

# Renewal Report

Teignmouth Town Council

Renewal Date: 01 July 2023

Prepared: June 2023/SRE  
Presented by: Nick Sanders ACII

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**Gallagher**

Insurance | Risk Management | Consulting

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## Important Notice

Please ensure that you have read and understood our Important Information section, which can be found at the end of this report. This includes key information on your Duty of Fair Presentation.

Please read this report carefully to ensure that the level of cover quoted is sufficient to meet your needs, paying particular attention to the terms and conditions, exclusions, warranties, subjectivities, excesses and any endorsements. It is your responsibility to make sure all sums insured or limits remain sufficient, please let us know immediately if any alteration is required.

# Executive Summary

## Your Requirements

We have assessed the information about your business circumstances that you have provided to us to help us to identify your requirements and make recommendation(s). We have based our understanding of your requirements on this information for the policies detailed within the body of this report.

Where you have opted for any optional add-on product(s) to access additional cover which complements one of your policies, or suits your specific needs, we have detailed these within the body of this report.

## Statement of Demands and Needs/Our Recommendation

Under each policy we have made a recommendation of placement with the Insurers advised based upon the information that you have previously shared with us, and your requirements to purchase the suite of policies contained within this report. Each policy has relevant information on the price, extent of cover and policy benefits provided by the insurer we are recommending. Where we make our recommendation, we believe the cover(s) provided are the most suitable from the insurer(s) that we have approached and based on the information you have provided. Where we have not been able to meet one or more of your requirements, or where you have chosen not to take up one or more of our recommendations, we have also set this out.

The levels of cover are summarised within the content of this report, or included as associated documentation such as your quotation schedule, statement of fact or summary of cover. Please ensure you read this report and any enclosures carefully to confirm that the cover meets your requirements, paying particular attention to exclusions, warranties, conditions, excesses and limits.

If you require any changes to be made or information corrected, please advise and contact us as soon as possible, as failure to do so could mean that your insurance is voided, or may lead to the insurer not paying all or part of your claim.

**NOTE: Please see cover per section. This year due to the Combined Risk (RSA Scheme) placed through Hallam Agency being withdrawn and their new offer via Aviva.**

**Our AJG Community Team who place Council Insurance risks have also offered to quote an alternative for you, with you still handling the day to day account through ourselves here in Exeter. Therefore our Renewal Report comments on these varying offers.**

## OPTIONS:

**The Aviva Combined cover via Hallams agency does not include the Personal Accident/Travel Risk anymore. Quote includes Terrorism. They can offer a New Long Term Agreement. Highlighted points below.**

- Public Liability limit of indemnity with Aviva is £10,000,000 (RSA was currently £15,000,000).
- Fidelity Guarantee (Crime) excess is £15,000
- Aviva will need to Survey Bitton House and will need an unoccupied questionnaire in respect of Brunswick St toilets. (Questionnaire to be provided to you)
- Covers / Excesses – Brunswick Street is Fire Lightning and Explosion and A £2,500 excess, indemnity only; Orangery is £2,500 excess; Point Car Park - flood excluded.

- Please note min security and alarm condition on Bitton House – this reads as applying to the orangery and the storage units as well but this is just how it has been loaded by Aviva and Hallam will get it amended.
- Aviva have asked the question on security for the storage units as at Park Hill Stores ( is this where the gardening equipment is kept?)
- Aviva can offer a 3 year LTA with 5% rate escalator – details on schedule
- On the Quote Schedule page 8, we note that the Building sum insured for the Brunswick St Toilets is incorrect at £78,451 & should read £93,395 – therefore they Hallam/Aviva are correcting this.
- On the Quote Schedule ref the buildings and toilets we note that Lower Brook St toilets are missing, TQ14 8HR @ £78,451 and therefore this is being addressed too. Hallam did advised that they would request Aviva amend these two errors at the terms already quoted and at this time we await amended documentation.
- Many of the sums insured under this Aviva risk are now on a Declared Value basis with a 20% uplift sum applied. Turnover / Wages are as the Pre-Renewal Information.
- Cover does not include Personal Accident or Travel.

**We ourselves are offering an AIG Lifeline Plus Quotation for Travel and Personal Accident.**

- Please see the Header within this Report with our Quote details.

**Option 2:-**

Our AJG Community Team are offering a separate Commercial Combined Risk placed with Hiscox for the various covers, including Personal Accident (but no Travel). The Toilet Blocks are included in this Combined Risk.

However the main Property Damage Risk for Bitton House, The Orangery and the Park Hill Stores has been split out including the Contents relevant to this and quoted separately with Ecclesiastical under their Heritage Property Policy due to the Grade II listing.

**Ecclesiastical's proposition** includes the following benefits:

- ✓ Bespoke HERITAGE policy wording
- ✓ A full risk management programme including surveys carried out by members of our in-house risk management team
- ✓ **Ecclesiastical Heritage Index** – working closely with the Building Cost Information Service (BCIS) we have developed an exclusive building cost index for our policyholders who own heritage properties – for more information see [here](#). **(OPTIONAL FOR HERITAGE BUILDINGS)**

**Policy wording**

Please note that cover is based on the Ecclesiastical Heritage wording, the link to which can be found within the quote schedule.

**Terms** are based on the following so please let us know if anything is not correct and we will amend our terms accordingly:

- There being no alterations or repairs where the contracts works which exceed £125,000 (please refer to the alteration of risk condition)
- That a L2/P2 Grade fire alarm with remote signalling is present at the premises

**Quotation Subjectivities:**

- Completion of the subsidence questionnaire within 14 days of inception.
- A satisfactory survey and full compliance with any resulting Risk Management Report within the agreed timescales. Failure to comply may result in us amending the policy terms or cancelling the policy in accordance with policy conditions. Please provide details of a suitable contact name and number so this can be arranged

- Subject to providing a split in the fine art and any recent valuations.

**Hiscox proposition includes the following:-**

**Long Term Agreement Option**

In order to ensure rate stability, the Council may choose to set up a 3 year binding Long Term Agreement (LTA) with Hiscox, at an LTA premium of **£7,434.54** inc IPT, plus the Terrorism £118.37. This means the Council will commit to keep their policy with ourselves / AJG community team and Hiscox for the period of the LTA, which will then expire on 30/06/2026.

**A Direct debit payment facility** is available with Hiscox Insurance at no additional charge and over 12 equal monthly instalments. A completed application will be required.

**Please note, flood cover is excluded at the following buildings:**

- Toilet Block - Point Car Park
- Toilet Block - Brunswick Street

**Key points to note please:**

- The additional benefit of the Hiscox Risk Academy (HRA) product - A free online risk management platform – please see the attached flyer for details

**Additional Optional Cover – Cyber Insurance**

- Following an increase in cyber related incidents registered in the sector over the past few years, we are happy to offer a solution to protect you against future attacks. Please see the attached flyer for further information.

**We understand with the various options that there is quite a lot of literature to read for you to make your decisions.**

**We have tried to highlight the various differences and the cost differences for you, in order you may be able to make your decisions.**

**Other Covers and Services Discussed**

N/A

**Covers discussed and insured elsewhere**

N/A

**Covers we have recommended, but you don't wish to take advantage of:**

N/A

For a list of other covers/policies available, please refer to our website: -

[www.ajg.com/uk/corporate-insurance](http://www.ajg.com/uk/corporate-insurance)

If, at any time, you would like to reconsider these exposures, please contact us and we would be happy to provide you with further information. We would like to keep these under review with you at regular intervals

## Your Gallagher Service Team

### Account Executive

### Nick Sanders ACII

- Email: [Nick\\_Sanders@ajg.com](mailto:Nick_Sanders@ajg.com)
- Direct Dial: (44) 01803 229277
- Mobile: 07713999033

### Account Handler

### Sally Ellis

- Email: [Sally\\_Ellis@ajg.com](mailto:Sally_Ellis@ajg.com)
- Direct Dial: 01392 549335

### Claims Team Exeter

Claims: Orrianda Wellington is Team Leader and can be contacted via email: [orrianda\\_wellington@ajg.com](mailto:orrianda_wellington@ajg.com) – she will then allocated the claim to one of the team members.

Exeter Office 01392 549 400 main office number Jon Tyler is Head of Claims, Exeter

## About You

### Full Insured Title

We are arranging your policies in the full trading name of:

- **Teignmouth Town Council**

Individual Policies within your programme may be issued in a different Insured title, where this is the case reference should be made to the individual heads of cover.

### Full Business Description

Your insurers have been informed of the following business description:

- **Town Council and Property Owner**

Certain Policies may provide cover in respect of specific activities only, please refer to the individual policy covers detailed further in this report.

It's important to let us know of any alterations to your insured title, business description or the activities that you undertake, so we may update your Insurers. Failure to present your risk fairly could mean that the policy is void or that Insurers are not liable to pay all or part of your claim(s). Please refer to the Duty of Fair Presentation Important Information section of this report, and within our Terms of Business Agreement which sets out your obligations.

## Your Premium

This is a high level summary for this year's premiums:

Policy Cover:	Last year's Premium (2022)	Renewal 2023 – Option 1)	Renewal 2023 – Option 2
Commercial Combined inc Terrorism Via Hallam Agency	£11,547.19 (u/w RSA)	£15,931.69 (u/w Aviva)	N/a
Commercial Combined Including Terrorism Via AJG Community PSE u/w by Hiscox Toilet Blocks/ Contents / Liability / All risks / BI / LE / PA / D&O	N/A	N/A	£6,637.99 Terrorism £105.69
Property Owners Including Terrorism Via AJG Community PSE u/w Ecclesiastical Bitton Hse / Orangery / Park Hill Stores Buildings & Contents	N/A	N/A	£6,812.53
AIG UK Lifeline Plus – Travel & Personal Accident	N/A	£708.38	£708.38
<b>Subtotal before Taxes &amp; Fees</b>	<b>£11,547.19</b>	<b>£16,640.07</b>	<b>£14,264.59</b>
Insurance Premium Tax	£913.92	£1,996.81	£1,711.75
Administration Fee(s)	£60.00	£130.00	£195.00
Insurer Fee(s) - Hallam	£25.00	£25.00	N/a
<b>Total</b>	<b>£12,546.11</b>	<b>£18,791.88</b>	<b>£16,171.34</b>

*Please note that if you are paying your insurance premiums using premium finance then the cost to you may be higher. Please refer to the Premium Finance section found under the Payment Options section of this report for full details of costs applied.*

**Notes:**

1. Insurance Premium Tax (IPT) is applied at the current rate – 12%
2. Please be aware that certain policies may be subject to Value Added Tax (VAT) instead of Insurance Premium Tax (IPT), such as: Engineering Inspection – n/a
3. The Expiring premium represents like-for-like figures calculated by applying previous years rates to the rating criteria (values, financial estimates etc.) applying from renewal – n/a
4. Local taxes on global covers are not included and should be added as appropriate – n/a



## Insurance Programme

In this section of the report we summarise the results of our negotiations with insurers and put forward our recommendations for renewal for each class of insurance.

### Commercial Combined Option 1

Renewal date	Current insurer	Renewal premium:*	Recommended insurer:	Recommended premium*
1 <sup>st</sup> July 2023	RSA to Aviva Insurance Limited via James Hallam Limited	£15,931.69	Aviva Insurance Limited via James Hallam Limited	£15,931.69
Insured Title	Teignmouth Town Council			
Business Description	Town Council and Property Owner			

\* Excluding IPT, Hallam Fees and Gallagher Administration Fee(s)

#### Principal Covers Provided

- Material Damage – All premises; Bitton House, The Orangery, Park Hill Stores & Toilet Blocks; Point Car Prk, Brunswick St, Lower Brook St
- Business Interruption – Gross Rentals, Increased Cost of Working & Rent Receivable (Bowling Club)
- Money & Assault included
- Employers Liability - £10 Million each & every occurrence
- Public / Product Liability - £10 Million each & every loss (product liability is in the aggregate)
- Fidelity / Commercial Crime included
- Legal Expenses included
- Management Liability included (Directors & Officers and Corporate Legal Liability)
- Terrorism included

#### Main Changes to Principal Rating Factors

Pre-Renewal Information updates; changes to sums insured / wages / turnover any general rate changes

#### Renewal Commentary

The current Policy is on a 3 Year Long Term Agreement with RSA, due to expire this year.

RSA have withdrawn their underwriting of the Council product and our contact through Agency Hallam, have been looking at quotes with their new provider; Aviva.

Hallam have advised that the new Aviva Council Scheme, will no longer offer the Personal Accident/Travel cover as part of the package, therefore they can look at a quote outside of the Scheme. (also with Aviva but separate).

It has also been advised that the current £15 Million Public/Product Liability Limit, that RSA provided, will be £10 Million with Aviva. (The previous Council Schemes before being with RSA- was £10 Million and you have confirmed this is acceptable).

if you do require a higher Limit, we can look for an Excess Layer Quote to 'top the amount up'.

**The Hallam / Aviva Terms :-**

- Public Liability limit of indemnity with Aviva is £10,000,000 (insured currently have £15,000,000). as noted above
- Fidelity Guarantee (Crime) excess is £15,000 now
- Material Damage Excess is now £500 as standard and £1,000 Subsidence (+ see below)
- Aviva will need to survey Bitton House and will need an unoccupied questionnaire in respect of Brunswick St toilets.

**Covers / Excesses –**

- Brunswick Street cover Perils is now Fire, Aircraft & Explosion only as closed for sale. A £2,500 excess applies.
- The Orangery is £2,500 excess. (ref amount of glass)
- The Point Car Park Toilet Block; Flood cover Peril is excluded
- Please note min security and alarm condition on Bitton House – this reads as applying to the orangery and the storage units as well but this is just how it has been loaded by Aviva and Hallam will get it amended.
- Aviva have asked the question on security for the storage units (Park Hill Stores) (is this where the gardening equipment is kept?), if not what is stored and what is the security ?
- The Business Interruption Section included £100,000 "Additional Increased Cost of Working" - Aviva can only offer on an "Increased Cost of Working" basis now
- Aviva can offer a 3 year LTA with 5% rate escalator – details on schedule (LTA = Long Term Agreement)
- The Officials Indemnity section contains Prior/Pending dates which excludes claims arising from situations prior to that date or pending at that date. If the date from which you have continuously held Directors & Officers Liability insurance and Corporate Liability insurance these dates may be amended accordingly. - We have found from our archive saved electronic file that the Officials Indemnity (Management Liability) was included 2012 renewal. Records prior to this do not note this cover, therefore this date has been confirmed to Aviva.

**IMPORTANT** - there are many changes to the Schedule Conditions / Clauses - which have been highlighted in this Report - but you need to refer to the Quote Schedule for the full definitions.

The Quote is issued with a Statement of Fact basis, which replaces the need for a completed Proposal Form, therefore please check the "Statement" as this also forms the basis of your insurance contract.

We have also looked at a separate Personal Accident/Travel package ourselves, which is offered via AIG Lifeline Plus, which will be quoted to you too, under a separate header line within our Report.

**Updates as noted in the latter part of this Report.**

Wages:-

Clerical £280,000 (from £160,000) - 2 Full Time & 3 Part Time  
Manual (including Heavy manual) £80,000 (from £90,000) - 5 Part Time  
28 Volunteers (6 @ 3hrs)  
12 Council Members

- Turnover - £960,000 (from £900,000)
- Use Bona Fide Sub Contractors for various works

#### **Fidelity Included**

- Currently £500,000 Limit – See Crime header under new Schedule

#### **Legal Expenses Included**

- Currently £100,000 Any One Event – See Legal Protection Schedule (same Limit)

#### **Officials Liability (Directors & Officers Indemnity)**

- Currently - £500,000 – See Management Liability Header on Quote Schedule
- Employment Practice Liability - Not Insured

#### **PA/Travel was previously**

- PA - £20,000 Benefit
- Travel (Business Trips)

2023 Please see separate cover page re AIG Lifeline Plus Quote offer.

We can recommend that this policy is placed with **Aviva via James Hallam Ltd** under their **Council product** based upon your requirements to purchase **Property Damage, (including Contents) All Risks, Business Interruption, Liabilities, Management Liability (D&O/ Corporate Liability), Fidelity, Money, Commercial Legal Expenses, and Terrorism** extent of cover and policy benefits provided by the insurer.

Please ensure you read your documentation pack carefully to confirm that the cover meets your requirements, paying particular attention to exclusions, warranties, conditions, excesses and limits.

If you require any changes to be made or information corrected, please contact us as soon as possible, as failure to do so could mean that your insurance is voided, or may lead to the insurer not paying all or part of your claim.

#### **Market Selection**

We have obtained terms from one insurer only.

In this instance we have engaged the services of another broker to enable us to access this market.

#### **Subjectivities**

- 1) Subjectivity Condition - Survey Requirement
- 2) Subjectivity Condition - Fully Completed Unoccupied Property Questionnaire - Brunswick St Toilets (unocc for Sale) - within 30 days of cover commencement

#### **Excesses**

**See Schedule (also as noted above)**

#### **Principal Policy Terms, Conditions, Warranties and Exclusions**

**It is important that you read and make sure that you understand the extent and limitations of the policy.** The Policy Wording should be read in conjunction with the policy documents. The Policy Wording contains full details of the terms and conditions that apply to the policy, including exclusions and limitations.

**Outlined below are significant terms, conditions, warranties, endorsements, extensions or exclusions - applicable to your policy which we would draw to your attention. Please read these carefully as it may have an impact on your cover and/or any claims made.**

#### **Quote Schedule Page 2:**

Conditions;

- Claims Procedure

- Subjectivity Condition - Survey Requirement
- Subjectivity Condition - Fully Completed Unoccupied Property Questionnaire - Brunswick St Toilets (unocc for Sale) - within 30 days of cover commencement
- Rating Stability Agreement Offer - 01/07/23 to 30/06/26

**Quote Schedule page 22 - Conditions**

- **Action You Must Take** - Reasonable Precautions and Maintenance of Property

**Property Damage -**

- Change of Occupancy
- Protections
- Flood Cover Exclusion - Point Car Park Toilets and Brunswick St Toilets

**Intruder Alarm Condition** - amend to Bitton House only

**Minimum Security Condition** - Theft and Money Sections

**Unoccupied Premises Condition**

**Money & Assault -**

- Medical Evidence
- Money in Transit
- Records & Key Security

**Business AI Risks -**

- Portable Computer Equipment

**Public Liability Condition -**

- Playgrounds and Amusement Devices Condition and Exception

**Commercial Crime Conditions -**

- Audit
- Bank Account Reconciliation
- Cash Balances, Floats and Petty Cash
- Cheque issue
- Computer Security
- Debtors
- Funds Transfer Controls
- Investments, Funds Managements, Dealing and Trading
- Money Received and Banking
- Payroll
- References

**Material Damage - Terms and Conditions - Aviva Schedule: Property Damage:-**

- Excess £500 & £1,000 Subsidence
- Declared Value Sum Insured with 20% uplift applied
- Orangery - Increased Excess of £2,500
- Point Car Park - Toilet Block - Flood Exclusion (location)
- Brunswick St - Toilet Block - Unused/for Sale - Cover Restricted to Fire, Aircraft and Explosion & Increased Excess £2,500

**Business Interruption - Terms and Conditions - Aviva Schedule - BI Section;**

- Aviva Scheme can only offer Increased Cost of Working and not Additional Increased Cost of Working basis on the £100 Limit

**Employers Liability - Terms and Conditions - Aviva EL Schedule Endorsements:**

- Tree Felling Exception

**Public Liability - Terms and Conditions - Aviva PL Schedule Endorsements:**

- Tree Felling Exception
- Activities and Events Exceptions (Action You Must Take - Inflatable Devices Condition)

**Fidelity Guarantee - Terms and Conditions - Aviva Schedule Crime Section Endorsements:**

- Inadvertent non compliance with the Obligations stated in The Schedule
- Retroactive Date

**Legal Expenses - Terms and Conditions - Aviva Schedule - Legal Expenses Endorsement:**

- Abuse and Molestation Exception

**Management Liability Section - Terms and Conditions - Aviva Schedule - MLP Section Endorsements:-  
Directors & Officers:**

- Absolute Bodily Injury Exception
- Bribery and Commissions Exception

**Corporate Legal Liability:**

- Absolute Bodily Injury Exception
- Absolute Breach of Contract Exception
- Bribery and Commissions Exception

**Terrorism - Terms and Conditions - Aviva Schedule - Terrorism;**

- cover applies to Property Damage, Business All Risks and Business Interruption covers

**Key Changes to Policy Terms and Conditions**

- As advised above due to change of insurer from RSA to Aviva.

**Claims Experience/History:**

See the claims history within Appendix 2.

The following demands and needs have not been met by the proposed product(s):

None.

<http://www.ajg.com/uk>

If, at any time, you would like to reconsider these exposures, please contact us and we would be happy to provide you with further information. We would like to keep these under review with you at regular intervals.

## Commercial Combined – Option 2

Renewal date	Current insurer	Renewal premium:*	Recommended insurer:	Recommended premium*
1 <sup>st</sup> July 2023	Currently RSA via Hallam & Scheme withdrawn	0.00	Hiscox Underwriting Limited via Arthur J Gallagher Insurance Brokers Ltd - Charity Division	£6,637.99
Insured Title	Teignmouth Town Council			
Business Description	Town Council			

\* Excluding IPT and Gallagher Administration Fee(s)

### Principal Covers Provided

- Material Damage (Buildings / Contents) - Toilet Blocks; Point Car Prk, Brunswick St, Lower Brook St and Bitton Park Bowling Club
- Business Interruption - – Loss of Income / Additional Increased Cost of Working & Loss of Rent (Bowling Club)
- Money included under Contents section
- Employers Liability - £10 Million each & every occurrence
- Public / Product Liability - £10 Million each & every occurrence & aggregate for Products
- Fidelity (Fraud & dishonesty included under Contents section)
- Legal Expenses included u/w by DAS
- Officials & Trustees Indemnity - £5,000,000 included in the aggregate
- Personal Accident included
- Terrorism included

### Main Changes to Principal Rating Factors

Sums Insured / Wages / Turnover figures provided and insurer ratings.

### Renewal Commentary

Terms are offered for the Commercial Combined Council Service product through our specialist team within Gallagher. (This excludes Bitton House, The Orangery and Park Hill Stores Buildings & general Contents as this is quoted separately)

### Please note that Flood cover is excluded in respect of;

- \* Toilet Block – Point Car Park
- \* Toilet Block – Brunswick St

### Notes:

**Buildings Section:**

£200k Street Furniture, Benches, Bins, Shelters, Finger Posts - no changes & is under the Buildings Section

£6,000 Rent Receivable (Bolwing Club) is noted under the Buildings section

£19,477 = \* Parking Machines - Increase by 50% to £11,802 / Parking Signage £2,107 - no changes & £5,505 CCTV equipment

**Contents Section £132,158 Includes:**

1) Jubilee Toilet Block - Contents - £11,802  
Eastcliff Wlak, TGeignmouth, Devon, TQ14 8SH

2) Civic Regalia - use outside too (Mayor & Lady Mayoress Chains) - £99,982

3) Tables/Chairs (used outside too) - £5,555

4) PA/Microphones (used outside too) - £2,500

Jubilee Toilet Block - Contents Sum Insured only - no changes given

within "Additional Cover" includes:-

Marquees/Gazebos up to £10,000 - clients previous policy specified item at £5,050

Fraud & Dishonesty - £500,000 in the aggregate per period of insurance (not under separates specified section)

**Business interruption:**

- Rent - Gross Revenue/income/Rental - no changes given (£225,000) / 36Months
- Additional Increased Cost of Working - £100,000 / 12M

**Money Included under Contents**

**Liabilities**

- EL £10 Million
- PL £10 Million (can look at Excess Layer if needed)

**Wages**

Clerical £280,000 (from £160,000) - 2 Full Time & 3 Part Time

Manual (including Heavy manual) £80,000 (from £90,000) - 5 Part Time

28 Volunteers

12 Council Members

- Turnover - £960,000 (from £900,000)
- Use Bona Fide Sub Contractors for various works

**Fidelity (Fraud Included under Contents**

**Legal Expenses Included**

- Currently £100,000 Any One Event

**Officials Liability Included – see Schedule**

**Personal Accident included – see Schedule**

**Hiscox can also offer Optional Cyber cover too if required.**

**Hiscox also offer interest free direct debit facility.**

We can recommend this **Combined** under **Hiscox Council Scheme via our AJG Community Service** placement facility based upon your requirements to purchase Property Damage, All Risks, Business

Interruption, Liabilities, Management Liability, Fidelity, Money and Terrorism policy benefits provided by the insurer, to run in conjunction with the separate Ecclesiastical Property Policy too

Please ensure you read your documentation pack carefully to confirm that the cover meets your requirements, paying particular attention to exclusions, warranties, conditions, excesses and limits.

If you require any changes to be made or information corrected, please contact us as soon as possible, as failure to do so could mean that your insurance is voided, or may lead to the insurer not paying all or part of your claim.

### Market Selection

We have sought quotations from a limited number of insurers and have used our judgement and market awareness to decide which insurers to approach. You may ask us for a list of insurers we have approached.

We have arranged insurance for you through another company in the Arthur J. Gallagher group which acts on behalf of one or more insurers. An example may include a placement with a separate underwriting team within Arthur J. Gallagher Insurance Brokers Limited, or within Pen Underwriting Limited or Arthur J. Gallagher UK Limited. The company/ies we have used will be set out in your policy documentation.

In arranging an insurance solution for you, we will ensure that our duty to you does not conflict with the duties that an Arthur J. Gallagher group company owes to the insurers that it represents.

### Subjectivities

**None**

### Excesses

**See Schedule**

### Principal Policy Terms, Conditions, Warranties and Exclusions

**It is important that you read and make sure that you understand the extent and limitations of the policy.** The Policy Wording should be read in conjunction with the policy documents. The Policy Wording contains full details of the terms and conditions that apply to the policy, including exclusions and limitations.

**Outlined below are significant terms, conditions, warranties, endorsements, extensions or exclusions - applicable to your policy which we would draw to your attention. Please read these carefully as it may have an impact on your cover and/or any claims made.**

Terms and Conditions -

#### **Hiscox Schedule - Crisis Containment cover - Endorsements:**

- 9003.0- Crisis containment provider: Hill Knowlton

#### **Material Damage - Terms and Conditions - Hiscox Schedule: Endorsements**

- 6630.0 - Flood Exclusion - Toilet Block, Point Car Park, Teignmouth, TQ14 8BW
- 6469.0 - Addition of cover - Under insurance restriction (Buildings)
- 6728.0 - Removal of Cover - Cyber claims and losses
- 6630.01 - Flood Exclusion - Toilet Block, Brunswick St, Teignmouth, TQ14 8AF
- 308.0.2 - Flat roof Condition (this is standard in event of any buildings with flat roofs)

#### **Contents - Terms and Conditions - Hiscox Schedule Endorsements:**

- 240.3 - minimum Security Condition
- 6226.0 - Addition of Cover (Travel Expenses)
- 6729.0 - Removal of cover - Cyber claims and losses
- 6349.1 - Floating amount insured (Contents)



- 308.0.1 - Flat Roof Condition (this is standard in the event of any flat roof buildings)
- 6222.0 - Amendment of cover (Fidelity Guarantee)

**Business Interruption - Terms and Conditions - Hiscox Schedule Endorsements:**

6731.0 - Removal of cover - Cyber claims and losses

6820.0 - Amended definition - income

6350.1 - Floating amount insured (business interruption)

**Employers Liability - Terms and Conditions - Hiscox Schedule Endorsements:**

- 3121.0 Employers Liability Trading Office (ELTO) Mandatory information required
- 6734.0 Confirmation of cover - cyber claims

**Public Liability - Terms and Conditions - Hiscox Schedule Endorsements:**

- 6080.0 - Firework and bonfire condition endorsement
- 6735.0 - Removal of cover - cyber crimes

**Terms and Conditions - Hiscox Schedule Officials Indemnity Endorsements:**

- 705.4 - Prior and Pending Litigation date (01/07/23) - Have Aviva 2012 cover Schedule for Hiscox to amend
- 3215.0 - Amendment of cover: cyber claims (DO)
- 3216.0 - Amendment of cover: breach of professional duty (DO)

**Terms and Conditions - Hiscox Schedule - Property Away from Premises Endorsements:**

- 65.00 - Contents temporarily elsewhere
- 6729.0 - Removal of cover; cyber claims and losses

**Hiscox Schedule - Legal Expenses Clause:**

- 524.0 Commercial Legal protection (Charities)

**Hiscox Personal Accident Schedule Clause:**

- 6752.0 - Amendment of cover: cyber claims and losses

**Key Changes to Policy Terms and Conditions**

- New Risk offer – therefore all new Clauses / Endorsements apply

**Claims Experience/History:**

See the claims history within Appendix 2.

**The following demands and needs have not been met by the proposed product(s):**

None.

<http://www.aig.com/uk>

If, at any time, you would like to reconsider these exposures, please contact us and we would be happy to provide you with further information. We would like to keep these under review with you at regular intervals.

## Property Owners – Part of Option 2

Renewal date	Current insurer	Renewal premium:*	Recommended insurer:	Recommended premium*
1 <sup>st</sup> July 2023	RSA Via Hallam – Scheme withdrawn	0.00	Ecclesiastical Insurance Office Plc via Arthur J Gallagher Insurance Brokers Limited (Chatity)	£6,812.53
Insured Title		Teignmouth Town Council		
Business Description		Town Council		

\* Excluding IPT and Gallagher Administration Fee(s)

### Principal Covers Provided

- Corese Premises; Bitton House, The Orangery, Park Hill Stores – Buildings & Content
- Engineering – Equipment Breakdown Section included as standard
- Terrorism Included

### Main Changes to Principal Rating Factors

Renewal Sums insured / insurer ratings

### Renewal Commentary

Our AJG Community Scheme Team as noted above provide the Buildings/contents risk separately for the above 3 premises via Ecclesiastical

They in turn can offer an alternative insurance service product for you, which requires the covers to be split; due to Bitton House Grade II listing.

- This would cover the main Bitton House, Orangery and Park Hill Stores under "Ecclesiastical Heritage Building Scheme who are better placed to offer more appropriate terms and cover for the listing. Therefore the Property Owners Risk would cover these 3 premises and the Contents plus Terrorism which is connected to Bitton House.

### THE TERMS ARE ON THE FOLLOWING BASIS:-

based on the following so please let us know if anything is not correct and they will amend terms accordingly:

- There being no alterations or repairs where the contracts works which exceed £125,000 (please refer to the alteration of risk condition)
- That a L2/P2 Grade fire alarm with remote signalling is present at the premises

### IMPORTANT - Quotation Subjectivities:

- Completion of the subsidence questionnaire within 14 days of inception
- A satisfactory survey and full compliance with any resulting Risk Management Report within the agreed timescales. Failure to comply may result in us amending the policy terms or cancelling the policy in accordance with policy conditions. Please provide details of a suitable contact name and number so this can be arranged
- Subject to providing a split in the fine art and any recent valuations.

General Contents Bitton House @ £230,923 is split;

\* £130,923 Art / Collectables & Paintings (NOTE we were previously advised single article limit £10,000)

\* £80,000 General Contents and £20,000 CCTV Equipment

We recommend that this Property Owner policy is placed with **Ecclesiastical** under their **Heritage product** arranged via our **"Community Team"** based upon your requirements to purchase **Property Damage, Contents @ Bitton House, and Terrorism** extent of cover and policy benefits provided by the insurer.

Please ensure you read your documentation pack carefully to confirm that the cover meets your requirements, paying particular attention to exclusions, warranties, conditions, excesses and limits.

If you require any changes to be made or information corrected, please contact us as soon as possible, as failure to do so could mean that your insurance is voided, or may lead to the insurer not paying all or part of your claim.

### Market Selection

We have sought quotations from a limited number of insurers and have used our judgement and market awareness to decide which insurers to approach. You may ask us for a list of insurers we have approached.

We have arranged insurance for you through another company in the Arthur J. Gallagher group which acts on behalf of one or more insurers. An example may include a placement with a separate underwriting team within Arthur J. Gallagher Insurance Brokers Limited, or within Pen Underwriting Limited or Arthur J. Gallagher UK Limited. The company/ies we have used will be set out in your policy documentation.

In arranging an insurance solution for you, we will ensure that our duty to you does not conflict with the duties that an Arthur J. Gallagher group company owes to the insurers that it represents.

### Subjectivities

- Completion of the subsidence questionnaire within 14 days of inception
- A satisfactory survey and full compliance with any resulting Risk Management Report within the agreed timescales. Failure to comply may result in us amending the policy terms or cancelling the policy in accordance with policy conditions. Please provide details of a suitable contact name and number so this can be arranged
- Subject to providing a split in the fine art and any recent valuations.

### Excesses

#### Refer to Schedule

### Principal Policy Terms, Conditions, Warranties and Exclusions

**It is important that you read and make sure that you understand the extent and limitations of the policy.** The Policy Wording should be read in conjunction with the policy documents. The Policy Wording contains full details of the terms and conditions that apply to the policy, including exclusions and limitations.

**Outlined below are significant terms, conditions, warranties, endorsements, extensions or exclusions - applicable to your policy which we would draw to your attention. Please read these carefully as it may have an impact on your cover and/or any claims made.**

#### Terms and Conditions - **Ecclesiastical Schedule Terms:**

CC230 - Infectious or Communicable Disease Exclusion

CC234 - Prevention of Access - non damage

CC239 - Food Poisoning defective sanitation vermin or murder or suicide extension

CC256 - Equipment Breakdown - Silent Cyber Exclusion + EXPLANATORY NOTE ref Cyber

CC291 - Cyber Loss Limited Exclusion Clause (Property)

CC334 - Cyber amendments applicable to the Liabilities Professional Indemnity Trustees & Management Liability and Directors' and Officers Liability sections + EXPLANATORY NOTE

CC353 - Office Equipment (Employees homes)  
CC303 - Amendment to Restoration and Framing cover  
CC123 - Subject to Surveys

**Ecclesiastical Schedule Property Damage Clause:**

- C1319 - Visitors personal belongings
- C1668 - Felt & Flat roof maintenance Condition

**Key Changes to Policy Terms and Conditions**

- See all Clauses as new cover risk this year

**Claims Experience/History:**

See the claims history within Appendix 2.

**The following demands and needs have not been met by the proposed product(s):**

None.

<http://www.ajg.com/uk>

If, at any time, you would like to reconsider these exposures, please contact us and we would be happy to provide you with further information. We would like to keep these under review with you at regular intervals.

## AIG UK Lifeline Plus – Travel & Personal Accident

Renewal date	Current insurer	Renewal premium:*	Recommended insurer:	Recommended premium*
1 <sup>st</sup> July 2023	Previously under RSA Combined	0.00	American International Group UK Limited	£708.38
Insured Title	Teignmouth Town Council			
Business Description	Town Council and Property Owner			

\* Excluding IPT, VAT and Gallagher Administration Fee(s)

### Principal Covers Provided

- Personal Accident (Lifeline) Category
- Business Travel (Lifeline) Category

### Main Changes to Principal Rating Factors

Rated on Limits and Travel pattern as advised.

### Renewal Commentary

2023 - As noted under the main Commercial Combined, the RSA Council Guard Scheme is at the end of its 3 year deal and RSA have also withdrawn from the Scheme.

The Aviva Package offer through Hallam Agency cannot quote to include Personal Accident/Travel, therefore from the information provided to us re business trips and the previous PA Benefits, we have obtained a quote through our recommended provider; AIG Lifeline Plus.

**Please see the enclosed Quote Schedule / Statement of Fact / Summary and Policy Wording for your perusal.**

- Business Trips have been rated on 4 x Europe, maximum 5 days
- PA Benefits £20,000

This policy includes an additional benefit of a "Virtual Medical Care" Facility at no additional cost and may be used by you/employees if needing to seek medical advice on a 24/7 service if your own doctor is not available. Please see enclosed leaflet for further details.

This Personal Accident/Travel policy/product is separate to the Commercial Combined risk.

Please check that the quote offer meets your requirements as the Statement of Fact forms the basis of your insurance contract and replaces the need for any completed Proposal Form.

### Market Selection

For this type of insurance, Gallagher has entered in to an agreement with a single insurer, who provides this policy.

### Subjectivities

Gallagher Policy wording reference is AHSU0902 Gallagher Lifeline Plus Policy Wording 0323.

Gallagher Travel card applies - use standard for now.

**Business Travel (Lifeline) Category -**

AIG standard travel cover applied. Please see policy schedule for specific sums insured for this cover.

**Excesses**

**Refer to quote Schedule**

**Principal Policy Terms, Conditions, Warranties and Exclusions**

**It is important that you read and make sure that you understand the extent and limitations of the policy.** The Policy Wording should be read in conjunction with the policy documents. The Policy Wording contains full details of the terms and conditions that apply to the policy, including exclusions and limitations.

**Outlined below are significant terms, conditions, warranties, endorsements, extensions or exclusions - applicable to your policy which we would draw to your attention. Please read these carefully as it may have an impact on your cover and/or any claims made.**

**AIG UK Lifeline Plus -**

**Personal Accident (Lifeline) Category - Endorsement -**  
Temporary Total Disablement & Temporary Partial Disablement Policy Limits

**Personal Accident (Lifeline) Category - Endorsement -**  
Temporary Total Disablement & Temporary Partial Disablement Policy Limits

**Personal Accident (Lifeline) Category - Endorsement -**  
Temporary Total Disablement & Temporary Partial Disablement Policy Limits

**Key Changes to Policy Terms and Conditions**

- Not applicable – new quote risk 2023

**Claims Experience/History:**

No travel claims noted.

**The following demands and needs have not been met by the proposed product(s):**

None

<http://www.ajg.com/uk>

If, at any time, you would like to reconsider these exposures, please contact us and we would be happy to provide you with further information. We would like to keep these under review with you at regular intervals.

## Our Service & Remuneration

As part of our service to you we will:-

### **Design and place your Insurance Programme, including the:-**

- Identification and evaluation of your insurable risk exposures.
- Identification of any appropriate additional covers.
- Negotiation of competitive insurance terms.

### **Manage your account by:-**

- Holding pre-renewal and renewal discussions and if appropriate conduct mid-term reviews with you.
- Providing insurance premium budget indications if required.
- Producing a clear and concise renewal questionnaire for your completion prior to each renewal.
- Providing you with renewal terms in the form of a clear and concise renewal report.
- Keeping you advised of changes in the insurance market that could affect your risk exposure or insurance programme.
- Reviewing opportunities for risk avoidance or reduction.

### **Provide you with the following documentation:-**

- Insurance policies and endorsements (e.g. relevant certificates and cover notes).
- "Evidence of insurance" letters to you, your customers or financial institutions as required.
- A summary of your insurance programme.

### **Handle your claims**

Unless you are reporting your claims direct to your insurer, we will on your behalf:-

- Notify new claims to your insurers.
- Liaise with insurers and loss adjusters to ensure that all claims are processed as effectively as possible.
- Compile and analyse claims statistics as appropriate.

The claims service provided will cease automatically on termination of our appointment.

We may on occasions employ specialist services, both in-house and external that may generate additional earnings which they will retain. Please see our Terms of Business Agreement for further details.

Please see further information in our Terms of Business Agreement on how we are paid for our services.

## Payment Options

Our standard payment terms are payment upon receipt of invoice. This ensures we receive your funds in time to settle our Insurer accounts where there are strict requirements.

**You have previously paid in full on account.**

You can pay by the following options:-

- Direct to Insurer  
(direct debit option on Hiscox Commercial Combined, nil % service charge x 12 instalments)  
(direct debit may be available on Ecclesiastical Property Owners)
- Credit/Debit Card
- BACS
- Premium Credit Ltd for all policies – please note service charge applies – minimum service charge of 6.55% - if you require a confirmed quote for the payment plan, please request. Please note this is a loan facility and not an insurer direct debit facility.

Where Insurers offer any direct debit facility, we have outlined this per class of business where this applies. Please let us know prior to the expiry of your current policy(ies) if you do not wish to continue on this basis. I must point out this is an arrangement between you and the insurer. If you fail to make payments or the agreement is terminated then you may become immediately liable for any outstanding debt to your insurer and cover will cease.

### **Payment via Premium Finance Arrangements –**

#### **1. Premium Credit Limited payment by monthly instalment plan**

We work with a third party finance provider called Premium Credit Limited (PCL), which manages monthly instalment payments.

We act as a credit broker and we are not a lender. If you have opted to pay by monthly direct debit, we will pass your details to PCL and they will make a credit decision about you, which may include a credit check being carried out. Please let us know immediately if you do not consent to us sharing your details with PCL. If PCL agrees to provide you with credit you will receive a welcome pack including a credit agreement from PCL, which you will need to sign and return to PCL. Failure to return the credit agreement within 14 days of their letter may result in an administration charge of £10.00 and loan not proceeding. We may receive a commission for introducing you to PCL.

**IMPORTANT - Please note that PCL has its own set of terms and conditions and charges and you should familiarise yourself with these by reading the PCL documentation sent to you carefully. Please also read the 'Important Notice' below regarding PCL's Facility and Default fees.**

**Please contact us if your bank account details have changed.**

If you have not paid by this method before, PCL will send you an application form, which may be electronic for signature and once returned, and subject to PCL ultimate approval, your cover will be placed.

Where this payment facility is already in place, it will **automatically continue at subsequent renewal until cancelled by either party.**

Further to your recent indication that you may wish to pay by instalment, we set out below the details for the cost of your annual premium by instalment via our third party finance provider PCL.

In providing this facility we Arthur J. Gallagher Insurance Brokers Limited act as a credit broker and we are not a lender. The credit agreement will be between you and PCL.





Insurance | Risk Management | Consulting

**Important Notice:**

**Please note that PCL may charge a Facility Fee for setting up this agreement and default fees if you default on your payments, as well as any other charges. Please therefore read the documentation provided by PCL carefully to ensure you are happy with the terms.**

## Important Information

Please read this section carefully **as it contains important terms and may require you to take action.**

### 1. Sums Insured and Under-Insurance (Average)

Please ensure you are insured for the full value of risk in accordance with the policy terms and conditions. We strongly recommend that you obtain professional valuations for reinstatement purposes of buildings, machinery and plant at regular intervals. Sums insured and limits of indemnity should be kept under review throughout the period of insurance.

It is important that you are NOT under-insured. Make sure you have insured your buildings for the full rebuilding cost including allowances for architects costs and site clearance, and your contents for their full replacement value as new items.

You must notify us if the full replacement value of your contents or full rebuilding cost of your buildings exceeds the amount shown on your schedule.

The insurer will only be able to settle claims at the percentage you are actually insured for. For example, if the value of your contents shown on your schedule only represents 70% of the full replacement value then the insurer will not pay more than 70% of your claim.

### 2. Duty of Fair Presentation

When you answer questions or agree with assumptions during the quotation process, you must disclose material facts or circumstances about the risk(s) you want to insure. A material fact or circumstance is something that would influence the judgement of an insurer in deciding whether or not to insure the risk.

This is known as a 'duty of fair presentation' and includes disclosing the following:

- Information that you, your firm's senior management, or anyone responsible for arranging your insurance knows, or should know in relation to your business; and
- Information that would be revealed by a reasonable search of information available to you or by making enquiries, and could include information held within your business or by someone else (such as your insurance broker).
- Remember that if you fail to meet this duty, it could mean that the policy is void, or that the insurer is not liable to pay all or part of your claim(s).

Examples of material facts or circumstances include the following (please note these have been provided as examples only and the list is not exhaustive):

- Being declared bankrupt, participating in an Individual Voluntary Arrangement (IVA) or protected deed of trust in Scotland or making a compromise arrangement with creditors.
- Other policies in place covering the same risk.
- Previous claims or incidents which may have led to a claim but for which you did not actually submit a claim.
- Any caution, charge or conviction of a criminal offence for you or any director/business partner/trustee
- Any motoring convictions or disqualification by any director/business partner/trustee or any

driver of a company vehicle in respect of a motor insurance application

- The organisation, directors, partners or trustees having been prosecuted or received a prohibition or improvement notice for failure to comply with any Health and Safety, Welfare or Environmental Protection legislation
- Being declined cover by other insurers or having special terms imposed
- Changes to your business activities
- Changes to the Police response to alarm signals.

Please remember that if any of your details, material facts or circumstances change during the policy period, you must always notify us immediately.

### 3. Policy Terms, Conditions and Exclusions

Insurers may impose warranties and/or restrictive endorsements and where any of your policies are subject to a warranty, compliance is an absolute requirement at all times.

In addition to warranties (or in some instances, in place of) policies may contain "conditions precedent to liability". Failure to comply with a condition precedent may mean that the insurer will not be liable for any loss.

Please pay particular attention to any warranties and/or restrictive endorsements as failure to fully comply with any warranty/endorsement terms could suspend or invalidate the policy cover.

Similarly, policies also contain general conditions that apply to all policyholders; for example, 'Notification of Claims' and alteration in risk. You should familiarise yourself and comply with all conditions.

Full details of any warranties, terms, conditions and exclusions are contained within your policy wording and schedule. **For your protection, it is essential that you read your policies carefully to ensure you are familiar with all of the terms, warranties, conditions and exclusions.**

If at any time you are unable to comply with a warranty, condition precedent to liability, or any other policy terms, conditions, exclusions or insurers' requirements, please let us know immediately as the requirements imposed will continue to apply until insurers have accepted that you are compliant with policy terms and confirmed cover.

If you have any queries or questions regarding the policy term, conditions or exclusions please contact us immediately.

### 4. Administration Fees

Where we charge an administration fee in respect of the operational cost of setting up, administering or cancelling your policy, e.g. postage, stationery and licensing fees. The administration fee is not subject to Insurance Premium Tax and is separate to any other broker fee charged and/or commission earned for our services.

Activity	Annual premium under £500	Annual premium over £500
New Business and Renewal administration fee	£50.00	£65.00
Cancellation administration fee	£50.00	£50.00
Mid-term adjustment administration fee	£50.00	£50.00

*There is a cap of £350 in total for administration fees per customer per year.*

## 5. Basis of our services

The services we provide are outlined in our **Terms of Business Agreement (TOBA)**. The detail of which is provided in Appendix 1 of this report. **Please read this carefully as we will provide our services in line with this.**

We act on an 'advised' basis which means that we will be making a personal recommendation of a specific insurance policy(ies) based on information you have given us around your particular requirements and circumstances. When acting on an 'advised' basis, we act as Agent of the Customer (that is to say, we represent the customer) in order to select appropriate cover(s) from different insurance markets.

## 6. Short Form Privacy Notice

We are the data controller of any personal data you provide to us. We collect and process personal data in order to offer and provide insurance services and policies and to process claims. Personal data is also used for business purposes such as fraud prevention and detection, financial management, to generate risk modelling, conduct analytics including to advise, improve and develop our products and services and to comply with our legal and regulatory obligations. This may involve sharing information with, and obtaining information from, our group companies and third parties such as (re)insurers, other brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us to monitor and improve the service we provide as well as for regulatory purposes.

Please see our Privacy Notice for further information on how your personal data is used, shared, disclosed and retained, your rights in relation to your personal data and how to contact our Data Protection Officer. Our Privacy Notice can be found at <https://www.ajg.com/uk/privacy-policy/>

From time to time we may make important updates to our Privacy Notice and these may in turn affect the way we use and handle your data. Please ensure you review our Privacy Notice periodically to ensure you are aware of any changes.

If you are entering into this agreement in the course of your business, or as a charity, for charitable purposes and providing information on other individuals to us, for example your employees and/or any other party that would be covered under the insurance policy we may be placing or services we may provide to you, you shall ensure that individuals whose personal data you are providing to

us have been provided with fair processing notices that are sufficient in scope and purpose, and that you have obtained all appropriate consents, where required, or are otherwise authorised, to transfer the personal data to us and enable us to use the personal data and process the personal data for the purposes of this agreement and as set forth in our Privacy Notice. You must not share personal data with us that is not necessary for us to offer, provide or administer our services to you.

## 7. Fraud Awareness

To help prevent fraud - before requesting your bank details to provide you with a refund by phone, we will always validate with you information that we hold on file; information that only you would know. This information could include your address or specific policy details.

Any refund we provide will only be for one of three reasons:

- 1) overpaid funds
- 2) a reduction in your cover
- 3) cancellation

Arthur J. Gallagher Insurance Brokers Limited will never request sensitive information, such as, passwords, usernames or a mother's maiden name.

If you receive a phone call and are unsure it is from us, you can always call us to verify we are who we say we are. Please call your usual contact, or call us on the telephone number shown within this document.

## 8. Motor and Employers' Liability Insurance – What you need to know

### **Motor Insurance**

To ensure you comply with European legislation the Motor Insurance Database (MID) must be updated immediately with any vehicle amendments. Failure to comply could result in a substantial fine, vehicle could be clamped, seized by the police or could lead to prosecution.

Please therefore make the necessary amendments to the MID via [www.midupdate.com](http://www.midupdate.com) immediately or advise insurers of any vehicle amendments immediately so that the MID can be updated (where this has been specifically agreed in writing with the insurers).

It is not mandatory for temporary vehicles that are on cover for 14 days or less to be added to the MID. However, the Motor Insurer's Bureau (MIB) recommends adding all vehicles to the database regardless of the duration of cover to ensure that a record of insurance is in place in the event of a routine police stop. Records of all road registered vehicles held for less than 14 days and not submitted to the MID must be retained for 7 years. All vehicles that are on cover for more than 14 days must be added to the MID.

Should you have any queries, please contact your account executive or a member of your account servicing team.

## **Employers' Liability Insurance**

Since 1st October 2008 Employers are allowed to display their Employers' Liability Certificate in an electronic format, so long as it remains accessible by all employees.

Although the law no longer requires you to retain certificates, we strongly recommend that you continue to do so. We believe that it is in your own interest to retain copies. Where no records can be found, you will be responsible for payment of any claim, particularly in relation to so-called 'long-tail' industrial diseases such as deafness and asbestosis.

## **9. Making a Claim**

### **Step 1 Reporting a claim**

- You will need to notify your insurer as soon as possible after an incident, preferably by telephone.
- You will find your insurer's claims line number within your policy document, as well as highlighted within your renewal pack.
- Delay in notifying your insurer of an incident or a claim can potentially prejudice your/your insurer's position and can cause difficulty with acceptance of your claim, either in part or in full.
- In the event of injury and/or damage to another party or their property, it is important that no admission of liability is made, as this may also prejudice your/your insurer's position. Any third party claim or correspondence should be immediately passed to your insurers, unanswered.
- Appropriate steps should be taken to minimise any further loss or damage, where possible.
- When calling your insurers, it is important that you have the following key information available, which will help them identify you and assist with data protection protocols, thereby reducing any potential delays in providing you with their initial advice:
  - Policyholder's name
  - Policyholder's address and postcode
  - Policy number
- In order for insurers to give you the most accurate advice and guidance on the notification call, there are some key pieces of information that they will need to know:
  - What happened? When? Where?
  - What is the extent of the loss, damage, injury? Consider physical and financial/trading impacts.
  - What is the impact to you or the policyholder?
  - What is being done to help prevent further loss, damage or injury?
  - Who is the best person for insurers to liaise with, what is their relationship with the policyholder and what are their contact details?

It's understood that some of the information may only be indicative at the outset, but the more accurate the information provided, the more likely the advice given will meet your needs and also assist with the progress of your claim.

- Your insurer will advise of next steps, allocate a claims reference number and also provide detail as to who will be your contact throughout the claim.
- Where the services of other parties may be required, insurers will provide details as to who this will be and the services that they will provide.
- Examples include – loss adjuster on large or complex claims, Solicitors/Investigators on Liability

issues or claims, Engineers/Approved Repairers on Motor claims insurers should also discuss and agree with you the best method and frequency of updates/next contact.

If you have opted to purchase our Gallagher Business Assist Loss Preparation and Presentation services and your claim relates to a Material Damage (Property) or Business Interruption incident, likely to exceed £10k, please activate that service by contacting the Gallagher Business Assist Team immediately on 03330 100 787 or email [gallagherbusinessassistclaims@ajg.com](mailto:gallagherbusinessassistclaims@ajg.com).

## Step 2 Claims Handling & Investigation

- In order to evaluate and progress any claim, insurers more often than not will require additional supporting documentation from you.
- Insurers should clearly articulate what they require from you and the reasons why. Typically this will be estimates or invoices and anything that may help them evaluate your claim against the policy coverage that you have in place.
- Delays and/or omissions can in some circumstances lead to issues with acceptance of a claim in part or in full. It is therefore important that you reply to any requests and supply the information required at your earliest opportunity, in order to assist with progressing your claim.
- Should you not understand or wish to query any request from your insurer or their agent, it is recommended that you call them at the earliest opportunity to discuss and seek clarity from them.
- Insurers will look to agree with you what the next steps may be relating to any repair, replacement, defence, or interim actions required.
- Interim payments can sometimes be agreed, particularly on large claims or where the claim creates cash-flow issues. Where appropriate you should ask insurers whether this is a possibility.

If you have opted to purchase our Gallagher Business Assist Loss Preparation and Presentation services and your claim relates to a Material Damage (Property) or Business Interruption incident, likely to exceed £10k, please activate that service by contacting the Gallagher Business Assist Team immediately on 03330 100 787 or email [gallagherbusinessassistclaims@ajg.com](mailto:gallagherbusinessassistclaims@ajg.com)

## Step 3 Conclusion/Resolution of Claim

- Once insurers have received sufficient supporting documentation and assessed them against the policy coverage in place, they will advise you regarding what a resolution of your claim may look like.
- Payments to be made (in part or in full) should be clearly explained by insurers, including their calculation.
- If for any reason the claim will not be met (in part or in full), insurers should clearly explain the reason why and provide evidence, where appropriate.
- Excess – Any settlement agreed will be subject to the deduction of the applicable policy excess. This can be verified by referring to your policy documents.
- VAT – If the policyholder is VAT registered, in the majority of situations the policyholder will be responsible for the VAT element of any invoice relating to the claim.

## Exceptions - Assistance and Complaints

- Escalations and complaints regarding services provided by the insurer should, in the first instance, be directed to the appropriate insurers as soon as the issue arises or is identified.
- Each insurer will have a formal escalation and complaint protocol in place, the details of which will be contained within your policy wording, which should give you suitable guidance.
- If however you encounter any difficulties identifying the appropriate process and/or insurer contact details, you can contact our Claims Help Desk on 03330 100 799 or email [claims\\_helpdesk@ajg.com](mailto:claims_helpdesk@ajg.com), to assist you with ensuring that your issue or complaint reaches the appropriate insurer contact.

Examples of where we may be able to assist include:

- If you are having difficulty making contact with your insurer.
- Your insurers are unable to trace your policy.
- You require additional clarification regarding the claims process.
- Your insurers are failing to provide you with the appropriate level of service.



## Terms of Business Agreement

Arthur J. Gallagher Insurance Brokers Ltd

Our Terms of Business can be viewed on our internet web page by clicking on this link or copy and paste to your browser.

<https://www.ajg.com/uk/-/media/files/gallagher/uk/legal/ajg-toba-2022.pdf>

We have also provided a hard copy for your ease.

## Appendix 1 – Insurer(s) Quotation(s)

Hallam – Aviva Combined Quote Schedule / Statement of Fact / Document Wording

AJG – Hiscox Combined Quote Schedule/Statement of Fact / Document Wording

AJG – Ecclesiastical Property Quote Schedule – link to Policy Wording

AIG Lifeline Plus – Travel & Personal Accident Quote Schedule / Statement of Fact / Wording

## Appendix 2 - Claims Experience

### Appendix A - Claims

#### Claims History

Date	Cause	Description	Fully Settled?	Paid (£)	Reserve (£)	Recovered (£)	Total (£)
9/11/18	Storm		Yes	-	-	-	-
30/07/19	Subsidence Ground Heave Landslip	Subsidence at various locations	Yes	-	-	-	-
24/08/19	Third Party Bodily Injury	PL Fiona Hunter fell on the edge of a path which she says is cracked and poorly maintained	Yes	5,681.00	-	-	5,681.00
30/11/19	Storm	Storm - Flagpole blew off Bitton House	Yes	1,560.10	-	-	1,560.10
28/01/20	Public Liability	Possible employee fraud	Yes	-	-	-	-
<b>Total (£):</b>				7,241.10	0.00	0.00	7,241.10

It was noted that the subsidence notification came to no claim, but in view of the notification insurers have asked for the subsidence questionnaire to be completed by Ecclesiastical for the Property Owners.

## Appendix 3 – Renewal Meeting Notes re Changes

<p><b>Client Business Developments</b></p> <p>NS presented the pre-renewal questionnaire (PRQ) and also ran through the renewal declaration from Hallams and noted the following changes:</p> <ul style="list-style-type: none"> <li>• An outbuilding which his currently included within the main building sum insured (and used to be a public convenience) has now been renovated and split into two small units. One unit is let to Jurassic Fibre as an exchange hub and the other unit is used by the council for storage. This small building needs to be noted separately on the policy and shown as:             <ul style="list-style-type: none"> <li>○ Park Hill Store, Units 1 &amp; 2, Bitton Park, Teignmouth, TQ14 9DG Building sum insured £75,000. Rent cover not required.</li> </ul> </li> <li>• General contents breakdown:             <ul style="list-style-type: none"> <li>○ General contents £80,000</li> <li>○ Art/collectables/paintings £140,000</li> <li>○ CCTV Monitoring equipment £20,000</li> </ul> </li> <li>• Buildings – Toilet block Brunswick Street – this is now closed and the F&amp;F have been removed. Happy for the current SI to remain until sold.</li> <li>• CCTV room, Rear of Wellington Street – delete building SI as this Contents item is now within Bitton House</li> <li>• Buildings – Toilet block, The Den – Delete as sold</li> <li>• Parking Machines – increase to £11,802</li> <li>• Regalia – the two chains spend 95% of their time within Teignmouth area and occasionally go to Dawlish. Mayor/Mayoress will occasionally take the chains home if attending an event that finishes late and then bring these back to Bitton House the next day to go back in the safe.</li> <li>• Mobile Phones – Delete</li> <li>• Cash – They no longer have cash on the premises so can reduce to minimum</li> <li>• Wages             <ul style="list-style-type: none"> <li>○ Clerical £280,000</li> <li>○ Manual £80,000</li> </ul> </li> <li>• Annual events – They do regularly organise Remembrance Sunday, Armistice Day, Battle of Britain and Britain in Bloom plus the odd event as and when needed (Kings Coronation etc)</li> <li>• PL limit – happy with £10M</li> <li>• Turnover £960,000</li> </ul>	<p>OUT BUILDING PARK HILL STORE WAS INCL IN ORANGERY / OUTBUILDINGS SI &amp; NOT THE MAIN BITTON HOUS SI ON SCHEUDLE</p> <p>PRQ NOTES ART £130,923 TO MAKE THE TOTAL £230,923 AS CURRENT CONTS SI</p> <p>CONTENTS SI ONLY</p> <p>SE – NO OTHER CHANGES TO OUTSIDE ITEMS</p>
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- Personal Accident – If Aviva don't include it then they would like a separate quotes based on the limits currently offered by RSA so they can consider if they want to purchase it separately.

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