee** in full the **contractor** will refund the proportion of the **inspection fee** that covers any **inspections** that are outstanding.
- b) Either the **contractor** or the **contract holder** may terminate this **contract** by giving written notice to the other if the other:
  - i) commits any breach of **contract** and fails to remedy the breach within 30 days after being required to do so in writing
  - ii) goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed.

Any refund is subject to clause 2.7 a)

# Part L – Plant Protection

## Section 1 – Special Definitions

### Breakdown

- a) the failure, breaking, distortion, or burning out of any part of the Plant whilst in use arising from either mechanical or electrical defect in the Plant or failure or fluctuation of electricity supply necessitating repair or replacement of the Plant before it can resume normal working including resultant loss of cooling, lubricating or insulating oil, refrigerant or brine
- b) complete severance of a rope forming part of the Plant designed for lifting but not including breakage of wires or strands even if this necessitates replacement of such rope
- c) fracturing of any part of the Plant by frost when such fracture renders the Plant inoperative.

### Collapse

sudden and dangerous distortion (whether or not attended by rupture) of any part of the Plant caused by crushing stresses by force of steam or other fluid pressure (other than pressure of ignited flue gases).

### Explosion

sudden and violent rending of the Plant by force of internal steam or other fluid pressure (other than pressure of ignited flue gases) causing bodily displacement of any part of the Plant together with forcible ejection of the contents.

### Fragmentation

Damage to Own Surrounding Property arising from fragmentation of any part of the Plant described in the plant specification.

### Insured Damage

**damage** to Plant described in the Plant Specification as indicated by the applicable Cover Code(s).

### Own Surrounding Property Damage

**damage** to the **insured's** own surrounding **property** directly resulting from Insured Damage to Plant and in the case of:

- a) boiler and pressure items described in the Plant Specification, **damage** caused by the escape of contents directly consequent upon and solely due to Explosion or Collapse
- b) lifts or lifting equipment described in the Plant Specification, **damage** caused by impact through the normal operation of such Plant even though the Plant itself is not damaged

but excluding such **damage** where caused by the escape of contents from the Plant except where specifically stated to be covered within this insurance.

### Plant

as defined in Part K – Inspection Contract.

### Plant Specification

as defined in Part K – Inspection Contract.

### Reinstatement

- a) the rebuilding or replacement of **property** lost or destroyed which may be carried out:
  - i) in any manner suitable to the requirements of the **insured**
  - ii) upon another siteprovided the liability of the **insurer** is not increased
- b) the repair or restoration of **property** damaged

in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

## Section 2 – Cover

The **insurer** will indemnify the **insured** in respect of:

- a) Insured Damage to Plant
- b) Own Surrounding Property Damage.

The **insurer's** liability will not exceed the amount specified in the Schedule as the Limit of Indemnity in respect of all claims arising out of any one occurrence or arising out of all occurrences of a series consequent upon or attributable to one source or original cause.

In the event of:

- i) **damage** to Plant which at the time of such **damage** is less than 2 years old
- ii) **damage** to the **insured's** own surrounding **property** (excluding stock in trade or goods in process of manufacture) caused by Explosion or Collapse of Plant

for which indemnity is provided by this Part, subject to the Reinstatement Special Conditions the basis upon which the amount payable will be calculated will be the Reinstatement of the Plant or surrounding **property** suffering **damage**.

### Reinstatement Special Conditions

1. The liability of the **insurer** for the repair or restoration of **property** which is only partially damaged will not exceed the amount which would have been payable had such **property** been wholly destroyed.
2. Any additional amount which may be payable solely due to this Reinstatement provision will be paid only if:
  - a) Reinstatement commences and proceeds without unreasonable delay
  - b) the cost of Reinstatement has been actually incurred
  - c) at the time of its **damage** the **property** insured is not insured by any other insurance effected by or on behalf of the **insured** which is not upon the same basis of reinstatement.

## Section 3 – Capital Additions

Subject to the Limit of Indemnity any item of Plant of a similar type to the Plant described in the Plant Specification which is newly acquired by the **insured** will be insured for the same cover for a period not exceeding 12 months from the time the **insured** becomes responsible for it provided that:

- a) such item is as far as the **insured** is aware, free from material defect, suitable for service, and in satisfactory working condition
- b) the item complies with any relevant statutory provisions for certification or examination prior to commencing operation
- c) the **insured** will provide details of the Plant and its location as soon as practical
- d) the **insurer** is entitled to withdraw cover if the Plant is found to be unsatisfactory for insurance following inspection.

## Section 4 – Temporary Repairs/Expediting Costs

The **insurer** will pay reasonable additional costs incurred in effecting temporary repairs or for expediting permanent repairs to Plant including the cost of reasonable overtime payments provided the **insurer's** approval is first obtained and that the additional costs do not exceed 50% of the normal cost of repair or £3,000 whichever is the lower.

## Section 5 – European Community and Public Authorities Clause

Subject to the following special conditions the insurance of each item of Plant described in the Plant Specification includes such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the Stipulations of:

1. European Community Legislation; or
2. Building or other Regulations under or framed in pursuance of any Act of Parliament or Bye-Laws of any Public Authority (hereafter referred to as 'the Stipulations') in respect of **damage** to **property** insured

excluding:

- a) the cost incurred in complying with the Stipulations:
  - i) in respect of loss, destruction, or damage occurring prior to the granting of this extension
  - ii) in respect of loss, destruction, or damage not insured by the policy
  - iii) under which notice has been served upon the **insured** prior to the happening of the **damage**
  - iv) for which there is an existing requirement which has to be implemented within a given period
  - v) in respect of any entirely undamaged property

- b) the additional cost that would have been required to make good the **property** lost destroyed or damaged to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen
- c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the **property** or by the owner thereof by reason of compliance with the Stipulations.

### Special Conditions

1. The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months after the **damage** or within such further time as the **insurer** may allow (during the said 12 months) and may be carried out upon another site (if the Stipulations so necessitate) subject to the liability of the **insurer** under this extension not being thereby increased.
2. If the liability of the **insurer** under this Part apart from this Section shall be reduced by the application of any of the terms and conditions of this Part then the liability of the **insurer** under this Section shall be reduced in like proportion.
3. The total amount recoverable under any item of this Part will not exceed the Limit of Indemnity.
4. Those terms and conditions of this Part which have not been varied by this Section will apply as if they had been incorporated in this Section.

### Section 6 – Debris Removal

The **insurer** will pay for costs and expenses necessarily and reasonably incurred by the **insured** with the consent of the **insurer** in:

- a) removing debris of
- b) dismantling or demolishing
- c) shoring up or propping

the **property** insured following **damage** which is not excluded.

The liability of the **insurer** under this Part including costs and expenses under this Section in respect of any occurrence will in no case exceed the Limit of Indemnity stated in the Schedule.

The **insurer** will not pay any costs or expenses:

- i) incurred in removing debris except from the site of the **property** destroyed or damaged and the area immediately adjacent to the site
- ii) arising from pollution or contamination of **property** not insured by this Part.

### Section 7 – Mitigating Costs

Subject to the Limit of Indemnity the **insurer** will pay reasonable costs incurred by the **insured** in taking exceptional measures to avoid or mitigate impending Insured Damage provided that **damage** would have been expected to have occurred in the absence of such action and does not stem from any defect within the Plant.

### Section 8 – Payments on Account

Where liability is admitted under this insurance, the **insured** shall be entitled to receive payment as agreed with the **insurer** in advance of any final claim settlement.

### Section 9 – Exclusions

The **insurer** will not be liable for:

1. **Maintenance**  
the cost of maintenance, overhauls, alterations, improvements, additions or modifications but Insured Damage arising from such work is not excluded
2. **Wear and Tear**  
wear and tear or gradual deterioration, gradually developing defects, flaws, deformation, distortion, cracks or partial fractures, loose parts or defective joints or seams but Insured Damage arising from such defects is not excluded
3. **Testing and Repair**  
loss, destruction, or damage caused by or occurring during testing of Plant or by application of any tool or process in the course of maintenance, inspection, repair, alteration, modification or overhaul
4. **Installation**  
loss, destruction, or damage to the Plant during installation, erection or dismantling

## 5. Plant Movements

loss, destruction, or damage to the Plant during re-siting, transportation or removal but such **damage** to self propelled Plant travelling under its own power is not excluded

## 6. Foundations

loss, destruction, or damage to foundations, masonry, brickwork and chimneys

## 7. Batteries, Cables and Hoses

batteries, trailing cables or flexible hoses or parts made of glass all used in connection with mobile Plant

## 8. Tyre Damage

tyres when damaged by the application of brakes, or by cuts, bursts or punctures

## 9. Linings and Surfaces

loss, destruction, or damage to any non-metallic protective lining or the scratching of painted or polished surfaces

## 10. Underground Piping

flexible piping or any pipework buried in the ground or encased in concrete, masonry or brickwork used in connection with pressure Plant

## 11. Track

the track on which travelling cranes operate

## 12. Fire and Perils

loss, destruction, or damage by fire howsoever caused, lightning, explosion other than Explosion where cover code S or EC applies, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, theft or attempted theft, earthquake, subsidence, ground heave, landslip, storm, flood, escape of water from any tank, apparatus or pipe or impact by any vehicle or by goods falling therefrom or by any animal at the Site or at any other premises or working site while temporarily removed

## 13. Consequential Loss

compensation in respect of loss of use, delay or detention or any other **consequential loss**

## 14. Tandem Lifting

loss, destruction, or damage arising from any raising or lowering operation in which a single load is shared between more than one item of lifting equipment

## 15. Chemical Action and Fire

loss, destruction, or damage arising from pressure of chemical action or ignited flue gases or ignition of the contents of the Plant

## 16. Road Risk

loss, destruction, or damage arising whilst any mobile Plant is travelling under its own power on a public road

## 17. Re-levelling

the cost of re-levelling an item of pressure Plant due to subsidence or ground movement unless accompanied by Insured Damage

## 18. Wilful Negligence

loss, destruction, or damage arising from the **insured's** wilful negligence or deliberate act

## 19. Goods Lifted

loss, destruction, or damage to **property** whilst being lifted, conveyed or handled by lifts or lifting equipment unless that **property** comprises personal effects and luggage of passengers being carried in or on a passenger lift, escalator or travelator

## 20. Date Recognition

loss, destruction, or damage or Mitigating Costs (under Section 7) directly or indirectly caused by or contributed to by or consisting of or arising in whole or in part from:

- a) the way in which any **data processing system** responds to or deals with or fails to respond to or fails to deal with any true calendar date
- b) any **data processing system** responding to or dealing in any way with:
  - i) any data denoting a calendar date or dates as if such data did not denote a calendar date or dates
  - ii) any data not denoting a calendar date or dates as if such data denoted a calendar date or dates

whether such **data processing system** is the property of the **insured** or not.

## Section 10 – Excess

Each claim will be the subject of an **excess** the amount of which is shown in the Schedule. Unless stated otherwise the **excess** will apply individually to each and every loss.

## Section 11 – Special Conditions

### 1. Obsolete or Foreign Plant

In the event of a claim involving Plant which is obsolete or of foreign manufacture and for which replacement parts cannot be supplied by the makers from stock, the **insurer's** liability in respect of such parts will be limited to the price of corresponding parts of current Plant of similar size and type together with the estimated cost of installing such parts.

### 2. Alterations

Any proposed alteration, addition or change of circumstances materially affecting:

- a) the working conditions of the Plant
- b) the insurance of the Plant

must be notified to the **insurer** as soon as possible.

### 3. Premium Adjustments

If during the Period of Insurance items of Plant are added or deleted, additional/return premium up to the next renewal date will be charged/returned at 50% of the agreed annual premium for the items of Plant concerned.

## Terrorism Exclusion

This Policy does not cover loss, destruction, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with:

- a) any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:
  - i) involves violence against one or more persons; or
  - ii) involves **damage to property**; or
  - iii) endangers life other than that of the person committing the action; or
  - iv) creates a risk to health or safety of the public or a section of the public; or
  - v) is designed to interfere with or to disrupt an electronic system
- b) any action in controlling, preventing, suppressing, retaliating against, or responding to any act, or preparation in respect of action, or threat of action described in a) above.

In any action or suit or other proceedings where the **insurer** alleges that by reason of this Exclusion cover is not provided under this Policy, the burden of proving that cover is provided under this Policy shall be upon the **insured**.

## Northern Ireland Exclusion

This Policy does not cover loss, destruction, damage, cost or expense in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of civil commotion.

## Section 12 – Cover Codes

Applicable as indicated in the Plant Specification

### A) Alternative Standby Working

For any item of Plant which is operated alternately with another or is kept for standby purposes only, a reduced premium is applied.

### B) Breakdown

As defined in Section 1.

### E) Flue Gas Explosion

**damage** (other than by fire) directly consequent upon and solely due to explosion of ignited flue gases in the furnace or flues of the Plant.

### EC) Explosion/Collapse

As defined in Section 1.

- F) Fragmentation  
As defined in Section 1.
- G) Goods Being Lifted  
**damage** to goods while such goods are being lifted, conveyed or handled by the Plant.
- L) Loss of Contents
- a) The loss, contamination or solidification of the contents of the Plant but excluding loss caused by evaporation, seepage or any form of normal trade loss.
  - c) The cost of removing any escaped liquid for which liability is admitted under a) above.
- R) Reinstatement  
Subject to the Reinstatement Special Conditions set out in Section 2, the basis upon which the amount payable will be calculated will be the Reinstatement of the **property** suffering **damage**.
- S) Sudden and Unforeseen **damage**  
**damage** which is sudden and unforeseen and necessitates immediate repair or replacement of the Plant, but excluding the cost of remedying or making good:
- a) **damage** to glass or non-metallic parts (other than shells constructed of fibre-glass) or the chipping or scratching of painted or polished surfaces
  - b) any gradually developing distortion or deformation or any wearing away or wasting of material
  - c) in respect of pressure Plant included in the Plant Specification:
    - i) any crack, partial fracture, blister, lamination, flaw or grooving which has not penetrated through the entire thickness of the material
    - ii) burning or distortion by heat of refractory linings or mechanical parts of furnaces, kilns, stoking or firing units
    - iii) defective joints or seams (other than joints between sections of cast iron sectional boilers or welded or brazed seams) unless directly resulting from overheating due to general deficiency of water in Plant under pressure.
- U) **Damage** to the **insured's** own surrounding **property** or **property** for which the **insured** is responsible arising from the normal use of Plant described in the Plant Specification.
- W) Ingress of Water  
**damage** of Plant caused by accidental ingress of water.

# Part M – Deterioration of Stock

## Section 1 – Special Definitions

### Contents of any Refrigerator or Cold Chamber

the term “contents of any refrigerator or cold chamber” will include **property** which is elsewhere on the premises but which would in the normal course be placed in any refrigerator or cold chamber for which cover is provided.

### Plant Specification

the Plant Specification sets out details of the refrigerating plant together with the premises in which it is situated including the Sum Insured for each item.

## Section 2 – Cover

The **insurer** will indemnify the **insured** subject to the Sum Insured, in respect of **damage** to the Contents of any Refrigerator or Cold Chamber caused by:

- a) rise or fall in temperature within the cold chamber of any machine described in the Plant Specification
- b) action of refrigerant fumes escaping from any machine described in the Plant Specification

resulting from any cause not otherwise excluded.

The **insurer's** liability will not exceed the sum insured stated in the schedule in any one period of insurance.

### 2.1 Additional Costs

The **insurer** will also indemnify the **insured** in respect of additional costs incurred by the **insured** with the **insurer's** consent for:

- a) obtaining a condemnation certificate issued by an environmental health officer as proof of loss in respect of any valid claim
- b) the disposal of Stored Goods for which a condemnation certificate has been issued as a result of an Accident for which the **insurer** has admitted liability
- c) the cleaning or decontamination of the Refrigeration Plant following an Accident for which the **insurer** has admitted liability.

The amount payable under additional costs will be in addition to the sum insured stated in the schedule and in respect of any one occurrence shall not exceed £25,000 or 10% of the sum insured stated in the schedule, whichever is the lesser.

## Section 3 – Automatic Reinstatement

The Sums Insured stated in the Plant Specification will be automatically reinstated without additional premium from the date of occurrence of any claim of £1,000 or less.

## Section 4 – Mitigating Costs

Subject to the Sum Insured the **insurer** will pay reasonable costs incurred by the **insured** in taking exceptional measures to avoid or mitigate impending **damage** provided that **damage** would have been expected to have occurred in the absence of such action.

## Section 5 – Special Exclusions

The **insurer** will not be liable for loss, destruction, or damage resulting from:

### 1. Experiments

experiments involving the imposition of abnormal condition

### 2. Maintenance or the Application of Tools

the direct application or misapplication of a tool or process to any refrigerator or cold chamber in the course of alteration, maintenance, modification, overhaul or repair

### 3. Wilful Negligence

the wilful negligence or the deliberate act of the **insured**

#### 4. Fire and Perils

fire howsoever caused, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, theft or attempted theft, earthquake, subsidence, ground heave, landslip, storm, flood, escape of water from any tank, apparatus or pipe or impact by any vehicle or by goods falling therefrom or by any animal at the Site or at any other **premises** or at any other premises or working site while temporarily removed

#### 5. Act of the Supply Authority

the deliberate act of any electricity supplier or the exercise by any such supplier of its power to withhold or restrict supply

#### 6. Date Recognition

loss, destruction, or damage or Mitigating Costs (under Section 4) directly or indirectly caused by or contributed to by or consisting of or arising in whole or in part from:

- a) the way in which any **data processing system** responds to or deals with or fails to respond to or fails to deal with any true calendar date
- b) any **data processing system** responding to or dealing in any way with:
  - i) any data denoting a calendar date or dates as if such data did not denote a calendar date or dates
  - ii) any data not denoting a calendar date or dates as if such data denoted a calendar date of dates

whether such **data processing system** is the property of the **insured** or not.

### Section 6 – Excess

Each claim will be subject to an **excess** the amount of which is specified in the Schedule. Unless stated otherwise the **excess** will apply individually to each and every loss.

### Section 7 – Special Conditions

#### 1. Right to Inspect

The **insurer** will have the right to inspect any refrigerator or cold chamber described in the Plant Specification at all reasonable times.

#### 2. Average

The Sum Insured by each item is declared to be separately subject to **average**.

For the avoidance of doubt clause c) iii) of general condition 4 will not apply.

# Part N – Fidelity Guarantee

## Section 1 – Cover

The **insurer** will indemnify the **insured** in respect of loss of **money** or other property belonging to the **insured** or in the **insured's** trust or custody for which the **insured** is legally responsible occurring as a direct result of any act of fraud or dishonesty committed by any Person Guaranteed specified in the Schedule during the Period of Insurance, provided that such loss is discovered not more than 24 months following:

- a) the termination of the insurance relative to the Person Guaranteed concerned in such loss; or
- b) the termination of employment with the **insured** of the Person Guaranteed or the last of the respective Persons Guaranteed if more than one was concerned with the fraud or dishonesty; or
- c) the termination of this Part

whichever happens first.

## Section 2 – Auditors Fees

The **insurer** will indemnify the **insured** in respect of costs and expenses incurred by the **insured** in investigating and proving any act of fraud or dishonesty provided that the liability of the **insurer** will not exceed 10% of the amount otherwise payable under this Part in respect of such claim.

## Section 3 – Automatic Reinstatement

Upon discovery of a loss leading to a valid claim under this Part the Sum Guaranteed will be reinstated by the amount of such loss as subsequently ascertained provided that:

- a) the amount by which the Sum Guaranteed is reinstated will only apply to acts of fraud or dishonesty committed subsequent to the date of such reinstatement
- b) the **insured** will pay any additional premium required by the **insurer**.

## Section 4 – Exclusions

The **insurer** will not be liable for:

- a) any loss unless the **insured** within 6 weeks of engaging any **employee** obtains written references from former employers covering the whole period of 3 years immediately preceding the **employee's** engagement by the **insured**
- b) any loss unless the original references relating to any defaulting **employee** have been passed to the **insurer**
- c) any loss arising from the engagement of any **employee** or appointment of any **member**, who to the **insured's** knowledge previously committed any fraudulent or dishonest act (except for convictions regarded as spent under the Rehabilitation of Offenders Act 1974)
- d) any loss arising out of any act of fraud or dishonesty committed by any Person Guaranteed after the **insured** or any person acting on behalf of the **insured** has become aware of, or has reasonable grounds for suspicion of any act of fraud dishonesty or improper or irregular conduct on the part of that Person Guaranteed and this Exclusion will also be a bar to any claim involving such a Person Guaranteed acting in collusion with another or others even though such other person(s) may not have committed or have given reasonable grounds for suspicion of any act of fraud or dishonesty or irregular conduct
- e) any loss of interest or consequential loss of any kind
- f) any loss directly or indirectly caused by or contributed to by or consisting of or arising in whole or in part from:
  - i) the way in which any **data processing system** responds to or deals with or fails to respond to or fails to deal with any true calendar date
  - ii) any **data processing system** responding to or dealing in any way with:
    - 1) any data denoting a calendar date or dates as if such data did not denote a calendar date or dates
    - 2) any data not denoting a calendar date or dates as if such data denoted a calendar date or dateswhether such **data processing system** is the property of the **insured** or not
- g) an **excess** the amount of which is specified in the Schedule. Unless stated otherwise, the **excess** will apply to each and every loss.

## Section 5 – Special Provisions

### Insurer's Rights

The commencement of criminal proceedings against any Person(s) Guaranteed alleged by the **insured** to have committed any act of fraud or dishonesty will not be a condition precedent to the right of the **insured** to indemnity under this Part but in the event of the **insurer** being required to indemnify, the **insurer** will be entitled to exercise in the name of the **insured** (but at its own expense) for its own benefit all the **insured's** rights of action against the Person(s) Guaranteed or their estate(s). This Policy will be evidence of the **insurer's** leave so to do and the **insured** will provided all such assistance as the **insurer** may require in pursuit of the said rights.

### Reduction of Claim

Any **money** or the value of any property in the hands of the **insured** and belonging to or otherwise due to any Person Guaranteed whose fraud or dishonesty has given rise to a loss for which a claim is made under this Part and which may legally be retained by the **insured** will be deducted from any amount that would otherwise be payable to the **insured**.

### Sum Guaranteed

The Sum Guaranteed specified in the Schedule is the **insurer's** monetary limit in respect of:

- a) any one loss irrespective of the number of Persons Guaranteed involved
- b) the total of all losses discovered during any one Period of Insurance. Any losses discovered within the 24 month period allowed under Section 1(c) will be treated as having been discovered during the final Period of Insurance
- c) the total liability of the **insurer** during any number of Periods of Insurance and for any number of losses forming the basis of any one claim whether under this Part or any similar policies issued in addition thereto or in substitution therefor.

Where more than one Sum Guaranteed appears in the Schedule the **insurer's** monetary limit will be the higher Sum Guaranteed relevant to the Persons Guaranteed involved in the loss or losses.

# Part O – Personal Accident

## Section 1 – Special Definitions

### Accident

- a) violent, accidental, external and visible means; or
- b) unavoidable exposure to the elements.

### Activities

official duties in connection with the **business** including journeys directly connected therewith.

### Annual Earnings

- a) the gross basic annual wage or salary (inclusive of emoluments, guaranteed overtime and local weightings) from the **insured** of the Person Insured at the date of sustaining bodily injury; or
- b) the gross earnings from the **insured** of the Person Insured during the 12 months preceding the date of sustaining bodily injury

whichever is the greater.

### Assault

- a) violent or criminal assault; or
- b) attack by animals; or
- c) explosion or whilst searching for explosives.

### Person Insured

as specified in the Schedule.

### Weekly Earnings

the gross average weekly earnings from the **insured** of the Person Insured during the 52 weeks preceding the date of sustaining bodily injury.

## Section 2 – Accident Cover

In the event of any Person Insured whilst engaged in the Activities sustaining bodily injury by Accident (other than Assault) during the Period of Insurance as a result of which death or disablement occurs independently of any other cause within 24 months of sustaining such injury, the **insurer** will pay to the **insured** such of the amounts payable under Section 6 as are applicable.

In the event of the disappearance of any Person Insured and where the **insurer** agrees after a suitable time has elapsed that it is reasonable to assume that such Person Insured has died as a result of sustaining bodily injury by Accident (other than Assault) whilst engaged in the Activities, the **insurer** will pay the appropriate amount payable in respect of death to the **insured** subject to a signed undertaking from an authorised person that if the assumption of death is subsequently found to be wrong the amount paid in settlement will be refunded.

The **insurer** will also provide indemnity in respect of **damage** to personal effects consisting of money, articles of clothing, footwear and other property worn or carried by the Person Insured when such **damage** arises as a result of the Person Insured sustaining bodily injury for which the **insurer** is liable to pay compensation under this Section provided that the **insurer** will not pay more than the sum of £5,000 in respect of **damage** to personal effects of any one Person Insured.

## Section 3 – Assault Cover

In the event of any Person Insured whilst engaged in the Activities sustaining bodily injury by Assault during the Period of Insurance as a result of which death or disablement occurs independently of any other cause within 24 months of sustaining such injury, the **insurer** will pay to the **insured** such of the amounts payable under Section 6 as are applicable.

In the event of the disappearance of any Person Insured and where the **insurer** agrees after a suitable time has elapsed that it is reasonable to assume that such Person Insured has died as a result of sustaining bodily injury by Assault whilst engaged in the Activities, the **insurer** will pay the appropriate amount payable in respect of death to the **insured** subject to a signed undertaking from an authorised person that if the assumption of death is subsequently found to be wrong the amount paid in settlement will be refunded.

The **insurer** will also provide indemnity in respect of **damage** to personal effects consisting of money, articles of clothing, footwear and other property worn or carried by the Person Insured when such **damage** is sustained as a result of Assault arising out of, or in the course of, the Activities during the Period of Insurance, provided that the **insurer** will not pay more than the sum of £5,000 in respect of **damage** to personal effects of any one Person Insured.

## Section 4 – Exclusions

The **insurer** will not be liable to pay compensation in respect of death or disablement or provide indemnity for **damage** caused directly or indirectly by:

- a) intoxication of, or the illegal use of drugs by any Person Insured, or through sexually transmitted disease
- b) deliberate exposure to unnecessary danger (except in an attempt to save human life)
- c) racing of any kind other than on foot
- d) air travel other than as a passenger in a licensed passenger carrying aircraft
- e) with effect from the 2004 renewal date the **insurer** will not be liable for any actual loss directly or indirectly arising out of, contributed to by, or resulting from actual, threatened, feared or perceived use of biological, chemical, radioactive or nuclear agent, material, device or weapon.

## Section 5 – Special Conditions

1. In the event of any incident giving or likely to give rise to a claim under this Part the **insured** will as soon as possible and at the **insured's** own expense:
  - a) inform the **insurer** in writing
  - b) furnish such information as the **insurer** may require and render all assistance as may be requested
  - c) supply all necessary certificates including evidence of death or injury with a report from a qualified medical practitioner if required.
2. In the case of injury the medical representative of the **insurer** will be allowed to visit and examine the Person Insured at all reasonable times and if such visit or examination is not permitted the insurance will be void in respect of that injury.
3. The amount payable in respect of death for persons:
  - a) under 18 years of age; and
  - b) who are still in full-time educationat the date of sustaining bodily injury is limited to £7,500.
4. For persons over 75 years of age the Scale of Compensation will be limited to Items 1 and 2 only. The amount payable will be the Capital Sum specified in the Schedule or £10,000 whichever is the lower.
5. It will be a condition precedent to the liability of the **insurer** that in respect of:
  - a) any hazardous activity or any pursuit requiring special skills the Person Insured has achieved a reasonable standard of proficiency in the said activity or pursuit, or is under the direct supervision of a person suitably qualified
  - b) yachting and canoeing, life jackets or buoyancy aids are worn by the Person Insured and for other sailing (except in rowing boats) life-saving equipment is carried on the vessel.
6. The amount payable in respect of any one Person Insured will not exceed £500,000.
7. If the aggregate amount payable under this Part in respect of any one incident exceeds the sum of £2,000,000 the amount payable for each Person Insured will be proportionately reduced until the total is equal to the sum of £2,000,000.

## Section 6 – Scale of Compensation

Item	Amount Payable	
	The following percentage of the Capital Sum specified in the Schedule	
1. Death, total loss of use or total loss by physical severance of one or more hands or feet or total loss of sight in one or both eyes	100%	
2. Permanent total disablement (other than as stated in Item 1) from engaging in or giving attention to usual profession or occupation	100%	
3. Permanent partial disablement (not otherwise provided for above)		
a) total loss of hearing	60%	
b) total loss of hearing in one ear	15%	
c) complete loss of use of hip or knee or ankle	20%	
d) removal of the lower jaw by surgical operation	30%	
e) fractured leg or foot with established non-union	25%	
f) fractured knee cap with established non-union	20%	
g) shortening of a leg by at least 3 centimetres	15%	
h) loss by amputation or complete loss of use of:	<b>Right</b>	<b>Left</b>
i) one thumb	20%	17.5%
ii) one index finger	15%	12.5%
iii) any other finger	10%	7.5%
iv) one big toe	10%	10%
v) any other toe	3%	3%
i) complete loss of use of shoulder or elbow	25%	20%
j) complete loss of use of wrist	20%	15%
4. Permanent facial disfigurement to an extent of not less than 5 square centimetres of scar tissue in the area from the hairline to and including the lower jaw and ears	10%	
5. Loss of or damage to teeth or dentures – the cost of dental treatment or repair or replacement of dentures up to a maximum of	2.5%	
6. Temporary total disablement from engaging in or giving attention to usual profession or occupation for a maximum period of 104 weeks from date of disablement	the Weekly Sum specified in the Schedule	
7. Temporary partial disablement from engaging in or giving attention to usual profession or occupation for a maximum period of 104 weeks from date of disablement	50% of the Weekly Sum specified in the Schedule	

### Memoranda to the Scale of Compensation

#### 1. Applicable to Item 2

If after expiry of 52 weeks of consecutive disablement the Person Insured is still totally disabled from engaging in or giving attention to usual profession or occupation but the medical evidence is such that it cannot be said that disablement is permanent and total, payments will be made for as long as total disablement continues for a period not exceeding 10 years. Payments will be at an annual rate of 10% of the benefit provided under Item 2, and will be made by half yearly instalments in arrears. The first payment will be made 18 months after commencement of disablement in respect of the first 18 months of disablement.

#### 2. Applicable to Item 3

- a) In the case of other permanent partial disablement not specified in Item 3 the amount payable will be such percentage of the Capital Sum set out in the Schedule as is commensurate with the degree of permanent partial disablement when compared with the degrees of disablement specified in Item 3.
- b) The benefits under h), i) and j) will be reversed in the case of a left-handed person.

3. Applicable to Items 6 and 7
  - a) Unless otherwise agreed by the **insurer** weekly compensation will not become payable until the total amount due has been ascertained.
  - b) Weekly Sums whether payable for total or partial disablement will not be payable for more than 104 weeks in respect of the same incident.
4. The total amount payable under Items 1 to 5 for all bodily injury sustained in any one Period of Insurance by any one Person Insured will not exceed the Capital Sum specified in the Schedule.

# Part P – Legal expenses

The **insurer** for this part of the policy is DAS Legal Expenses Insurance Company Limited ('DAS'). DAS is the underwriter and Agent and provides the legal protection insurance and additional services under this section

## Section 1 – Special Definitions

The following wordings have these meanings wherever they commence with a capital letter in this Part of the policy

### Costs and Expenses

All reasonable, proportionate and necessary costs chargeable by the Representative and agreed by the **insurer** in accordance with the DAS Standard Terms of Appointment.

Also the costs incurred by opponents in civil cases if a Person Insured has been ordered to pay them or pays them with the **insurer's** agreement.

### DAS Standard Terms of Appointment

The terms and conditions (including the amount the **insurer** will pay to a Representative) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee).

Where a law firm is acting as a Representative on the **insured's** behalf the amount the **insurer** will pay is currently £100 per hour. This amount may vary from time to time.

### Date of Occurrence

- a) For civil cases (other than as specified under (c) to (e) below) the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the Date of Occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date the **insured** or a Person Insured first became aware of it.)
- b) For criminal cases the Date of Occurrence is when the Person Insured began, or is alleged to have begun to break the law.
- c) For Section 8 – Statutory Licence Protection the date when the **insured** first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel the **insured's** licence, mandatory registration or British Standard Certificate of Registration.
- d) For Section 6 – Tax Protection, the date when HM Revenue & Customs, or the relevant authority, first notifies the **insured** of its intention to carry out an enquiry.

For VAT or Employer Compliance Disputes, the date the dispute arises during the Period of Insurance following the issue of an assessment, written decision or notice of a civil penalty.

- e) For Section 4 Legal defence (e) Statutory notice appeals, the date when the Person Insured is issued with the relevant notice and has the right to appeal.

### Employer Compliance Dispute

A dispute with HM Revenue & Customs concerning the **insured's** compliance with Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations.

### Person Insured

The **insured, members** and employees and any other individuals declared to the **insurer** by the **insured**.

### Period of Insurance

The period for which the **insurer** has agreed to cover the Person Insured and for which the premium has been paid.

### Preferred Law Firm

A law firm, barrister or tax expert the **insurer** chooses to provide legal or other services. These specialists are chosen as they have the proven expertise to deal with the Person Insured's claim and must comply with the **insurer's** agreed service standard levels, which the **insurer** audits regularly. They are appointed according to the DAS Standard Terms of Appointment.

## Reasonable Prospects

- a) For civil cases (other than Section 3 – Employment disputes and compensation awards and 4 – Legal defence) the prospects that the Person Insured will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that the **insurer** has agreed to, including an enforcement of judgment) or make a successful defence, must be at least 51%.

A Preferred Law Firm or tax consultancy, on the **insurer's** behalf, will assess whether there are Reasonable Prospects.

- b) For criminal cases there is no requirement for there to be prospects of a successful outcome.
- c) For civil and criminal appeals the prospects of a successful outcome must be at least 51%.

## Representative

The Preferred Law Firm, law firm, tax consultancy, accountant or other suitably qualified person the **insurer** appoints to act on the Person Insured's behalf.

## Tax Enquiry

A written notice of enquiry, issued by HM Revenue & Customs, to carry out an Income Tax or Corporation Tax compliance check which either:

- a) includes a request to examine any aspect of the **insured's** books and records; or
- b) advises of a check of the **insured's** whole tax return.

## Territorial Limit

### For insured incidents 4 Legal Defence (excluding 4(e)), and 5(B) Bodily Injury

The United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Lichtenstein, 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 and the Channel Islands.

## VAT Dispute

A dispute with HM Revenue & Customs following the issue of an assessment, written decision or notice of a civil penalty relating to the **insured's** VAT affairs.

To make sure that the **insured** gets the most from the cover, please take time to read this section of the policy which explains the insurance cover and additional services available.

## HOW THIS SECTION OF THE POLICY CAN HELP

Please find below information about the services this section of the policy offers and details of how to make a claim.

If the **insured** wishes to speak to the **insurer** about:

- **Legal Advice** – the **insured** can get telephone legal advice on any legal issue affecting their **business**.
- **Insurance Claims** – the **insured** can report a claim 24/7.
- **Tax Advice** – dedicated tax advisers can provide advice on tax issues affecting the **business**.

Please phone the **insurer** on 0117 934 2116 . The **insurer** will ask the **insured** about their legal issue and if necessary call them back to deal with their query.

## REPORTING A CLAIM

Please do not ask for help from a lawyer, accountant or anyone else before the **insurer** has agreed that the **insured** should do so. If the **insured** does, the **insurer** will not pay the costs involved even if they accept the claim.

Report a claim by calling the **insurer** on **0117 934 2116**, available 24 hours a day, 7 days a week. Have the policy number ready and the **insurer** will ask about the claim.

The **insurer** will assess the claim to check the claim is covered and, if it is, the **insurer** will send it to a lawyer who specialises in that type of claim.

The lawyer will assess the case and tell the **insured** how likely it is they will win. If they are more likely than not to win, the lawyer will manage the case from start to finish.

Please note this is an overview of the claims process for guidance purposes only. The **insurer's** claims handlers can answer any questions the **insured** may have when they receive the **insured's** claim, alternatively the **insured** can visit [www.das.co.uk/legal-protection/how-to-claim](http://www.das.co.uk/legal-protection/how-to-claim)

## Section 2 – Cover

This policy section, the policy schedule and any endorsement shall be considered as one document and describe the contract between the **insured** and the **insurer**. The **insurer** agrees to provide the insurance described in this policy section for the **insured** (or where specified, the Person Insured) in respect of any insured incident arising in connection with the **business**, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this policy section, provided that:

- a) Reasonable Prospects exist for the duration of the claim (other than insured incidents Employment disputes and compensation awards and Legal defence)
- b) the Date of Occurrence of the insured incident is during the Period of Insurance; or
- c) during the currency of a previous equivalent legal expenses insurance policy, provided that:
  - i) the previous legal expenses insurance policy required the **insured** to report claims during its currency
  - ii) the **insured** could not have notified a claim previously as the **insured** could not have reasonably been aware of the insured incident
  - iii) cover has been continuously maintained in force
  - iv) the **insurer** will not cover any claim that should have been covered under a previously operative legal expenses insurance policy
  - v) the available limit of indemnity shall be limited to the lesser of the sums payable under this or the **insured's** previous policy, and
- d) any legal proceedings will be dealt with by a court or other body which the **insurer** agrees to in the Territorial Limit
- e) the insured incident happens within the Territorial Limit.

### What the insurer will pay

The **insurer** will pay a Representative, on the **insured's** behalf, Costs and Expenses incurred following an insured incident, and any compensation awards that the **insurer** has agreed to, provided that:

1. the most the **insurer** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause for Costs and Expenses and compensation awards claims is detailed within the **insured's** policy schedule
2. the most the **insurer** will pay for the total of all compensation awards under insured incident 1 - Employment disputes and compensation awards (b) Compensation awards in any one Period of Insurance shall not exceed £1,000,000
3. the most the **insurer** will pay in Costs and Expenses is no more than the amount the **insurer** would have paid to a Preferred Law Firm or tax consultancy. The amount the **insurer** will pay a law firm (where acting on the **insured's** behalf) is currently £100 per hour. This amount may vary from time to time
4. in respect of an appeal or the defence of an appeal, the **insured** must tell the **insurer** within the time limits allowed that the **insured** wants to appeal. Before the **insurer** pays the Costs and Expenses for appeals, the **insurer** must agree that Reasonable Prospects exist
5. for an enforcement of judgment to recover money and interest due to the **insured** after a successful claim under this section of the policy, the **insured** must agree that Reasonable Prospects exist
6. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most the **insurer** will pay in Costs and Expenses is the value of the likely award; and
7. in respect of Section 4 – Legal defence (f) Jury service and court attendance the maximum the **insurer** will pay is the Person Insured's net salary or wages for the time that the Person Insured is absent from work less any amount the **insured**, the court or tribunal pays.

### What the insurer will not pay

1. In the event of a claim, if the **insured** decides not to use the services of a Preferred Law Firm or tax consultancy, the **insured** will be responsible for any costs that fall outside the DAS Standard Terms of Appointment and these will not be paid by the **insurer**.
2. If the **insured** is registered for VAT the **insurer** will not pay the VAT element of any Costs and Expenses.

3. the first £500 of any contract dispute claim where the amount in dispute exceeds £5,000 (including VAT). If the **insured** is using a Preferred Law Firm, the **insured** will be asked to pay this within 21 days of the **insured's** claim having been assessed as having Reasonable Prospects. If the **insured** are using the **insured's** own law firm, this will be within 21 days of their appointment (following confirmation the **insured's** claim has Reasonable Prospects). If the **insured** does not pay this amount the cover for the **insured's** claim could be withdrawn.

## Section 3 – Employment Disputes and Compensation Awards

### A) Employment Disputes

#### Insured Incident

Costs and Expenses to defend the **insured's** legal rights:

- i) before the issue of legal proceedings in a court or tribunal;
  - 1) following the dismissal of an employee; or
  - 2) where an employee or ex-employee has contacted ACAS ('Advisory, Conciliation and Arbitration Service') to commence the Early Conciliation procedure; or
- ii) in unfair dismissal disputes under the ACAS Arbitration Scheme; or
- iii) in legal proceedings in respect of any dispute with:
  - 1) a contract of employment with the **insured**; or
  - 2) an alleged breach of the statutory rights of an employee, ex-employee or prospective employee under employment legislation.

#### Exclusions

The **insurer** will not provide indemnity in respect of or arising from or relating to:

1. unless equivalent legal expenses insurance was continuously in force before:
  - a) any dispute where the originating cause of action arises within the first 90 days of the start of this section of the policy
  - b) any dispute with an employee who was subject to a written or oral warning (formal or informal) within 180 days immediately preceding the inception date of this section of the policy if the Date of Occurrence was within the first 180 days of the start of this section of the policy and the dispute relates directly to the same matter(s) which gave rise to that warning
  - c) any notice of redundancy or alleged redundancy or unfair selection for redundancy which arises within the first 180 days of the start of this section of the policy
2. any claim in respect of damages for personal injury
3. employee internal disciplinary or grievance procedures
4. pursuing the **insured's** legal rights.

### B) Compensation Awards

#### Insured Incident

The **insurer** will pay:

- i) any basic and compensatory award; and/or
- ii) an order for compensation following a breach of the **insured's** statutory duties under employment legislation in respect of a claim the **insurer** has accepted under insured incident 1 a).

Provided always that:

- 1 any sum of money in settlement of a dispute is awarded by a court, tribunal 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 the **insurer**.
- 2 the total amount payable by the **insurer** for all compensation awards and sums of money in settlement of a dispute, in aggregate and in any one Period of Insurance will not exceed £1,000,000.

### Exclusions

The **insurer** will not provide indemnity in respect of or arising from or relating to:

1. any compensation award relating to the following:
  - a) trade union activities, trade union membership or non-membership
  - b) pregnancy or maternity rights, paternity, parental or adoption rights
  - c) health and safety related dismissals brought under section 44 of the Employment Rights Act 1996
  - d) statutory rights in relation to trustees of occupational pension schemes
2. non-payment of money due under a contract
3. any award ordered because the **insured** has failed to provide relevant records to employees under National Minimum Wage legislation
4. any compensation award or increase in compensation award relating to failure to comply with a current or previous recommendation made by a tribunal
5. a settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure.

### C) Employee Civil Legal Defence

Costs and Expenses to defend the Person Insured's legal rights if an event arising from a Person Insured's work as an employee leads to civil action being taken against them under legislation for unlawful discrimination.

### D) Service Occupancy

Costs and Expenses to recover possession of premises owned by or for which the **insured** is responsible from the **insured's** employee or ex-employee.

### Exclusions

The **insurer** will not provide indemnity in respect of or arising from or relating to:

1. any claim relating to defending the **insured's** legal rights other than defending a counter-claim that is an insured incident under this section of the policy.

## Section 4 – Legal Defence

### Insured Incident

At the **insured's** request:

- a) Costs and Expenses to defend the Person Insured's legal rights:
  - i) prior to the issue of legal proceedings when dealing with the:
    - 1) police; or
    - 2) Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officerwhere it is alleged that the Person Insured has or may have committed a criminal offence
  - ii) following an event which leads to the Person Insured being prosecuted in a court of criminal jurisdiction

Provided that for claims relating to the Health and Safety at Work etc Act 1974 the Territorial Limit shall be any place where the Act applies.

Please note the **insurer** will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the BUSINESS. Please see Section 2-Cover

- b) Costs and Expenses to defend the Person Insured's legal rights if civil action is taken against the Person Insured for compensation under data protection legislation, when handling personal data in their capacity as a data controller and/or a data processor by:
  - i) an individual. The **insurer** will also pay any compensation award in respect of such a claim
  - ii) a data controller and/or data processor, which arises out of, or relates to, a claim made by an individual for compensation against that data controller and/or data processor. Please note the **insurer** will not pay any compensation award in respect of such a claim.

Provided that in respect of 2(b)(i) any sum of money in settlement of a dispute is awarded by a court under a judgment made after full argument and otherwise than by consent or default or is payable under settlement approved in advance by the **insurer**.

Please note the **insurer** will not cover the cost of fines imposed by the Information Commissioner, or any other regulatory and/or criminal body. Please see Special exclusion 3 of this Section.

- c) Cost and Expenses to defend the Person Insured's legal rights following civil action taken against the Person Insured for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the Period of Insurance
- d) Costs and Expenses to defend the Person Insured's (other than the **insured's**) legal rights if civil action is being taken against them as trustee of a pension fund set up for the benefit of the **insured's** employees.
- e) Costs and Expenses for an appeal against the imposition or terms of any statutory notice issued under legislation affecting the **insured's** business
- f) the **insurer** will pay for a Person Insured's absence from work:
  - i) to perform jury service
  - ii) to attend any court or tribunal at the request of the Representative.

The maximum the **insurer** will pay is the Person Insured's net salary or wages for the time that they are absent from work less any amount the **insured**, the court or tribunal, have paid them.

The **insurer** will reimburse the **insured** for net salary or wages that they have paid the Person Insured for that time, less any amount they have been paid by, or can recover from, the court or tribunal.

### Exclusions

The **insurer** will not provide indemnity in respect of or arising from or relating to:

- 1. any criminal investigation or enquiry by, with or on behalf of HM Revenue & Customs. Please note this exclusion applies to section a) i) of the Legal defence cover.
- 2. investigations or prosecutions for alleged infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle. Please note this exclusion applies to sections a) i) and a) ii) of the legal defence cover
- 3. a) the loss, alteration, corruption or distortion of, or damage to stored personal data; or  
b) a reduction in the functionality, availability, or operation of stored personal data resulting from hacking (unauthorised access), malicious or negligent transfer (electronic or otherwise) of a computer program that contains any malicious or damaging code, computer virus or similar mechanism.  
Please note this exclusion applies to section b) of the Legal defence cover.
- 4. an appeal against the imposition or terms of any Statutory Notice issued in connection with the **insured's** licence, mandatory registration or British Standard Certificate of Registration
- 5. a Statutory Notice issued by a Person Insured's regulatory or governing body.

Please note exclusions 4. and 5. apply to section e) of the Legal defence cover

- 6. any claim if the **insured** or the Person Insured are unable to prove the loss (Please note, this exclusion applies to section f) of the Legal defence cover.

## Section 5 – Property Protection and Bodily Injury

### A) Property Protection

#### Insured Incident

Costs and Expenses for the **insured's** legal rights in any civil dispute relating to property which is owned by or the responsibility of the **insured** following:

- i) any event which causes physical damage to such property
- ii) a legal nuisance (meaning any unlawful interference with the **insured's** use or enjoyment of the **insured's** land, or some right over, or in connection with it); or
- iii) a trespass.

Please note that the **insured** must have established, or there must be reasonable prospects of the **insured** establishing, the legal ownership or right to the physical property that is the subject of the dispute.

### Exclusions

The **insurer** will not provide indemnity in respect of or arising from or relating to:

1. a contract entered into by the **insured** (please refer to insured incident 4 Contract disputes, if operative)
2. physical property which is in transit or which is lent or hired out
3. goods at premises other than those occupied by the **insured** unless the goods are at the premises for the purpose of installations or use in work to be carried out by the **insured**
4. mining subsidence
5. defending the **insured's** legal rights other than in defending a counter-claim
6. the enforcement of a covenant by or against the **insured**.

## B) Bodily Injury

### Insured Incident

At the **insured's** request, Costs and Expenses for a Person Insured's and their family members' legal rights following a specific or sudden accident that causes the death of or bodily injury to them.

### Exclusions

The **insurer** will not provide indemnity in respect of or arising from or relating to:

1. any illness or bodily injury which develops gradually
2. psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury
3. defending a Person Insured's or their family members' legal rights other than in defending a counter-claim
4. clinical negligence.

## Section 6 – Tax Protection

### Insured Incident

Costs and Expenses for:

- a) a Tax Enquiry
- b) an Employer Compliance Dispute
- c) a VAT dispute.

Provided that the **insured** has taken reasonable care to ensure that all returns are complete and correct and are submitted within the statutory time limits allowed.

Please note the **insurer** will only cover tax claims which arise in direct connection with the activities of the **business**. Please see Section 2 – Cover

### Exclusions

The **insurer** will not provide indemnity in respect of or arising from or relating to:

1. a tax avoidance scheme
2. any failure to register for Value Added Tax or Pay As You Earn
3. any investigation or enquiries by, with or on behalf of HM Revenue & Customs Special Investigations Section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue & Customs Prosecution Office
4. any claim relating to import or excise duties and import VAT
5. any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

## Section 7 – Contract Disputes

This insured incident is only operative if shown in the schedule.

### Insured Incident

Costs and Expenses for the **insured'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 **insured** for the purchase, hire, sale or provision of goods or of services.

Provided that:

- a) the amount in dispute exceeds £250 (incl. VAT). If the amount in dispute exceeds £5,000 (incl. VAT), the **insured** must pay the first £500 of any claim. If the **insured** is using a Preferred Law Firm, the **insured** will be asked to pay this within 21 days of the **insured's** claim having been assessed as having Reasonable Prospects. If the **insured** is using their own law firm, this will be within 21 days of their appointment (following confirmation the **insured's** claim has Reasonable Prospects).  
  
If the **insured** does not pay this amount the cover for the **insured's** claim could be withdrawn
- b) if the amount in dispute is payable in instalments the instalments due and payable at the time of making the claim exceed £250 (incl. VAT)
- c) if the dispute relates to money owed to the **insured** a claim under this section of the policy is made within 90 days of the money becoming due and payable.

### Exclusions

The **insurer** will not provide indemnity in respect of or arising from or relating to:

1. unless equivalent legal expenses insurance was in force immediately before, any dispute arising from an agreement entered into prior to the start of this section of the policy if the Date of Occurrence is within the first 90 days of start of this section of the policy
2.
  - a) a dispute relating to an insurance policy, other than when the **insured's** insurer refuses the **insured's** claim
  - b) the sale, purchase, terms of a lease, licence or tenancy of land or buildings other than a dispute with a professional advisor in connection with these matters
  - c) a loan, mortgage, pension, guarantee or any other financial product other than a dispute with a professional adviser in connection with these matters
3. a dispute with an employee or ex-employee which arises out of or relates to a contract of employment with the **insured**. (Please refer to insured incident 1 Employment disputes and compensation awards.)
4. a dispute which arises out of the:
  - a) sale or provision of computer hardware, software, systems or services
  - b) purchase or hire of computer hardware, software, systems or services tailored by a supplier to the **insured's** own specification
5. a dispute arising from a breach or alleged breach of professional duty by a Person Insured
6. the recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.

## Section 8 – Statutory Licence Protection

Costs and Expenses to represent the **insured** 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 **insured's** licence, mandatory registration or British Standard Certificate of Registration.

### Exclusions

The **insurer** will not provide indemnity in respect of or arising from or relating to:

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

## Section 9 – Special Exclusions

This section of the policy does not cover:

1. any claim reported to the **insurer** more than 180 days after the date the Person Insured should have known about the insured incident
2. Costs and Expenses incurred before the expressed acceptance of a claim by the **insurer**
3. fines, penalties, compensation or damages which the Person Insured is ordered to pay by a court or other authority other than compensation awards as covered under insured incident 1b) 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 **insured**
6. any wilful act or omission of a Person Insured deliberately intended to cause a claim under this section of the policy
7. a dispute with the **insurer** not otherwise dealt with under special condition 7
8. any claim relating to a shareholding or partnership share in the **business**
9. Costs and Expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry
10. legal action a Person Insured takes which the **insurer** or the Representative have not agreed to or where the Person Insured does anything that hinders the **insurer** or the Representative
11. when either at the start of or during the course of a claim the **insured** is declared 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
12. any claim relating to written or verbal remarks that damage the Person Insured's reputation
13. any claim where a Person Insured is not represented by a law firm, barrister or tax expert.

## Section 10 – Special Conditions

1. A Person Insured must:
  - a) co-operate fully with the **insurer** and the Representative;
  - b) give the Representative any instructions that the **insurer** asks the **insured** to.
2.
  - a) On receiving a claim, if representation is necessary, the **insurer** will appoint a Preferred Law Firm or tax consultancy as the **insured's** Representative to deal with the **insured's** claim. They will try to settle the **insured's** claim by negotiation without having to go to court.
  - b) If the Representative cannot negotiate settlement of the **insured's** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the **insured** may choose a law firm or tax expert to act as the Representative. The **insurer** will choose the Representative to represent the **insured** in any proceedings where the **insurer** is liable to pay a compensation award.
  - c) If the **insured** chooses a law firm as the **insured's** Representative who is not a Preferred Law Firm or tax consultancy, the **insurer** will give the **insured's** choice of law firm the opportunity to act on the same terms as a Preferred Law Firm or tax consultancy. However if they refuse to act on this basis, the most the **insurer** will pay is the amount the **insurer** would have paid if they had agreed to the DAS Standard Terms of Appointment. The amount the **insurer** will pay a law firm (where acting as the Representative) is currently £100 per hour. This amount may vary from time to time.
  - d) The Representative must co-operate with the **insurer** at all times and must keep the **insurer** up to date with the progress of the claim.
3.
  - a) A Person Insured must tell the **insurer** if anyone offers to settle a claim and must not agree to any settlement without the **insurer** expressed consent.
  - b) If a Person Insured does not accept a reasonable offer to settle a claim the **insurer** may refuse to pay further Costs and Expenses.
  - c) The **insurer** may decide to pay a Person Insured the reasonable value of the claim that the Person Insured is claiming or is being claimed against them instead of starting or continuing legal action. In these circumstances a Person Insured must allow the **insurer** to take over and pursue or settle a claim in their name. A Person Insured must allow the **insurer** to pursue at the **insurer's** own expense and for their benefit, any claim for compensation against any other person and a Person Insured must give the **insurer** all the information and help the **insurer** needs to do so.

4. a) A Person Insured must tell the Representative to have Costs and Expenses taxed, assessed or audited if the **insurer** asks for this.  
b) a Person Insured must take every step to recover Costs and Expenses that the **insurer** has to pay and must pay the **insurer** any Costs and Expenses that are recovered.
5. If a Representative refuses to continue acting for the Person Insured with good reason or if the Person Insured dismisses a Representative without good reason the cover the **insurer** provides will end at once unless the **insurer** agrees to appoint another Representative.
6. a) If a Person Insured settles a claim or withdraws their claim without the **insurer's** agreement or does not give suitable instructions to a Representative, the **insurer** can withdraw cover and will be entitled to re-claim any Costs and Expenses they have paid.  
b) If during the course of a claim Reasonable Prospects no longer exist the cover the **insurer** provides will end at once. The **insurer** will pay any Costs and Expenses and compensation awards they have agreed to, up to the date cover was withdrawn.
7. If there is a disagreement about the handling of a claim and it is not resolved through the **insurer's** internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free arbitration service for eligible complaints. (Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk))  
  
If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, the **insurer** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.
8. If there is a disagreement between a Person Insured and the **insurer** on the merits of the claim or proceedings, or on a legal principle, the **insurer** may suggest the Person Insured obtains at their own expense an opinion on the matter from an independent and appropriate expert. The expert must be approved in advance by the **insurer** and the cost expressly agreed in writing between the Person Insured and the **insurer**. Subject to this the **insurer** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the Person Insured will recover damages (or obtain any other legal remedy that the **insurer** has agreed to) or make a successful defence. This does not affect the Person Insured's rights under Special Condition 7.
9. A Person Insured must:
  - a) keep to the terms and conditions of this section of the policy
  - b) take reasonable steps to avoid and prevent claims
  - c) take reasonable steps to avoid incurring unnecessary costs
  - d) send everything the **insurer** asks for in writing; and
  - e) report to the **insurer** full and factual details of any claim as soon as possible and give the **insurer** any information they need.
10. Apart from the **insurer** the **insured** is the only person who may enforce all or any of this section of the policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this section of the policy in relation to any third-party rights or interest.
11. If any claim covered under this section of the policy is also covered by another policy, or would have been covered if this section of the policy did not exist, the **insurer** will only pay the **insurer's** share of the claim even if the other insurer refuses the claim.
12. This policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where the **insured's** business is registered. Otherwise the law of England and Wales applies. All Acts of Parliament mentioned in this policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

## HOW TO MAKE A COMPLAINT

The **insurer** will always aim to give the **insured** a high quality service. If the **insured** thinks the **insurer** has let the **insured** down, the **insured** can contact the **insurer** by:

- phoning **0344 893 9013**
- emailing **customerrelations@das.co.uk**
- writing to the **Customer Relations Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH**
- completing the insurer's online complaint form at **www.das.co.uk/about-das/complaints**

Further details of the **insurer's** internal complaint-handling procedures are available on request.

If the **insured** is not happy with the complaint outcome or if the **insurer** has been unable to respond to the **insured's** complaint within 8 weeks, the **insured** may be able to contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible complaints.

(Details available from **www.financial-ombudsman.org.uk**)

The insured can contact them by:

- phoning **0800 023 4567** (free from mobile phones and landlines) or **0300 123 9123**
- emailing **complaint.info@financial-ombudsman.org.uk**
- writing to **The Financial Ombudsman Service | Exchange Tower | London | E14 9SR**

Further information is available on their website: **www.financial-ombudsman.org.uk**.

Using this service does not affect your right to take legal action.

## DATA PROTECTION

To comply with data protection regulations the **insurer** of this section of the policy (DAS) is committed to processing personal information fairly and transparently. This section is designed to provide a brief understanding of how the **insurer** collects and uses this information. A full copy of the **insurer's** privacy notice can be found on their website – [www.das.co.uk/legal/privacy-statement](http://www.das.co.uk/legal/privacy-statement). If you require a written copy of the **insurer's** privacy notice please email [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk).

## HOW THE INSURER COLLECTS THE PERSON INSURED'S INFORMATION

The **insurer** will either collect information directly from you, from someone who has authority to make a claim on your behalf, or via the **insurer's** partners when you:

- purchase a DAS product;
- request or obtain a quote;
- use the policy, such as making a claim or using one of the insurer's helplines;
- request an update on your claim;
- make a complaint;
- use the **insurer's** websites;
- contact the **insurer** or one of its partners by telephone, by post or email, or when you communicate via online channels.

Types of information the **insurer** will typically ask for includes basic personal details such as your name, address, e-mail address, telephone number, date of birth or age and marital status. The **insurer** will also need details of your claim, which may include sensitive personal information depending on the nature of the claim. The **insurer** will always be clear why they need this information and the purposes for which they will use it.

## HOW THE INSURER WILL USE YOUR INFORMATION

The **insurer** will use your information to:

- manage your policy;
- manage your claim, including providing updates and in order to make decisions relating to policy coverage;
- provide you with the services outlined in your policy;
- handle complaints;
- provide quotes and sell policies.

Where the **insurer** uses trusted third parties to provide services under the policy your information will be shared outside of the DAS Group. The **insurer** will also share information with your **insurer** or insurance intermediary where it is necessary to manage your policy. For more information about how the **insurer** uses your information, including how your information is shared outside of the DAS Group please visit the **insurer's** website [www.das.co.uk/legal/privacy-statement](http://www.das.co.uk/legal/privacy-statement).

Your information may be disclosed when the **insurer** believes in good faith that the disclosure is:

- required by law; or
- to protect the safety of DAS; employees, the public or DAS UK Group property; or
- required to comply with a judicial proceeding, court order or legal process; or
- in the event of a merger, asset sale, or other related transaction; or
- for the prevention or detection of crime (including fraud).

## WHAT IS THE INSURERS LEGAL BASIS FOR PROCESSING YOUR INFORMATION?

The **insurer** will use your personal information:

- because it is necessary for the performance of the **insurer's** contract with you or to take steps to enter into a contract with you;
- in order to comply with the **insurer's** legal obligations;
- because it is in the **insurer's** legitimate interests;
- for establishing, exercising or defending any legal claims in relation to your policy.

## WHAT ARE THE INSURED'S RIGHTS?

The following rights are available in relation to the handling of personal data:

- the right to access personal data held
- the right to have inaccuracies corrected for personal data held
- the right to have personal data held erased
- the right to object to direct marketing being conducted based upon personal data held
- the right to restrict the processing for personal data held, including automated decision-making
- the right to data portability for personal data held

Any requests, questions or objections should be made in writing to the Data Protection Officer:

Data Protection Officer  
DAS Legal Expenses Insurance Company Limited  
DAS House  
Quay Side  
Temple Back  
Bristol  
BS1 6NH

Or via Email: [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)

## **HOW TO MAKE A COMPLAINT**

If there is any dissatisfaction with the way in which personal data has been processed, the Data Protection Officer can be contacted in the first instance using the details above.

If you remain dissatisfied, the Information Commissioner's Office can be approached directly for a decision. The Information Commissioner can be contacted at:

Information Commissioner's Office  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF

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

# Part Q – Impact Damage (Street Furniture)

## Section 1 – Cover

In the event of **damage** to the **property** insured as specified in the Schedule from impact by any road vehicle or animal the **insurer** will pay to the **insured** the value of the **property** at the time of its **damage** or at the **insurer's** option reinstate or replace the **property** or any part of it.

## Section 2 – Exclusions

### 1. Excess

The **insurer** will not be liable for an **excess** the amount of which is specified in the Schedule. Unless stated otherwise the **excess** will apply individually to each and every loss.

### 2. Terrorism

- a) This Policy does not cover loss, destruction, damage, cost or expense occurring anywhere in the world caused by or contributed to by or arising or resulting from whether directly or indirectly any act falling within sub-clause (b) below the use or threat of which is made for the purpose of advancing a political, religious or ideological cause and to intimidate or seek to intimidate the public or a section of the public.
- b) An act falls within this sub-clause b) if it:
  - i) involves serious violence against a person; and/or
  - ii) involves serious damage to property; and/or
  - iii) endangers a person's life, other than that of the person committing the act; and/or
  - iv) creates a serious risk to health and safety of the public or a section of the public; and/or
  - v) is designed seriously to interfere with or seriously to disrupt an electronic system.
- c) This Policy does not cover loss, destruction, damage, cost or expense occurring anywhere in the world caused by or contributed to by or arising or resulting from whether directly or indirectly any act or acts of any person or persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of any government de jure or de facto.
- d) In any action or suit or other proceedings where the **insurer** alleges that by reason of this **exclusion** cover is not provided under this Policy, the burden of proving that cover is provided under this Policy shall be upon the **insured**.

### 3. Northern Ireland

This Policy does not cover loss, destruction, damage, cost or expense in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of Civil Commotion.

## Section 3 – Special Condition

The sum insured by each item of this Part is declared to be separately subject to **average**.

For the avoidance of doubt clause c) iii) of general condition 4 will not apply.

# Part R – Terrorism

## Section 1 – Special Definitions

### Act of Terrorism

any act or acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's Government in the United Kingdom or any other government de jure or de facto.

### Computer System

a computer or other equipment or component or system or item which processes, stores, transmits or receives Data.

### Data

data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.

### Denial of Service Attack

any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or Computer Systems.

Denial of Service Attacks include but are not limited to the generation of excess traffic into the network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other Computer Systems.

### Hacking

unauthorised access to any Computer System whether the **insured's** property or not.

### Phishing

any access or attempted access to Data made by means of misrepresentation or deception.

### Virus or Similar Mechanism

program code, programming instruction or any set of instructions intentionally constructed with the ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor Computer Systems, Data or operations, whether involving self-replication or not.

Virus or Similar Mechanism includes but is not limited to Trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

## Section 2 – Cover

In the event that:

- a) Her Majesty's Government or Her Majesty's Treasury or any successor relevant authority issue a certificate certifying an event or occurrence to have been an Act of Terrorism; or
- b) Her Majesty's Government or Her Majesty's Treasury or any successor relevant authority refuse to issue a certificate certifying an event or occurrence to have been an Act of Terrorism and that refusal is reversed by the decision of a validly constituted tribunal

the **insurer** will by this Terrorism cover provide cover for accidental loss of or damage to material property (hereafter referred to as 'Damage') and consequential loss proximately caused by such Act of Terrorism in so far and to the extent that such Damage and consequential loss is insured under parts A, B, C, D and L of this policy.

Provided always that:

- 1) the liability of the **insurer** will not exceed:
  - A) in the whole the total sum insured
  - B) in respect of any item its sum insured
  - C) any other limit of indemnitystated in the schedule at the time of the loss or damage
- 2) such Damage and consequential loss occurs in England, Wales or Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 and not Northern Ireland, the Channel Islands or the Isle of Man

- 3) in any action, suit or other proceedings where the **insurer** alleges that any Damage and consequential loss is not covered under section 2 the burden of proving that such Damage and consequential loss is covered will fall upon the **insured**
- 4) the insurance effected by section 2 excludes:
- A) any losses whatsoever:
- a) occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
  - b) directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from:
    - i) damage to or the destruction of any Computer System; or
    - ii) any alteration, modification, distortion, erasure or corruption of Data
 in each case whether the property of the **insured** or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism, Hacking, Phishing or Denial of Service Attack

Proviso to exclusion 4) A) b)

save that Covered Loss otherwise falling within this exclusion 4) A) b) will not be treated as excluded by exclusion 4) A) b) solely to the extent that such Covered Loss:

- i) results directly (or, solely as regards ii) 3) below, indirectly) from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, destruction of, damage to or movement of buildings or structures, plant or machinery other than any Computer System; and
- ii) comprises:
  - 1) the cost of reinstatement, replacement or repair in respect of damage to or destruction of Property insured; or
  - 2) the amount of business interruption loss suffered directly by the **insured** by way of loss of or reduction in profits, revenue or turnover or increased cost of working as a direct result of either damage to or destruction of Property insured or as a direct result of denial, prevention or hindrance of access to or use of the Property insured by reason of an Act of Terrorism causing damage to other Property within one mile of the Property insured to which access is affected; or
  - 3) the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of Property and any additional costs or charges reasonably and necessarily paid by the **insured** to avoid or diminish such loss

and

- iii) is not proximately caused by an Act of Terrorism in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.
- iv) for the purposes of this Proviso
  - 1) the meaning of 'Property' shall exclude:
    - A) any money (including **money**), currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument of any sort whatever; and
    - B) any Data
  - 2) 'Covered Loss' means all losses arising as a result of damage to or the destruction of Property insured, the proximate cause of which is an Act of Terrorism
- v) notwithstanding the exclusion of Data from Property, to the extent that damage to or destruction of Property within the meaning of sub-paragraph ii) above indirectly results from any alteration, modification, distortion, erasure or corruption of Data, because the occurrence of one or more of the matters referred to in sub-paragraph i) above results directly or indirectly from any alteration, modification, distortion, erasure or corruption of Data, that shall not prevent cost or business interruption loss directly resulting from damage to or destruction of such Property and otherwise falling within sub-paragraphs i) and ii) 1) or 2) nor any loss, cost or charges otherwise falling within sub-paragraphs i) and ii) 3) above from being recoverable under section 2 of this part.

In no other circumstances than the previous sentence, however, will any loss or losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of Data be recoverable under section 2 of this part

- B) any type of property which has been specifically excluded under parts A, C, D and L
  - C) any **nuclear installation** or **nuclear reactor** and all fixtures and fittings situated thereon and attached thereto and all pipes, wires, cables, drains or other conduits or service media of any description which are affixed or connected to or in any way serve such **nuclear installation** or **nuclear reactor**
- 5) save for the exclusions listed in 4) above no other exclusions applicable to parts A, B, C, D and L will apply to the insurance effected by section 2 of this part. All the other terms, definitions, provisions and conditions of said parts including but not limited to any **excess** or deductible to be borne by the **insured** will apply to the insurance effected by section 2 of this part except for:
- A) any Long Term Agreement applying to this policy
  - B) any terms which provide for adjustments of premium based upon declarations on expiry or during the Period of Insurance
  - C) any extension of **premises** to locations outside England and Wales and Scotland.

### 2.1 Uncertified Terrorism

In the event that Her Majesty's Government or Her Majesty's Treasury or any successor relevant authority refuse to issue a certificate certifying an event or occurrence to have been an Act of Terrorism and such refusal is upheld by the decision of a validly constituted tribunal general exclusion 3 will not apply to parts A, B, C and L in respect of such event or occurrence.

Provided always that:

- a) such **damage** and/or **consequential loss** occurs in England, Wales or Scotland but not the territorial seas adjacent thereto as defined by the Territorial Seas Act 1987 and not Northern Ireland, the Channel Islands or the Isle of Man
- b) the liability of the **insurer** will not exceed:
  - i) in the whole the total sum insured
  - ii) in respect of any item its sum insured
  - iii) any other limit of indemnitystated in the schedule to parts A, B, C, D and L at the time of the said event or occurrence
- c) save for proviso a) above the terms, definitions, provisions and conditions applicable to parts A, B, C, D and L will apply to this clause.

**DAS Head and Registered Office:**

DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH

Registered in England and Wales | Company Number 103274

Website: [www.das.co.uk](http://www.das.co.uk)

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

**Zurich Management Services Limited**

Registered in England and Wales, number 2741053.

Registered Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

**Zurich Municipal is a trading name of Zurich Insurance Company Ltd**

A public limited company incorporated in Switzerland. Registered in the Canton of Zurich, No. CHE-105.833.114,

registered offices at Mythenquai 2, 8002 Zurich. UK Branch registered in England and Wales no BR000105.

UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

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

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

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**AGENDA ITEM 14 (v)**

**14 Sycamore Avenue  
Euxton  
CHORLEY  
Lancs  
PR7 5EG**

27 April 2023

By Email: [clerk@avpc.org.uk](mailto:clerk@avpc.org.uk)

Mr Craig Ainsworth  
Parish Clerk & Responsible Financial Officer  
Astley Village Parish Council  
5 Clarendon Gardens  
Bromley Cross  
BL7 9GW

Dear Craig

I have completed the audit for Astley Village Parish Council for the year 1 April 2022 to 31 March 2023 and thank you for providing the information by email. Areas involved in the audit included:

- The system for the approval of expenditure was checked alongside the payments, as detailed in the minutes of meetings on the website, then checked on the bank statements.
- Income was received and accounted for and checked on the bank statements and excel records.
- Transfers from bank to bank were checked.
- A selection of invoices were checked against payments made.
- The financial risks were checked by the risk assessments on the website.
- Bank reconciliations were carried out correctly.
- A good budgetary process is in operation.
- Payments through the bank and reimbursements were documented correctly.

I believe that the control objectives and procedures set up and operated by Astley Village Parish Council are to a standard adequate to meet the needs of the council.

Yours sincerely

*Susan Edwards*  
Susan Edwards

Annual Internal Audit Report 2022/23

ASTLEY VILLAGE PARISH COUNCIL

www.avpc.org.uk

During the financial year ended 31 March 2023, this authority's internal auditor acting independently and on the basis of an assessment of risk, carried out a selective assessment of compliance with the relevant procedures and controls in operation and obtained appropriate evidence from the authority.

The internal audit for 2022/23 has been carried out in accordance with this authority's needs and planned coverage. On the basis of the findings in the areas examined, the internal audit conclusions are summarised in this table. Set out below are the objectives of internal control and alongside are the internal audit conclusions on whether, in all significant respects, the control objectives were being achieved throughout the financial year to a standard adequate to meet the needs of this authority.

Internal control objective	Not covered**		
	Yes	No*	
A. Appropriate accounting records have been properly kept throughout the financial year.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. This authority complied with its financial regulations, payments were supported by invoices, all expenditure was approved and VAT was appropriately accounted for.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. This authority assessed the significant risks to achieving its objectives and reviewed the adequacy of arrangements to manage these.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. The precept or rates requirement resulted from an adequate budgetary process; progress against the budget was regularly monitored; and reserves were appropriate.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. Expected income was fully received, based on correct prices, properly recorded and promptly banked; and VAT was appropriately accounted for.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F. Petty cash payments were properly supported by receipts, all petty cash expenditure was approved and VAT appropriately accounted for.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
G. Salaries to employees and allowances to members were paid in accordance with this authority's approvals, and PAYE and NI requirements were properly applied.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
H. Asset and investments registers were complete and accurate and properly maintained.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I. Periodic bank account reconciliations were properly carried out during the year.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
J. Accounting statements prepared during the year were prepared on the correct accounting basis (receipts and payments or income and expenditure), agreed to the cash book, supported by an adequate audit trail from underlying records and where appropriate debtors and creditors were properly recorded.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
K. If the authority certified itself as exempt from a limited assurance review in 2021/22, it met the exemption criteria and correctly declared itself exempt. (If the authority had a limited assurance review of its 2021/22 AGAR tick "not covered")	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
L. The authority published the required information on a website/webpage up to date at the time of the internal audit in accordance with the relevant legislation.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M. In the year covered by this AGAR, the authority correctly provided for a period for the exercise of public rights as required by the Accounts and Audit Regulations (during the 2022-23 AGAR period, were public rights in relation to the 2021-22 AGAR evidenced by a notice on the website and/or authority approved minutes confirming the dates set).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
N. The authority has complied with the publication requirements for 2021/22 AGAR (see AGAR Page 1 Guidance Notes).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>O. (For local councils only)</b> Trust funds (including charitable) – The council met its responsibilities as a trustee.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

For any other risk areas identified by this authority adequate controls existed (list any other risk areas on separate sheets if needed).

Date(s) internal audit undertaken: 09/04/23, 16/04/23, 25/04/23  
 Name of person who carried out the internal audit: Susan Edwards

Signature of person who carried out the internal audit: *S. Edwards*  
 Date: 27.04.23

**\*If the response is 'no' please state the implications and action being taken to address any weakness in control identified (add separate sheets if needed).**

**\*\*Note: If the response is 'not covered' please state when the most recent internal audit work was done in this area and when it is next planned; or, if coverage is not required, the annual internal audit report must explain why not (add separate sheets if needed).**

Section 1 – Annual Governance Statement 2022/23

We acknowledge as the members of:

**ASTLEY VILLAGE PARISH COUNCIL**

our responsibility for ensuring that there is a sound system of internal control, including arrangements for the preparation of the Accounting Statements. We confirm, to the best of our knowledge and belief, with respect to the Accounting Statements for the year ended 31 March 2023, that:

	Agreed		
	Yes	No*	
1. We have put in place arrangements for effective financial management during the year, and for the preparation of the accounting statements.	✓		<i>prepared its accounting statements in accordance with the Accounts and Audit Regulations.</i>
2. We maintained an adequate system of internal control including measures designed to prevent and detect fraud and corruption and reviewed its effectiveness.	✓		<i>made proper arrangements and accepted responsibility for safeguarding the public money and resources in its charge.</i>
3. We took all reasonable steps to assure ourselves that there are no matters of actual or potential non-compliance with laws, regulations and Proper Practices that could have a significant financial effect on the ability of this authority to conduct its business or manage its finances.	✓		<i>has only done what it has the legal power to do and has complied with Proper Practices in doing so.</i>
4. We provided proper opportunity during the year for the exercise of electors' rights in accordance with the requirements of the Accounts and Audit Regulations.	✓		<i>during the year gave all persons interested the opportunity to inspect and ask questions about this authority's accounts.</i>
5. We carried out an assessment of the risks facing this authority and took appropriate steps to manage those risks, including the introduction of internal controls and/or external insurance cover where required.	✓		<i>considered and documented the financial and other risks it faces and dealt with them properly.</i>
6. We maintained throughout the year an adequate and effective system of internal audit of the accounting records and control systems.	✓		<i>arranged for a competent person, independent of the financial controls and procedures, to give an objective view on whether internal controls meet the needs of this smaller authority.</i>
7. We took appropriate action on all matters raised in reports from internal and external audit.	✓		<i>responded to matters brought to its attention by internal and external audit.</i>
8. We considered whether any litigation, liabilities or commitments, events or transactions, occurring either during or after the year-end, have a financial impact on this authority and, where appropriate, have included them in the accounting statements.	✓		<i>disclosed everything it should have about its business activity during the year including events taking place after the year end if relevant.</i>
9. (For local councils only) Trust funds including charitable. In our capacity as the sole managing trustee we discharged our accountability responsibilities for the fund(s)/assets, including financial reporting and, if required, independent examination or audit.	Yes	No	N/A
			✓

**\*Please provide explanations to the external auditor on a separate sheet for each 'No' response and describe how the authority will address the weaknesses identified. These sheets must be published with the Annual Governance Statement.**

This Annual Governance Statement was approved at a meeting of the authority on:

**10 May 2023**

and recorded as minute reference:

**MINUTE REFERENCE**

Signed by the Chairman and Clerk of the meeting where approval was given:

Chairman

**SIGNATURE REQUIRED**

Clerk

**www.avpc.org.uk**

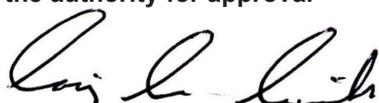
## Section 2 – Accounting Statements 2022/23 for

## ASTLEY VILLAGE PARISH COUNCIL

	Year ending		Notes and guidance
	31 March 2022 £	31 March 2023 £	
1. Balances brought forward	73,469	84,345	Total balances and reserves at the beginning of the year as recorded in the financial records. Value must agree to Box 7 of previous year.
2. (+) Precept or Rates and Levies	20,350	20,397	Total amount of precept (or for IDBs rates and levies) received or receivable in the year. Exclude any grants received.
3. (+) Total other receipts	4,673	5,156	Total income or receipts as recorded in the cashbook less the precept or rates/levies received (line 2). Include any grants received.
4. (-) Staff costs	6,105	6,530	Total expenditure or payments made to and on behalf of all employees. Include gross salaries and wages, employers NI contributions, employers pension contributions, gratuities and severance payments.
5. (-) Loan interest/capital repayments	0	0	Total expenditure or payments of capital and interest made during the year on the authority's borrowings (if any).
6. (-) All other payments	8,042	22,782	Total expenditure or payments as recorded in the cashbook less staff costs (line 4) and loan interest/capital repayments (line 5).
7. (=) Balances carried forward	84,345	80,586	Total balances and reserves at the end of the year. Must equal (1+2+3) - (4+5+6).
8. Total value of cash and short term investments	84,345	80,586	The sum of all current and deposit bank accounts, cash holdings and short term investments held as at 31 March – <b>To agree with bank reconciliation.</b>
9. Total fixed assets plus long term investments and assets	24,978	31,702	The value of all the property the authority owns – it is made up of all its fixed assets and long term investments as at 31 March.
10. Total borrowings	0	0	The outstanding capital balance as at 31 March of all loans from third parties (including PWLB).
<b>For Local Councils Only</b>	Yes	No	N/A
11a. Disclosure note re Trust funds (including charitable)			
11b. Disclosure note re Trust funds (including charitable)			✓

I certify that for the year ended 31 March 2023 the Accounting Statements in this Annual Governance and Accountability Return have been prepared on either a receipts and payments or income and expenditure basis following the guidance in Governance and Accountability for Smaller Authorities – a Practitioners' Guide to Proper Practices and present fairly the financial position of this authority.

**Signed by Responsible Financial Officer before being presented to the authority for approval**



**1 May 2023**

Date

I confirm that these Accounting Statements were approved by this authority on this date:

**10 May 2023**

as recorded in minute reference:

**MINUTE REFERENCE**

Signed by Chairman of the meeting where the Accounting Statements were approved

**SIGNATURE REQUIRED**

**Section 2, Box 3: the variance from the prior year (2021/22) for this box is £483 which is above 15%**

Due to COVID-19, the ability for the Parish Council to undertake work in 2020/21 was affected which meant the level of expenditure was lower than had been budgeted for which in turn affected the amount of VAT recovered (£761.68). With the lifting of restrictions in the financial year 2021/22, some of the work planned for 2020/21 was able to be carried out which meant the level of expenditure increased from the previous year which in turn affected the amount of VAT recovered (£942.69). The VAT recovered is claimed after 1 April each year and therefore not reflected in the accounts for the year it was accrued. This trend has continued and the amount of VAT being recovered for 2022/23 is £1,250.78 and will be included in next year's Return.

**Section 2, Box 6: the variance from the prior year (2021/22) for this box is £14,740 which is above 15%**

With the lifting of restrictions in the financial year 2021/22, some of the work planned carried forward from 2021/22 was undertaken in 2022/23 e.g., West Way Nature Reserve (£5,000) and New Finger Post Signs (£1,373.00) resulting in expenditure increasing from £8,042 in 2021/22 to £22,782 in 2022/23

**Section 2, Box 7: the total reserves figure is more than twice Box 2. (i.e., more than £40,794 being twice the Precept levied)**

Below is a breakdown of the reserves held:

- £2,000 - Employee Contingency.
- £35,000 - Earmarked/ringfenced as the Parish Councils contribution to the new play area and paths at the West Way Sports Hub.
- £3,000 - Grant for the restoration of the Picture at Astley Hall.
- £7,000 - Village Improvements (Additional Seating).
- £1,000 - Improve Village Centre & Enhance Village Green.
- £1,000 - Gateway Signs.
- £2,390 – Tree Planting.
- £500 - Wildflower Meadows/Corridors.
- £1,000 - Road Safety Maintenance of Speed Indicator Signs.
- £5,000 - Election/By-Election/Polls Reserve.
- £21,141.25 - General Reserve.



# Astley Village Parish Council

## Annual Council Work Programme - Scheduled Items

For consideration by the Full Parish Council (unless otherwise specified)

Item	Meeting	
Review Asset Register - Annually, prior to 31 March each year	January	1
Appoint Internal Auditor - Annually, prior to 31 March each year	January	1
Newsletter Articles planning	January	1
Review of Village Development Plan	January	1
Agree Budget/Precept	January	1
Review Policy and Document List	March	2
Review Annual Council Work Programme - Scheduled Items	March	2
Newsletter Articles	March	2
Annual Report (prepared by the Chair/Parish Clerk)	March	2
Internal Audit (after 31 March and before due for submission (dependant bank statements)	May	3
Review Financial Regulations	May	3
Review Insurance (prior to June renewal)	May	3
Approve End of Year figures ((if finalised)	May	3
Approve External Audit and submit Audit by 1 June (or when specified by Ex Auditor each year)	May	3
Election of Chair and Vice Chair and Appointments to Committees/ Working Groups/ Outside Bodies	May (Annual)	3
Review of Village Development Plan	July	4
Internal Auditor Report	July	4
Christmas Event planning	July	4
Review of Effectiveness of the System of Internal Audit (prior to 31 March each year)	September	5
Review Internal Audit Plan	September	5
Christmas Event planning	September	5
Newsletter planning	September	5
External Auditor Report	September	5
Review Financial Risk Assessment (prior to 31 March each year)	September	5
Christmas Event planning	November	6
Schedule of meetings	November	6
Newsletter Articles	November	6
Personnel Review (by the Personnel Committee prior to precept setting)	Oct/Nov	6

## **Chorley Liaison**

Wednesday, 22nd March 2023, 6.30 pm

Council Chamber, Town Hall, Chorley and Youtube

### Agenda

#### **Apologies**

- |  |                        |
|--|------------------------|
| <p>1      <b>Welcome by the Chair</b></p>  |                        |
| <p>2      <b>Minutes of meeting Wednesday, 18 January 2023 of Chorley Liaison</b></p>  | <p>(Pages 3 - 6)</p>   |
| <p>3      <b>Voter ID - Presentation</b></p> <p>The Electoral Services Team Leader will be in attendance to give an update and answer questions on Voter ID.</p>   | <p>(Pages 7 - 10)</p>  |
| <p>4      <b>Item requested by Bretherton Parish Council</b></p> <p><b>Background</b></p> <p>The Parish Council is concerned about the County Council attitude to road safety issues which appears to be based on 'doing nothing' until there is an accident. Preventative actions do not seem to be being considered.</p> <p>Attached is the text of an email sent to CC Swarbrick along with the reply received.</p> | <p>(Pages 11 - 12)</p> |
| <p>5      <b>Item requested by Heath Charnock Parish Council</b></p>   |                        |

## **Background**

- To raising wider awareness of concerns recently raised by Nickleton Brow residents in Heath Charnock Parish due to speeding cars, under-reporting of traffic incidents, possible drug-driving following the use of nitrogen dioxide, litter created by discarded canisters in the Rivington area and damage to property (of individuals and in public ownership of United Utilities).

The Parish Council has reported this to the Police who said they would take action.

Mr Andy Pratt, the Deputy Lancashire Police and Crime Commissioner is due to attend the 16 March Heath Charnock Parish Council meeting where these concerns will be discussed. The Parish Council's representative will be able to update the Chorley Liaison meeting.

## **6 Questions from Members of the Liaison and the public**

In order to allow members of the Liaison and members of the public to raise issues of local concern, a period of 20 minutes has been set aside.

A member of the public may speak for no more than 3 minutes. Members of the public are not required to give notice of the issue they intend to raise, although it is expected in the case of service issues that the appropriate mechanisms for resolving the issue have been explored.

Where a question is raised which cannot be answered at the meeting, a record will be kept by officers supporting the meeting and it will be responded to via the appropriate mechanism.

## **7 Items for Future Meetings**

A schedule setting out deadlines for items to be requested on the agenda for the Chorley Liaison and dates for future meetings is enclosed.

## **8 Any urgent business previously agreed with the Chair**

(Pages 13 - 14)

Chris Sinnott  
Chief Executive

Electronic agendas sent to Members of the Chorley Liaison Councillor Gordon France (Eastern Parishes) (Chair), Councillor Kim Snape (Chorley Rural East Division, Lancashire County Council) (Vice-Chair) and Councillors Alistair Bradley (Chorley Town), Alan Platt (Western Parishes), Michelle Le Marinel (Northern Parishes), Aaron Beaver (Chorley Town West) and Danny Gee (Chorley Town North).

If you need this information in a different format, such as larger print or translation, please get in touch on 515151 or [chorley.gov.uk](http://chorley.gov.uk)



**Minutes of** Chorley Liaison

**Meeting date** Wednesday, 18 January 2023

**Members present:** Councillor Gordon France (Eastern Parishes) (Chair), Councillor Kim Snape (Chorley Rural East Division, Lancashire County Council) (Vice-Chair)  
Lancashire County Councillors: Julia Berry, Hasina Kha  
Chorley Borough Councillors: (Chair of Neighbourhood Area Meetings): Alan Platt, Michelle Le Marinel, Aaron Beaver and Danny Gee  
Town and Parish Councillors: John McAndrew, Colin Evans, Graham Ashworth, Craig Ainsworth, Bev Speers, Tim Blackburn, Christine Bailey, Arnold Almond, Stephen Mercer, Marel Urry

**Officers:** Angela Barrago (Service Lead - Communities), Zoe Whiteside (Head of Spatial Planning) and Nina Neisser (Democratic and Member Services Officer)

**Apologies:** Chorley Borough Councillors: Alistair Bradley  
Lancashire County Councillors: Aidy Riggott  
Parish and Town Councillors: Terry Dickenson

**Other Members:** Neil McLoughlin (Lancashire Constabulary)

### 17.20 Welcome by the Chair

The Chair welcomed everyone to the meeting.

### 17.21 Minutes of meeting Wednesday, 19 October 2022 of Chorley Liaison

The Chair advised the minutes of the last meeting has been amended to reflect the attendance of Parish Councillor Cornwell.

The minutes were agreed as a correct record.

### 17.22 Update from Lancashire Constabulary

Sergeant Neil McLoughlin from Lancashire Constabulary attended the meeting and although not a formal item on the agenda, the Chair agreed that an update be provided.

Sergeant McLoughlin provided an update highlighting some of the incidents recently dealt with in all the neighbourhood areas of the borough. He explained that there was

a lot going on currently with regards to neighbourhood policing and requested that those present encourage residents to report any incidents to the police via the various methods available to ensure that resources could be prioritised to the right areas.

The police were proactively going out and doing InTheKnow sign up sessions and Sergeant McLoughlin requested any other potential locations for the police to hold sessions and target sign up. This also provides another vehicle for people to report issues to the police and for the police to get information from residents, in regards to crime prevention.

Further updates/discussion included;

- An additional PCSO in the town centre and a new traffic management officer who could be contacted directly.
- County Councillor Hasina Khan thanked the police for their work regarding several town centre incidents which resulted in taxi drivers being abused and damage being caused. It was reported that issues had subsequently reduced and advised that a meeting had been set up with the Police and Crime Commissioner and the Taxi Trade to discuss funding available for dashcams to help further.
- Councillor Michelle Le Marinel thanked Sergeant McLoughlin and his team for their work in dealing with the criminal damages to vehicles in the Clayton Brook area prior to Christmas.
- Following a query regarding parent involvement when addressing youth crime, Sergeant McLoughlin advised that parents were involved, and the police would be utilising PSPO's. The police would also be making other relevant agencies, such as housing associations aware, where necessary.
- Sergeant McLoughlin advised Members that it would likely be at least 12 months before the new Police Station would open. Reassurances were given that there would still be a police presence in the town centre.

#### **Actions:**

The Contact details for the new traffic management officer, would be circulated to Parish Clerks by Sergeant McLoughlin.

#### **17.23 Central Lancashire Local Plan - Presentation**

Zoe Whiteside, Head of Spatial Planning provided Members with an update on the Central Lancashire Local Plan to ensure that those present were aware of the Preferred Options consultation.

Chorley, South Ribble and Preston Councils were currently undertaking a ten-week online consultation as part of the preferred options stage of the Local Plan process. Members were advised that this was the first part of a two-part consultation and it was hoped that the new Local Plan would be adopted by late 2024 – early 2025.

The first stage of the consultation, which would remain open until Friday, 24 February had received around 50 responses to date. There were publicity drop in events taking place across the borough alongside the consultation to encourage further participation.

It was noted that there was a lot of high-level policy included in the consultation which could be difficult to understand. It was anticipated that more detailed policies would be included in the subsequent consultation.

Members recognised the importance of getting views from residents and discussed the issues regarding lack of engagement and how this could be addressed. It was recognised that there was a joint responsibility of officers, Borough Councillors and Parish Councillors to proactively educate and promote the consultation in local communities as community leaders.

#### **17.24 Item requested by Croston Parish Council**

Alan Platt (Clerk of Croston PC) introduced this item which had previously been submitted in relation tackling knotweed and thanked officers for their response. He proposed to take the response back to the Parish Councillor who raised the question and would put him in touch with the Streetscene Services Manger to help identify the specific problem areas.

#### **17.25 Questions from Members of the Liaison and the public**

The following question was raised:

- Requirements for equality of access on planning applications

Adlington Town Council also advised that the details from the 2021 census were available and gave a good insight to the make-up of parishes. The additional information coming out imminently would highlight how parish areas have changed over the last ten years. It was agreed that the link could be sent out.

#### **17.26 Items for Future Meetings**

The Chair advised that officers were still trying to get the LLC Cabinet Member for Highways and Transport to attend a future meeting. There had been a change in the portfolio holder, but officers were hopeful once settled into the new role the Cabinet Member would attend a meeting.

County Councillor Berry advised that the Deputy Police and Crime Commissioner with responsibility for road safety and the new Cabinet Member were keen to get out to the districts and liaise with Parish Councils. It was suggested that the Deputy Police and Crime Commissioner also be invited to a future meeting.

Members noted that the deadline for adding any agenda items for the next meeting was Friday, 10 March.

#### **17.27 Any urgent business previously agreed with the Chair**

None.



## Chorley Liaison agenda management timetable

Date of meeting	Deadline for items to be requested by Members
Wednesday 19 July 2023	Friday 7 July 2023
Wednesday 18 October 2023	Friday 6 October 2023
Wednesday 24 January 2024	Friday 12 January 2024
Wednesday 20 March 2024	Friday 8 March 2024

Please email [democratic.services@chorley.gov.uk](mailto:democratic.services@chorley.gov.uk) if you would like to request an item on the agenda.

### Future agenda items

Community energy funding  
 Time Credits  
 Our Health Our Care  
 Northern Rail  
 High School Places  
 United Utilities  
 Highways

### Intheboro

We are always on the look out for articles to include in intheboro which may be useful for Parish Councils.

If you have anything you feel may be useful and would like to be included please email [intheboro@chorley.gov.uk](mailto:intheboro@chorley.gov.uk) .

Intheboro is published on the 1<sup>st</sup> of every month.

<b>Minutes of</b>	<b>Neighbourhood Area Meeting; NW Parishes and Chorley North</b>
<b>Meeting date</b>	<b>Thursday, 9 February 2023</b>
<b>Committee Members present:</b>	Councillor Adrian Lowe (Chair), Councillors Tommy Gray, Alistair Morwood, Dedrah Moss, Debra Platt and Jean Sherwood
<b>Committee Members present virtually (non-voting):</b>	Councillors John Walker
<b>Observers present:</b>	Councillor Beverley Murray
<b>Officers:</b>	Bernie Heggarty (Neighbourhood Priorities Officer) and Clare Gornall (Democratic and Member Services Officer)
<b>Apologies:</b>	Councillor Mark Clifford, Danny Gee and Aidy Riggott

## **22.9 Welcome and Introductions**

In the absence of the Chair, Councillor Danny Gee, it was RESOLVED:

That Councillor Adrian Lowe be appointed as Chair for this meeting.

## **22.10 Apologies for Absence**

Apologies were received from:

Councillor Danny Gee  
Councillor Mark Clifford  
Councillor Aidy Riggott

## **22.11 Minutes of meeting Wednesday, 29 June 2022 of Neighbourhood Area Meeting; NW Parishes and Chorley North**

RESOLVED: That the minutes of the meeting held on Wednesday, 29 June 2022 be agreed as a correct record.

## **22.12 Cost of Living Update Report**

Bernie Heggarty presented a report updating members on progress on the Cost of Living Action Plan.

In response to an enquiry Bernie indicated that the HAF programme was not running during February half term, however free school meals were being provided during school holidays.

RESOLVED: That the report be noted.

## **22.13 Neighbourhood Planning**

Eddy Taylor, consultant at PlanSpace, gave a presentation on the process of forming a Neighbourhood Plan.

He explained that the Neighbourhood Plan was a document that set out planning policies, additional to those in the Local Plan, to decide whether to approve planning applications in the Neighbourhood Plan Area. It was written by the local community, the people who live and work in the area to ensure the community gets the right types of development, in the right place.

Eddy indicated that the length of time to produce a Neighbourhood Plan varied depending on the body creating it, however for a parish council typically 12 – 18 months, followed approximately six months once submitted to the Council for approval (i.e. 2 years in total). He cited Bretherton as an example of a parish council making good progress.

Eddy advised that it was better to seek assistance and expertise from a specialist consultant. Government funding was available for this purpose. The advantage of having a consultant was advocacy, ensuring the case is put forward and with public engagement and consultation. £10k can be used for expenses such as venue / printing costs. Early public engagement was crucial as the parish council would hopefully expect approval by the formal consultation stage.

Councillor Walker referred to an existing Neighbourhood Plan produced by Whittle le Woods Parish Council in 2003-4. Eddy explained that due to the Localism Act 2012 the statutory meaning of a Neighbourhood Plan had changed and could now be used to inform Planning Policy. Eddy agreed he would discuss further with Whittle le Woods Parish Council.

The Chair thanked Eddy for his useful presentation.

## **22.14 Northwest Parishes and Chorley North - Neighbourhood Priorities Updates 22-23**

Bernie Heggarty presented a report updating members on the delivery and progress of the neighbourhood priorities for completion in 2022/23.

He also related the reasons as to the lack of progress regarding improvement to the footpath leading from Lady Crosse Drive to Dunham Drive.

RESOLVED:

1. That the report be noted; and
2. That Bernie Heggarty update members on developments.

### **22.15 Northwest Parishes and Chorley North - Selecting 2023-24 Neighbourhood Priorities report**

Bernie Heggarty presented a report to assist members selecting the neighbourhood priorities for 2023/24.

1. Clean up initiatives / skip days (Chorley North St, Springs Road, Lancaster Court plus areas identified by Cllr Debra Platt via email). Leads: Cllrs Debra Platt and Dedrah Moss
2. Roundabout at Buckshaw – structure / focus to provide identity / branding to the landmark. Leads: Cllrs Aidy Riggott and Debra Platt
3. Environmental Projects – Tree Planting at Buckshaw Avenue, Wildflower Meadow at Whittle le Woods, footpath/walk on old canal leading to a community garden. Lead: Cllr Dedrah Moss
4. Contribution of approx. £2,000 towards improvement to footpath nr. Buckshaw Primary School – (parish council will also contribute). Lead: Cllr Alistair Morwood.

### **22.16 Any other business**

There was none.

### **22.17 Date of next meeting**

The next meeting will be held on 4 July 2023 at 6.30pm.

Chair

Date