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01937 845 245



**Allied Westminster**  
(Insurance Services) Ltd

Allied House  
Holgate Lane  
Boston Spa  
WETHERBY  
LS23 6BN

Our Reference:	<b>BS73375</b>
Policy Number:	VH 88/0047440/BS73375

Fernwood Parish Council  
C/o Mrs Marion Fox Goddard  
Fernwood Village Hall  
Rubys Avenue  
Fernwood  
NEWARK  
Nottinghamshire  
**NG24 3RS**

**07 May 2021**

Insured:	<b>Fernwood Parish Council</b>
Product:	<b>VILLAGEGUARD (EX-COMMLINCS VILLAGE HALL INSURANCE)</b>

Dear Mrs Fox Goddard,

### **Re:Fernwood Parish Council - Renewal Invitation**

The insurance policy for the Fernwood Village Hall falls due for renewal on 01/06/2021 and this will be the second renewal since the cover transferred from Community Lincs to Allied Westminster.

As there were some cover differences between the Zurich policy offered by Community Lincs and the VillageGuard policy offered by Allied Westminster, it was agreed with our underwriters, Aviva, that a Cover Match Extension would be applied to the policy for the first 12 months, to ensure that the transfer of cover was not a detriment to you. It was then agreed at renewal last year that this could be extended for a further 12 months.

Since then we have been arranging for the VillageGuard policy to be updated to try to minimise the cover differences as much as possible. Regrettably, however, the new policy wording is not yet finished and the VillageGuard policy wording from last year remains unchanged.

Unfortunately, we can no longer extend the cover match extension, so this has been removed from your renewal terms and your cover will be entirely based on the VillageGuard policy wording if you decide to renew your policy.

There are several small cover differences within the main covers, which can be noted in the policy wording, but the main changes will be to the events and activities that our policy excludes.

The following exclusion applies to the VillageGuard policy and will now be applicable for your policy moving forward. We know the Zurich policy did not have the same excluded activities as VillageGuard, but we need to make sure you are now fully aware of these exclusions and remind you that you must let us know if you will be having any of these events or activities:

#### **Events Activities and Exhibitions**

*We will not provide indemnity in respect of Events, Activities and Exhibitions*

- (1) where combined numbers of entrants and spectators on site exceed 1000 at any one time
- (2) taking place outside England, Wales, Scotland, Northern Ireland, Republic of Ireland, Channel Islands, and the Isle of Man
- (3) where the event duration lasts longer than 48 hours
- (4) organised by a separate third party event organiser/company
- (5) involving
  - (a) weapons
  - (b) passenger carrying amusement devices

- (c) animal rides of any kind
  - (d) ballooning or aerial activities including parachuting, paragliding or parasailing
  - (e) go-karting, quad biking or motor sports
  - (f) bungee jumping or abseiling
  - (g) professional sport teams or persons
  - (h) individual exhibitions valued at over 250,000
  - (i) racing or time trials other than on foot
  - (j) activity involving watercraft
  - (k) firework displays or bonfires
  - (l) bouncy castles and other inflatable devices
- (6) for Bodily Injury to any person taking part in
- (a) contact sports(including martial arts)
  - (b) jousting competitions
  - (c) 'It's a knockout' type competitions
  - (d) 'Donkey Derby' races

unless agreed by Us in writing.

We can extend cover for a lot of these events and activities, therefore if you have not already made us aware that you hold any of these, please ensure you do so before the event takes place.

Please also note that these exclusions also apply to all hirers so you must ensure they have their own insurance in place for these types of activities. This includes hirers that have the benefit of your hirer's liability extension. There is no option to extend cover for hirers activities if they excluded under the standard terms of the policy.

Also please note that the policy does not provide any cover for playground equipment unless it is specifically noted on the policy schedule. This is for both material damage cover and for liabilities. If you are responsible for any playground equipment and you have not previously made us aware, please ensure you do so before the renewal date.

Please read all the documentation carefully and let us know if anything is not complete and accurate or if there is anything you do not understand.

If you would like a further copy of the policy wording sending by e-mail or in the post, please let us know and we will arrange this for you.

If you have any queries or if we can be of further assistance, please let us know.

Yours sincerely,



Richard Hack

**Insurance Logistics Manager**

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RENEWAL NOTICE	
Our Reference:	BS73375
Policy Number:	VH 88/0047440/BS73375
Renewal Date:	01/06/2021

07 May 2021

		Annual Premium Payment	
Insured:	Fernwood Parish Council	Renewal Premium:	£1,335.14
Product:	VILLAGEGUARD (EX-COMMLINCS VILLAGE HALL INSURANCE)	Last Year's Premium:	£1,310.97

Dear Mrs Fox Goddard,

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

**We understand that the fixed electrical circuits at the hall were last checked in August 2016, please contact our office once the next 5-yearly inspection has been carried out. If you do not comply with this requirement underwriters reserve the right to amend or withdraw terms. If your electrical report suggests the next inspection should be carried out in a period other than 5 years, please advise us.**

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

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

We have index linked your buildings sum insured by 1.0% and the contents sum insured by 1.2% this year.

We recognise that many village halls remain closed in line with government guidelines, however some are already open for permitted activities and many are preparing to re-open soon in line with government guidelines.

**Please can you confirm if your hall is currently open and if not, please advise when you expect that to be the case?**

**Please note that we must refer to Aviva every policy where a hall remains closed despite being allowed to open after 21st of June 2021.**

**Please also let us know if the hall is open but is not currently being used and you do not expect it to change before 21st of June 2021.**

Any building work at the hall or closure not related to Covid-19 needs to be notified to underwriters, please therefore contact us if there are any building works you have not notified us about already or other circumstances not related to Covid so we can inform your insurer.

If your hall is closed to comply with government guidelines, we are pleased to confirm that full policy cover will remain in

force, subject to the following condition. Please therefore ensure that you visit your hall on a regular basis to check for any damage and keep a log of these checks. Please notify us of any damage as soon as possible after discovery.

### **Covid 19 - Temporarily Unoccupied Premises Condition**

Whilst The Premises are temporarily Unoccupied as a result of local or national government restrictions in place as a result of the Covid-19 pandemic, Additional Condition – Unoccupied Premises is inoperative and replaced with the following.

If in relation to any claim for Damage while The Premises are Unoccupied, you have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.  
You must

- (1) carry out internal and external inspections of the buildings as least every seven days and
  - a) maintain a weekly log of such inspections
  - b) immediately repair, or arrange to repair, any defects found
    - i) in the buildings, including removal of graffiti
    - ii) in any existing security or alarm or fire protection installations.
- (2) remove all waste either within or outside the buildings, from the Premises.
- (3) securely lock all external doors and close and secure all windows.

Although this requires you to check the hall at least once a week, we recommend that you check it as often as you can and especially after any storm conditions; looking for any damage inside and out and especially looking for any water leaks, as water can cause a lot of damage quickly. Please remember to notify us as soon as possible, if there is any damage that may lead to a claim and/or if there is any building work to be carried out.

Please keep us informed of any future changes. Please ensure that you watch for any government updates daily and adjust accordingly.

Please contact us if you have any Covid cases at your hall.

Please find enclosed:

1. Covid 19: Vital Insurance Continuity Information
2. Your Renewal Schedule
3. Statement of Fact
4. Renewal Advice Note
5. Our Terms of Business document
6. A summary of cover

We note that you have loss of revenue cover included at £33,000 with a 12-month indemnity period. You may wish to consider whether the 12 months indemnity period is adequate; if you require a longer indemnity period this can be increased to 24 months or 36 months.

**Your renewal premium includes cover for Trustee Indemnity at £500,000 based on the assumption that your gross annual income is below £50,000 and your accounts have been checked by an independent examiner. If your gross annual income is over £50,000, please contact our office immediately and confirm what your gross annual income for the last financial year was. If your gross annual income is over £50,000 and we do not have the correct information your Trustees Indemnity cover may no longer be valid.**

A Terms of Business document and a summary of cover have been enclosed within the renewal documentation. Please ensure that you read everything fully and that you understand your obligations as policyholder and cover exclusions. If you have any queries, please contact our office.

**We are pleased to confirm that there are no changes to the policy wording since last renewal and there are no changes to our Terms of Business since last renewal.**

Your premium includes a discount for the policy being subject to a 3-year long-term agreement. If you break the long-term agreement, we are at least entitled to recover from you the total amount of the discount allowed for the period of the agreement, up to the date it is broken.

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

Please ensure that the sums insured represent the total value of all your contents and full rebuild costs of your property, including all outbuildings. In order to prevent underinsurance, we recommend that you check the sums insured regularly and arrange a re-build survey once every 5 years. If the sums insured are no longer adequate, please contact us.

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

<http://www.hse.gov.uk/pubns/indg223.pdf>

To help you comply with 'fair presentation of risk' to insurer we may ask for more information, if required. Please ensure that you provide all information, including any changes to your business before your renewal date, and where possible as soon as you become aware. Examples of the information your insurer needs to know about is enclosed in the 'Important Notes and Further Information' part of this letter.

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

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

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

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

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

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

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

Yours sincerely,



Richard Hack

**Insurance Logistics Manager**

## Important Notes and Further Information:

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

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

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

1. Any building work being carried out at the property.
2. The Property being left unfurnished or unoccupied for more than 30 days.
3. Any incidents recorded in your accident book.
4. Any trustee or committee member having a conviction, pending prosecution or police caution for any offence other than driving offences.
5. Evidence of cracking which may be due to subsidence, heave or landslip.
6. The property no longer being in a good state of repair.
7. Any events with over 1,000 attendees.

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

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

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

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

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

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

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

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

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

**Renewal Advice Note**

**Policyholder:** Fernwood Parish Council      **Policy Number:** VH 88/0047440/BS73375  
**Client Code:** BS73375      **Renewal Date:** 01 June 2021  
**Premium:** £1,174.23  
**IPT:** £140.91  
**Administration Fee:** £20.00

**Total Amount Due: £1,335.14**

All cheques must be made payable to Allied Westminster (Insurance Services) Limited and forwarded to us before the renewal date to ensure that your cover is continued.

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**Renewal Remittance Slip**

**Policyholder:** Fernwood Parish Council      **Policy Number:** VH 88/0047440/BS73375  
**Client Code:** BS73375      **Renewal Date:** 01 June 2021  
**Premium:** £1,174.23  
**IPT:** £140.91  
**Administration Fee:** £20.00

**Total Amount Due: £1,335.14**

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

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

**PLEASE ARRANGE BANK TRANSFERS TO THE FOLLOWING ACCOUNT: -**  
NatWest Bank  
Allied Westminster (Insurance Services)  
Ltd Insurers' Trust Account  
Sort Code: 558111  
Account Number: 85176451  
Please quote reference: BS73375

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

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

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

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

Policy Number: **VH 88/0047440/BS73375** MASTER POLICY NUMBER: **100723922BDN**  
Insurer: **Aviva, except for Legal Expenses (if selected), covered by DAS**

Insured Name: **Fernwood Parish Council**  
Hall Name: **Fernwood Village Hall**  
Effective Date: **01/06/2021** Expiry Date: **31/05/2022** Business Description: **Village Hall**  
Risk Address: **Fernwood Village Hall  
Rubys Avenue  
Fernwood  
NEWARK  
Nottinghamshire  
NG24 3RS**

### PREMIUM DETAILS

Premium Net:	£1,174.23	<b>Total Payable:</b> <b>£1,335.14</b>
Insurance Premium Tax:	£140.91	
Administration Fee:	£20.00	

### COVER DETAILS ( \*Indicates Cover supplied as standard with this policy)

Cover	Limit of Cover	
Buildings Sum Insured (Including 25% Free Cover)	£1,539,240	Excess: £250
Oil Tanks and Contents	Not Insured	
Buildings All Risks	Yes	Excess: £250
Subsidence	Yes	Excess: £1000
Underground Services	Yes	Excess: £250
*Greens and Playing Surfaces	£2000	Excess: £250
Playground Equipment (Including Liability)	Not Insured	
Contents Sum Insured: (Furniture, Fixtures and Fittings and All Other Contents, including up to £2,000 Computer and Electronic Equipment and up to £5,000 for Property at fundraising and catering events, if applicable)	£22,905	Excess: £250
Contents All Risks	Yes	Excess: £250
*Defibrillator Cover (In addition to Contents Sum Insured)	£5,000	No Excess
*Freezer Contents	£500	Excess: £250
*Stock of Wines/ Spirits	£1,000	Excess: £100
Computer and Electronic Equipment if over £2,000	Not Insured	
Marquee (1)	£1020	Excess: £250
Marquee (2)	Not Insured	

<b>Specified items:</b> (Cover is in Addition to your Contents Sum Insured and the Contents Section Excess Applies)	<b>Value</b>
NONE	£0
<b>Items Specified that do NOT belong to the Village Hall</b> (Cover is in Addition to your Contents Sum Insured and the Contents Section Excess Applies)	<b>Value</b>
NONE	£0
<b>All Risks Items: items covered away from the Village Hall</b> (Cover is in Addition to your Contents Sum Insured and the Contents Section Excess Applies)	<b>Value</b>
	£0

Cover	Limit of Cover
<b>Trustee Indemnity:</b>	<b>£500,000 Excess: £250</b>
Annual Income: £32,900.00    Final Day of Accounts: 31 Mar    Period of Accounts: 12 Months The trust deed, constitution or, charity charter allows you to have Trustees Indemnity Insurance Your accounts have been examined by a suitably qualified independent person You are not aware of circumstances or incidents where there is a reason for future claims	
<b>Money and Assault:</b>	<b>£2,000.00 Excess: £100 Assault limit £25,000</b>
<b>Loss of Revenue</b>	<b>£33000</b>
...Indemnity Period (Months)	12
<b>Public Liability</b>	<b>£10,000,000</b>
* ...including Libel and Slander	£100,000
* ...including Hirers Liability	£2,000,000
<b>Employers Liability</b>	<b>£10,000,000</b>
FULL TIME PAID employees if 3 or more:	0
<b>Employee Dishonesty</b>	<b>£25,000 Excess: £250</b>
<b>Personal Accident</b>	<b>5 Units. Per Unit of Cover: Cover for Accidental Bodily Injury with the following benefits £5,000 in respect of death, permanent loss of sight or hearing, permanent loss of limbs. £50 a week Temporary Total Disablement, £25 a week Partial Total Disablement. Excess: 1 week.</b>
<b>Legal Expenses</b>	<b>£100,000 Excess: £250</b>
<b>Loss of Rent</b>	<b>Not Insured</b>
...Indemnity Period (Months)	N/A
<b>Loss of Licence</b>	<b>Not Insured</b>
...Indemnity Period (Months)	N/A
<b>Terrorism Cover</b>	<b>No</b>

## DISCOUNTS APPLICABLE

No claims Discount:	<u>No</u>
Loyalty Discount:	<u>No</u>
Long term contract:	<u>3 Year Long Term Agreement Selected - 5% Discount has been applied to your Net Premium (excluding Legal Expenses)</u>
Voluntary Excess:	Buildings: <u>Yes</u> Contents: <u>Yes</u>
CCTV Discount:	<u>No</u>
Alarm system discount:	<u>No</u>
Auto Stop Cock Discount:	<u>No</u>

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

## APPLICABLE ENDORSEMENTS

1. Long Term Undertaking
2. Property Damage Section - Solar Panels
3. Property Damage and Theft Section - Cover for marquees in the open
4. Waiver of Average and Sum Insured Amendment
5. Special Endorsement - Defibrillators
6. Public and Products Liability Section - Defibrillators
7. General Endorsement
8. Employers Liability and Public and Products Liability Section
9. Public and Products Liability Section - Libel and Slander Extension
10. Covid 19 - Temporarily Unoccupied Premises Condition

### **1. Long Term Undertaking**

A Long Term Undertaking (as defined under Policy Condition 14 of your Policy) applies to all Sections of the Policy for the period 01/06/2019 to 31/05/2022. Where You breach the terms of any Long Term Undertaking, You must repay all premium discounts which We have allowed under the terms of that agreement.

### **2. Property Damage Section - Solar Panels**

The Buildings Sum Insured includes solar panels fixed to the Village Hall roof.

### **3. Property Damage and Theft Section - Cover for marquees in the open**

We will indemnify You in respect of Damage to Marquee(s) detailed in The Schedule whilst in the open at The Premises.

Asset Protection Property Damage All Risks Exception 6(c) and Theft Exception 1(b) are deleted and inoperative.

We will not indemnify You in respect of Damage to marquees whilst

- 1) In transit.
- 2) Being loaded into or unloaded from a Vehicle.
- 3) Not in Your custody or control.

The Excess in respect of this endorsement is £250.

### **4. Waiver of Average and Sum Insured Amendment (specific to VillageGuard Scheme through Aviva & Allied Westminster)**

Where You

1. have obtained a Property Rebuild Cost Evaluation provided by the nominated surveyor through Allied Westminster (Insurance Services) Ltd within five years prior to the date of the Damage and
2. have adjusted the Building(s) Sum Insured in line with the Property Rebuild Cost Evaluation provided by the nominated surveyor through Allied Westminster (Insurance Services) Ltd and
3. have made annual adjustments of the Building(s) Sum Insured based on the General Building Cost Index issued by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or alternative index as may be agreed by Us in writing,

Then at the time of Damage we will

1. increase the Sum Insured by 25% of the rated Building(s) Sum Insured as stated in the Schedule and
2. make no adjustment under either the Condition of Average or paragraph (5) of the Basis of Claims Settlement - Reinstatement Clause.

## 5. Special Endorsement - Defibrillators

We will indemnify You under Contents in respect of Damage to Defibrillators belonging to You or for which You are responsible. This also applies whilst they are temporarily removed from The Premises.

The maximum we will pay in respect of any one claim is £5,000. In addition, the Excess stated in the Schedule will not apply in respect of each and every claim.

## 6. Public and Products Liability Section - Defibrillators

We will not indemnify You in respect of the use of the Defibrillator belonging to You or for which You are responsible.

## 7. General Endorsement

The Covers provided under this Policy apply to Fernwood Village Hall and the Management Committee of the Village Hall only.

## 8. Employers Liability and Public and Products Liability Section

We will not provide indemnity in respect of the activities of Fernwood Parish Council other than activities arranged through the Fernwood Village Hall Committee.

## 9. Public and Products Liability Section - Libel and Slander Extension

Definition

"Publication" shall mean any written material produced in the course of The Business.

(1) We will, in respect of any claim made against The Insured while this endorsement is in force or within twelve months of its cancellation provided the cause of the claim occurred while the endorsement was in force, indemnify The Insured in respect of

- (a) Compensation
- (b) Costs and Expenses

as a result of

- (i) libels in any Publication.
- (ii) slanders made in the course of The Business
- (iii) infringement of any trade mark, registered design, copyright or patent right arising from the contents of any Publication.
- (iv) slander of title to goods.

(2) All claims arising out of one cause, whether or not all such claims are made against The Insured in the same Period of Insurance, will be treated as one claim.

(3) The maximum We will pay, inclusive of Costs and Expenses, in respect of

- (a) any one claim
  - and
  - (b) the total of all claims in any one Period of Insurance
- is £100,000.

(4) We will not provide indemnity in respect of

- (a) withdrawing, recalling or replacing any Publication.
- (b) liability imposed on The Insured solely by reason of the terms of any contract conditions or agreement.
- (c) actions brought in a court of law outside The Defined Territories.
- (d) ten percent of each and every claim.

## 10. Covid 19 - Temporarily Unoccupied Premises Condition

Whilst The Premises are temporarily Unoccupied as a result of local or national government restrictions in place as a result of the Covid-19 pandemic, Additional Condition – Unoccupied Premises is inoperative and replaced with the following.

If in relation to any claim for Damage while The Premises are Unoccupied, you have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (1) carry out internal and external inspections of the buildings as least every seven days and
  - a) maintain a weekly log of such inspections
  - b) immediately repair, or arrange to repair, any defects found
    - i) in the buildings, including removal of graffiti
    - ii) in any existing security or alarm or fire protection installations.

(2) remove all waste either within or outside the buildings, from the Premises.

(3) securely lock all external doors and close and secure all windows.

Examined and Authenticated by Allied Westminster. This insurance is effective only if this Schedule is signed by an Authorised Signatory for Allied Westminster on behalf of Aviva.	Signature:		Date: 07/05/2021
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Underwritten by, Aviva Insurance Limited Registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH.  
Authorised and Regulated by the Financial Conduct Authority.

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



Produced on: 07/05/2021

# Statement of Fact

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

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

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

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

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

Policy Number:

Effective Date:

Insured:

Hall:

**Information Supplied about the Village Hall:**

**Outbuildings:**

Age Band of Property:

Construction Type:

Additional Details:

Flat Roof Percentage:

Listed Building:

Details of Previous Claims and Losses:

Do you fully comply with current Health and Safety regulations, and will continue to do so?

Are all electrical circuits at The Premises tested at least every five years by an approved contractor and any defects found rectified immediately?

Date of last electrical Inspection

Date next electrical Inspection due

# Statement of Fact

Is the Organisation a Registered Charity?	NO
Have you (in respect of cover to be provided) been refused insurance or had special terms imposed?	NO
Have you or any Trustees or Officers of the Hall ever been convicted of or charged (but not tried yet) with any offence other than driving offences (Convictions regarded as spent by virtue of the Rehabilitation of Offenders Act 1974 do not need to be disclosed)?	NO
Is the Hall (including any outbuildings) currently undergoing renovation or construction work, or will be in the next 3 years?	NO
Has the Hall ever suffered from flooding or is it in an area with a history of flooding?	NO
Has the Hall (including any outbuildings) or any adjacent property ever suffered from, or does it show any visible signs of damage from subsidence, landslip or ground heave?	NO
Is the Hall (including any outbuildings) in a good state of repair, and will it be so maintained?	YES
Organised activities, events, and functions in and away from The Hall:	
Annual fete - under 500 attend, stalls, welly throwing, bar, music, dancing, if there is a bouncy castle it is supervised and insured by the company that bring it, possible dog show, maybe a firework display - this is not covered as standard, contact our office with full details, for additional terms to be provided  Please see pages 95-96 of our Policy Wording and refer any excluded activities to us.	
Is any part of the property including outbuildings let to a third party on a long term basis?	NO
<i>No part of the hall is let to a third party on a long term basis</i>	
Are you responsible for any playing fields, playgrounds or sports grounds?	NO
<i>The Parish Council is responsible for the play area at the back of the hall and insurers it on their main insurance policy.</i>	
Do you own a ride on Lawnmower?	NO
Is the Lawnmower driven on public roads?	N/A
Method of Heating that is used at the Hall?	Gas fuelled Viessmann Vitocalor PT2 type E32T friction loss heater, hydrogen fuel cell
Does the Hall have a lift, industrial boiler or wind turbine?	NO
Have you achieved a Hallmark/Keystone Level?	NO
<b>An Employer Reference Number (ERN) is given to every business that registers with HM Revenue and Customs as an employer.</b>	
Do you have an ERN?	NO
Employer Reference Number (ERN) ?	
Reason for ERN Exemption?	NO PAID EMPLOYEES OR PAYMENTS UNDER THRESHOLD
Date last rebuild cost assessment was carried out	05/12/2019

Underwritten by, Aviva Insurance Limited Registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH.  
Authorised and Regulated by the Financial Conduct Authority (FCA).

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



# Allied Westminster

(Insurance Services) Ltd

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Address: Allied House  
Holgate Lane  
Boston Spa  
LS23 6BN

E-mail: [insurance@alliedwestminster.com](mailto:insurance@alliedwestminster.com)  
Web: <http://www.alliedwestminster.com>

## COVID-19 related reference sources for Village Halls and information for our VillageGuard policyholders

The key topics covered in this document are as follows: *Funding Support, General COVID-Related Information and Guidance, Insurance Perspective, and finally 'Safe Sender' Email Guidelines.*

### **FUNDING SUPPORT:**

As the largest supplier of Village Hall insurance in the UK we made every effort to lobby DEFRA about the eligibility of Village Halls across the country for funding support in 2020. It is worth noting that DEFRA did lend a very sympathetic ear to both the importance and needs of Village Halls, and this continues into 2021.

**We now understand that new grants of up to £9,000 per property are available for Village Halls from local governments, please therefore contact your District Council as soon as possible.** We are aware that some councils are already sending payments to Halls that claimed grants during the first lockdown, so now is the time to act, more especially if you did not apply for or did not receive any funding support in 2020.

Unless your Hall is both owned and run by the parish council or church, you should receive a grant based on the rateable value of the Hall even if you do not pay rates, because of the charitable status. If you are leaseholders or the parish council are only custodial trustees holding deeds, you qualify for this grant.

Given that the fact that the rateable value of the vast majority of Halls will be below £15,000, most Halls will likely receive in the order of £3,000. However, we appreciate that any and all funds will be welcomed by most Halls.

There has been a lot of confusion regarding grants for Village Halls as the information was not clear and some councils wrongly rejected applications from Village Halls, some wrote to Halls and did an amazing job making charities aware, and some did not. **District Councils do not all respond in a uniform or consistent manner.**

Contact your local MP if you have any problems receiving grant support. Please let us know if you have been unable to receive funding support as we may be able to help point you in the right direction for additional assistance.

### **GENERAL COVID-RELATED INFORMATION AND GUIDANCE:**

Government Guidance – this tends to change on a regular basis, so please keep an eye on this.

<https://www.gov.uk/coronavirus> is the main page, within which you will find relevant links for community facilities (if you have a hard copy of this document, rather than typing the long web addresses below, it might be easier to go to our [VillageGuard.com](http://VillageGuard.com) website, then NEWS, and you will find the links to click on):

- England: <https://www.gov.uk/government/publications/covid-19-guidance-for-the-safe-use-of-multi-purpose-community-facilities/covid-19-guidance-for-the-safe-use-of-multi-purpose-community-facilities>
- Scotland: <https://www.gov.scot/publications/coronavirus-covid-19-what-you-can-and-cannot-do/pages/community-and-public-services>
- Wales: <https://gov.wales/coronavirus>
- Playgrounds: <https://www.gov.uk/government/publications/covid-19-guidance-for-managing-playgrounds-and-outdoor-gyms>

We would also urge you to make reference to the Health & Safety Executive website, as we believe this is well written:

- <https://www.hse.gov.uk/coronavirus/working-safely/index.htm>





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## **INSURANCE PERSPECTIVE:**

You need to comply with all Government rules and regulations, especially in respect of Covid-19, which means reacting to all changes as and when they happen, as any breach may adversely affect your insurance cover. It is also important that you follow all updates in your area as regional differences will continue. Insurers do not make any of the rules and ask only that you follow all Government rules. As some changes apply with almost immediate effect, unfortunately you need to ensure that you react very quickly. No insurance covers criminal acts: therefore, it is important that you do not break the law.

- Please ensure that activities not allowed by the Government do not take place at your Hall, including any activity organised by your hirers.
- You will need to consider social distancing in your Hall, the maximum numbers allowed to enter your Hall, cleaning, the safety of your volunteers, and much more.
- Documenting all you do, especially cleaning and recording personal information on people using the Hall for Track & Trace, needs to be carefully considered before you open to the general public and/or hirers.

Current position on Temporarily Unoccupied Buildings with *VillageGuard*:

Firstly, by way of a reminder, what does 'unoccupied' mean? Your policy wording states that the building is unoccupied when the building or proportion of the building is not physically occupied by You or Your Employees during Your normal working hours and/or not used for the purposes of The Business for a period in excess of 45 consecutive days (full definition on page 14 of your policy wording). Visiting or decorating your Hall does not make the Hall occupied.

**We are pleased to inform you that full cover under our *VillageGuard* policy has been extended until end of the current lockdown, subject to your compliance with the following condition:**

### ***Covid-19 - Temporary Unoccupancy***

*Whilst The Premises are temporarily Unoccupied as a result of local or national government restrictions in place as a result of the Covid-19 pandemic, Additional Condition - Unoccupied Premises is inoperative and replaced with the following.*

*If in relation to any claim for Damage while The Premises are Unoccupied, you have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.*

*You must*

*(1) carry out internal and external inspections of the buildings as least every seven days and*

*a) maintain a weekly log of such inspections*

*b) immediately repair, or arrange to repair, any defects found*

*i) in the buildings, including removal of graffiti*

*ii) in any existing security or alarm or fire protection installations.*

*(2) remove all waste either within or outside the buildings, from the Premises.*

*(3) securely lock all external doors and close and secure all windows.*

**We will need to know if your Hall remains closed AFTER you have been allowed to open in line with government guidelines.** If your Hall is going to remain closed and unoccupied after this lockdown, please let us know, including information on the reasons why and when are you planning to open your Hall. We will need to inform the insurer if your Hall remains closed to the public after end of this lockdown. Depending on the information you supply, different unoccupancy terms may apply, which could affect your cover. It is very important that we are informed **BEFORE** the end the lockdown to avoid the automatic loss of full cover with unoccupancy terms being applied by





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default (as per your policy wording). For example, this may exclude cover for theft, attempted theft, malicious damage, accidental damage, and escape of water. We totally appreciate that rules may differ in different parts of the country.

Please ensure that you always **contact us if you plan or carry out any building works apart from minor decoration**, as that always needs to be notified to our underwriters. Before you open the Hall or if your Hall is already open in line with Government guidelines, if you have not already done so, you will need to update your Risk Assessments with Covid-19 related risks.

Please ensure that all your cleaning needs are fully assessed from both aspects: as risk to the public and risk to volunteers/staff. Your cleaning needs to be fully documented and you should also ask all your hirers to document their cleaning and compliance with Government guidelines at any time.

Please keep up the promotion of good hygiene, ensure adequate supplies of soap, paper towels and hand sanitiser. Please also promote social distancing and, if possible and practical, add floor markers or other methods to keep people 2 metres apart, albeit that distance rules may change within, or across the nations of the UK.

Please keep logs of all cleaning and ask hirers to review their risk assessments regularly. You may need to keep logs of all people attending to help with Track and Trace, including contact details, and make hirers aware that their details may be passed to Track and Trace if required.

As every Hall is different, Trustees need to decide the appropriate actions and review them regularly following any changes to Government guidelines.

It is important that you double check that all of your Health & Safety inspections are up to date, and if any were missed due to lockdown, that you arrange them before your Hall is open. They include testing of fixed electrical circuits, gas, lifts, playground equipment, portable electrical appliances (PAT), fire safety equipment, alarms, etc.

Please also ensure you are following procedures in respect of legionella. Details can be found on the HSE website (<https://www.hse.gov.uk/legionnaires/>) and in ACRE's guide to reopening Halls.

Please continue following our communications guidance below, and future updates.

Optimising communications in these difficult times:

1. Please let us communicate wherever possible by email, rather than phone or Royal Mail. We are aware of disruption with Royal Mail because a number of their staff are shielding.
2. Email providers filter incoming emails in a bid to reduce the number of unwanted emails in your inbox and often these emails can either go straight into your junk folder or may not even make it to your inbox. As a customer of Allied Westminster, now more than ever, we need to be able to send you important information or policy updates by email. To ensure we get email to you, you should add us to your safe sender list or 'white list': Please refer to our '*SAFE SENDER*' EMAIL GUIDELINES FOR EMAILS below.
3. If possible, please make any payments to Allied Westminster (policy renewals, adjustments, etc.) by way of electronic bank transfer. We will always supply banking information as and when required. This is also the case for any payments from us to you; we would always make payment by a bank transfer for any claims or refunds. This saves you from having to go to the bank and any postal delay. In such circumstances we would ask for the Hall's bank details for any transfers.





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## 'SAFE SENDER' EMAIL GUIDELINES:

Email providers filter incoming emails in a bid to reduce the number of unwanted emails in your inbox and often these emails can either go straight into your junk folder or it may not even make it to your inbox, but is there a way you can stop this happening? **As a customer of Allied Westminster, now more than ever, we need to be able to send you important information or policy updates by email. To ensure you get our emails you can add us to your safe sender list or 'white list'.** Here we outline how you can do this on the most common email providers.

### Outlook Users

- Open the email from the sender you would like to add to the safelist.
- Click on the "Junk" link next to the delete button in the top left corner.
- Click on "Never Block Sender" in the drop-down options below the 'Junk' icon.
- Their email message will be automatically added to your Outlook safe senders list.

### Outlook (Web Version) Users

- Once logged in, click on the cog in the top right-hand side of your inbox.
- Click on "Safe Senders" under the "Mail" tab.
- Open the email from the sender you would like to add to the safelist.
- Enter the email address of the sender and click the plus sign.
- Your sender will be automatically added to your Outlook safe senders list.

### Apple Mail:

- Open the email from the sender you would like to add to the safelist.
- Click on the sender's email address at the top of the email
- A list of options will appear on a drop down
- Click on "Add to Address Book"
- Your sender will be automatically added to your Apple Mail safe senders list.

### Gmail® Users

- Open the email from the sender you would like to add to the safelist.
- Click on the arrow next to an email icon on the far right.
- Select "Add To Contacts".
- You will see the text "Added \*Email Address\* to contacts." Appear at the top of the screen, meaning your new contact has been added to your Gmail Safe senders list.

### Via an iPhone/iPad

- Open the email from the sender you would like to add to the safelist.
- Tap the sender's name in the "From" line.
- On the next screen, tap "Create New Contact".
- Add the details of the email sender (the email will be populated otherwise you will need to add the sender's other details, name, address etc)
- Tap "Done".





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## Via an Android Phone

- Tap to open the email from the sender you would like to add to the safelist.
- Tap the icon next to the email address on the left-hand side.
- Tap "Create contact".
- Add the details of the email sender (the email will be populated otherwise you will need to add the sender's other details, name, address etc).
- Tap "Save".

***If you need further assistance, then please do not hesitate to email us at [insurance@alliedwestminster.com](mailto:insurance@alliedwestminster.com) or call us on 01937 845245.***







## VillageGuard (Village Hall Insurance) Summary of Cover

### Key Covers, Features, and Exceptions

Your Policy includes the following key covers, features, and exceptions, which are set out in full in Your Policy documentation. This is a summary of the Policy and does not contain the full terms and conditions of the cover, which can be found in the Policy Wording. It is important You read the Policy Wording carefully.

### Type of Insurance and Cover

The VillageGuard Policy offered by Allied Westminster includes the flexibility to select from a wide range of covers to provide tailored protection.

### Available Covers

The available covers fall under several categories: Asset Protection, Revenue Protection, Legal Liabilities, and Employee Benefits.

### Insurer's Details

Aviva Insurance Limited. Registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth, PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number: 202153.

### Additional Benefits from the Insurer

24 hour, 365 days per year claims helpline, providing emergency assistance when it's needed.

Confidential legal and tax helplines, offering free support on key business issues.

Counselling service for Policyholders and their Employees.

### Aviva Knowledge Store

A dedicated service to help UK charities understand their legal obligations, help them to keep compliant, and mitigate risks. For more information, please visit: <https://www.aviva.co.uk/risksolutions/knowledgestore/answer/1958/>

# Asset Protection

## Property Damage

There is a choice of covers for Your buildings, contents, and machinery: Specified Contingencies, or All Risks.

### Specified Contingencies

This includes loss or damage from specific causes, including:

Fire, lightning, earthquake, explosion, aircraft and other aerial devices or articles dropped from them, impact by any vehicle or animal or from goods falling from either, storm, flood, escape of water from any tank, apparatus, or pipe, escape of fuel, falling trees, riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances, malicious damage, and theft or attempted theft (but only where involving forcible and violent entry to or exit from The Premises).

Optional covers include: subsidence and terrorism.

### All Risks

Includes all of the above, plus accidental loss or destruction of or damage to the insured property.

### What is Covered

- Defibrillators (excluding medical malpractice), up to £5,000 with no excess
- Damage by the Emergency Services to landscaped gardens and grounds, up to £25,000
- Loss of metered services, up to £25,000
- Trace and access of water or oil, up to £25,000
- Cover for oil tanks and contents, up to £2,500
- Clean-up cost following escape of oil, effluent waste, or fertiliser, up to £10,000
- Accidental loss, destruction or damage to fixed glass and sanitaryware
- Damage to lamps, signs, and nameplates, up to £1,000 per item (this can be increased)
- Accidental damage to underground pipes and cables for which You are responsible
- Damage to fire and security equipment, up to £25,000
- Removing a fallen tree after damage to or to prevent immediate threat of damage to property, up to £2,500
- Property at fundraising and catering events, up to £5,000 per claim
- Raffle prizes and donations, up to £1,500
- Stock and contents at fundraising events or events where You are providing catering anywhere in the European Economic Area, up to £5,000
- Bequeathed Property, up to £100,000 or 10% of the buildings sum insured, up to £25,000 for contents
- Legal and Tax Helpline
- Risk Solutions Helpline
- Counselling Services Helpline

Optional covers available on request:

- Marquees and gazebos in and/or away from the Hall
- Any item away from the Hall
- Ride-on lawnmowers (so long as they are never driven on a public road)
- Items belonging to other groups hiring the hall (cover whilst the items are within the hall only)
- Playground equipment (subject to satisfactory questionnaire and terms and conditions)

### Excess

Options include: £100, £250, £500, or £1,000 for buildings and contents cover. Discounts are available for the higher of these excesses.

The excess for subsidence is £1,000 or higher and is set by the insurer.

A higher excess for flood may be set by the insurer.

## Exclusions

- Policy excess
- Existing or hidden defects
- Damage solely due to changes in the water table
- Damage caused by wear and tear, corrosion, gradual deterioration, faulty or defective design or materials, frost, dampness or dryness, vermin or insects, rust or rot, scratching, mould or fungus
- Faulty or defective workmanship, operational error by You or Your Employees
- Mechanical or electrical breakdown or derangement
- Pollution or contamination unless this happened as a result of a Specified Contingency
- Fire damage involving the application of heat
- Damage to gates, fences, or moveable property in the open by weather-related incidents
- Damage (other than by fire) arising from production, servicing, or testing
- Damage to Unoccupied property caused by escape of water from tanks and pipes or malicious persons (other than fire and explosion)
- Consequential loss or damage

## Theft

This cover is in place for theft or attempted theft from The Premises.

### What is Covered

- Theft of items from the hall, so long as there are signs of forcible and violent entry or exit
- Replacement of locks following loss or theft of keys, up to £5,000

### Exclusions

- Contents belonging to third parties are excluded, unless they are noted on the schedule
- Theft or attempted theft by trustees or any person lawfully in The Premises
- Theft while The Premises are Unoccupied or disused
- Unexplained losses, acts of fraud or dishonesty, inventory shortage
- Consequential loss or damage
- Theft where any Committee members, Trustees, or family members are involved

## Glass

This cover is in place for the breakage of all glass at Your Premises including sanitary fittings.

### What is Covered

- Costs incurred in boarding up damaged glass
- Contents of display windows
- Cost of replacing alarm foil, lettering, painting, or other ornamental work on glass

### Exclusions

- Breakage of glass in light fittings, vehicles, vending machines, or signs
- Breakage of glass while The Premises are Unoccupied

## Frozen Foods

This is a standard cover set at £500 for loss of frozen foods at The Premises.

### What is covered

- Deterioration of foods following the breakdown of refrigeration units or accidental failure of the public electricity supply
- There is no age limit for the unit

### Exceptions

- Wear and tear, deterioration, or gradually developing flaws or defects in the unit
- Failure to correctly set the temperature

## Money and Assault (optional)

This cover protects money belonging to Your organisation on Your Premises, in transit, in the private homes of Employees, and in any bank night safe. Personal Assault cover is included.

### What is Covered

- Cover for bodily injury as a result of assault or attempted assault whilst carrying money belonging to Your organisation
- Medical and dental expenses up to £500
- Collection tins or boxes anywhere in the UK, up to £100 per claim and £500 per period
- The automatic doubling of most money limits for fundraising events

### Exclusions

- Shortages due to clerical or accounting errors
- Losses due to the fraud or dishonesty of any Employees not discovered within seven working days
- Loss from any unattended vehicles, vending machines or gaming machines
- Loss arising outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

## Employee Dishonesty (optional)

This cover protects You against loss of money or property following theft or fraud by Your Employees.

### What is Covered

- Professional fees required to establish the extent of the loss
- Cost of labour to reinstate destroyed or erased computer records
- Cheque forgery
- Third party computer and fund transfer fraud

### Exclusions

- Consequential losses
- Loss of confidential information or trade secrets
- Any further losses that occur after the discovery that an Employee is dishonest
- Employees based outside of the geographical limits

# Legal Liabilities

## Employer's Liability

Please note that the definition of Employees includes all volunteers and Trustees. This cover is in place in respect of legal liabilities for bodily injury to an Employee of the hall, and the limit of indemnity is £10,000,000 including costs and expenses.

### What is Covered

- Liabilities in respect of bodily injury to an Employee of the Hall whilst they are carrying out Village Hall business
- Legal expenses arising from the Corporate Manslaughter and Corporate Homicide Act 2007
- Legal costs and expenses in defending prosecutions under health and safety legislation
- Unsatisfied court judgements in favour of Employees injured in Your employment by third parties

### Exclusions

- Liability in respect of liquidated damages, penalty clauses, and fines
- Bodily injury to an Employee whilst they are carried in or upon a vehicle where road traffic legislation requires insurance
- Any injury offshore
- Any work at height where the drop exceeds 10 metres

## Public Liability

This cover provides protection against Your legal liability for bodily injury to third parties or damage to third party property. The limit of indemnity is £10,000,000 including costs and expenses.

### What is Covered

- Legal liability for bodily injury or third party property loss caused by a negligent act by an Employee
- Events, activities and exhibitions, so long as they are not excluded in Your Policy Wording
- Obstruction, trespass, nuisance, interference, wrongful arrest, eviction
- Legal expenses and costs in defending prosecutions under all relevant health and safety legislation
- Defective Premises Act liability
- Libel and slander, up to £100,000
- This cover is in place anywhere within Great Britain, Northern Ireland, the Channel Islands, or the Isle of Man

### Exclusions

- Any work at height where the drop exceeds 10 metres
  - Any deliberate act or omission
  - Any fraud, dishonesty, insolvency, financial default, deceit, intimidation, inducement of breach of contract, breach of confidence
  - Any illness relating to exposure to asbestos
  - Any damage caused gradually over a period of time
  - Loss of or damage to property in Your custody or control
  - Events, activities and exhibitions:
    - where combined numbers of entrants and spectators on site exceed 1000 at any one time
    - taking place outside England, Wales, Scotland, Northern Ireland, Republic of Ireland, Channel Islands and the Isle of Man
    - where the event duration lasts longer than 48 hours
    - organised by a separate third party event organiser/company
    - involving
      - (a) weapons
      - (b) passenger carrying amusement devices
      - (c) animal rides of any kind
      - (d) ballooning or aerial activities including parachuting, paragliding or parasailing
      - (e) go-karting, quad biking or motor sports
      - (f) bungee jumping or abseiling
      - (g) professional sport teams or persons
      - (h) individual exhibitions valued at over £250,000
      - (i) racing or time trials other than on foot
      - (j) activity involving watercraft
      - (k) firework displays or bonfires
      - (l) bouncy castles and other inflatable devices
    - for Bodily Injury to any person taking part in
      - (a) contact sports (including martial arts)
      - (b) jousting competitions
      - (c) 'It's a knockout' type competitions
      - (d) 'Donkey Derby' races
- unless agreed by Us in writing.

## Hirer's Liability

The Public Liability section automatically includes £2,000,000 liability cover for hirers of the hall, provided they meet certain conditions.

### What is Covered

- Any hirer who is: non-commercial (i.e. they do not make or intend to make a profit)
- A hirer who is not carrying out excluded activities (please see Your Policy Wording for further information)
- A hirer who does not have their own insurance in place for their activity held at The Premises
- A hirer who is working for the benefit of the community, either social or financial

### Exclusions

- Any hirer who does not meet the above conditions

## Trustee Indemnity (optional)

This cover is in place for costs and expenses incurred as the result of any genuine error or omission by a member of the Committee in carrying out Village Hall activities.

### What is Covered

- Loss or bodily injury as the result of a wrongful act
- A choice of three limits of indemnity: £100,000, £250,000, £500,000

### Exclusions

- Any knowingly wrongful acts
- Proven fraud, dishonesty, or criminal acts
- Personal profit or illegal remuneration
- Professional errors and omissions
- Pending and/or prior litigation
- Wrongful acts reported to a previous insurer
- Any proceedings brought against the insured prior to the inception of cover
- Any circumstance that might give rise to a claim which the insured should have been aware of prior to the inception of cover

## Legal Expenses Cover (optional)

This cover is in place for legal costs arising from a variety of incidents in connection with Your organisation.

### What is Covered

- Legal advice available on the Legal Helpline
- £100,000 limit of indemnity

### Exclusions

- Any event which happened before the Policy's effective date
- Any claims where we are not notified within 180 days from the event
- Any deliberate acts by the insured
- Any costs incurred prior to the acceptance of the claim

# Employee Benefits

## Personal Accident Cover (optional)

This cover is in place for any injury to the Committee or any Trustees up to the age of 85 who suffer any accidental bodily injury whilst carrying out an activity on behalf of the Village Hall

### What is Covered

- Accidental bodily injury
- £5,000 in respect of: death, permanent loss of limb(s), permanent loss of sight or hearing
- £50 per week in respect of temporary total disablement
- £25 per week in respect of temporary partial disablement
- Cover is available in units, with the amounts above each representing one unit of cover.

### Exclusions

- Sickness, disease, or any gradually operating cause
- Suicide, attempted suicide, or deliberate exposure to danger (except in an attempt to save human life)
- Own criminal act or insanity
- Pregnancy or childbirth
- Flying, except while travelling in an aircraft of a recognised airline as a passenger
- Accidents caused through participation in certain hazardous activities, please see the Policy Wording for further information
- The effects of alcohol or drugs or any treatment for drug addiction

# Revenue Protection

## Loss of Revenue (optional)

This cover includes interruption to Your business following an insured loss under the Property Damage and Theft section, which results in reduced earnings and increased running costs

### What is Covered

- Loss of income which would have been earned if not for the insured event

### Exceptions

- Any loss which occurs not as the result of an insured peril

## Loss of Licence (optional)

This cover is in place if Your licence is withdrawn or not renewed from causes outside of Your control.

### What is Covered

- A reduction in Your turnover or revenue, or the reduction in value of Your business or Premises

### Exceptions

- Losses arising from a revision in town or country planning or redevelopment
- Reduction or redistribution of licences
- Any changes by law

# Other Information

## Where am I covered?

The territorial limits of this Policy include Great Britain, Northern Ireland, the Channel Islands, and the Isle of Man.

## What are my obligations?

Your obligations include:

- You must comply with all legal and health and safety requirements.
- You must make a fair presentation of risk to us, which includes telling us of any circumstances which we would take into account in Our assessment or acceptance of this insurance. If You fail to make a fair presentation of risk, the extent of cover provided could be affected or Your Policy could be invalidated.
- You must also make a fair presentation to us in connection with any variations, including changes You wish to make to Your Policy.
- You must take all reasonable precautions to prevent loss or damage.
- You must comply with all conditions in Your Policy documents.
- You must notify us promptly of any event which might lead to a claim and follow the claims procedure set out in Your Policy. Failure to promptly notify us of a claim may jeopardise Your claim payment.
- For further details and any specific obligations relating to Your organisation following Our assessment of Your risk, please refer to Your Policy documents.
- You must pay the premium and any additional premiums required.

## When and how do I pay?

Payment should be received in full before the inception or renewal of Your Policy, unless otherwise agreed by Allied Westminster. You can pay by cheque, bank transfer, or by credit or debit card over the phone.

## Duration of the Policy

The Policy will remain in force for 12 months from the date of commencement, or as otherwise shown in Your Policy Schedule.

## Cancellation

You can cancel Your Policy at any time during Your period of cover, subject to the notice period shown in Your Policy. To cancel Your Policy, please contact Allied Westminster (Insurance Services) Ltd.

## How to Claim

If You need to make a claim, please call Allied Westminster (Insurance Services) Ltd on **01937 845 245**. Lines operate 9am to 5pm, Monday to Friday.

For emergency assistance outside these hours, a 24 hour, 365 days per year claims service is available on **0800 0151 498**. Please have Your Master Policy Number to hand when calling. This number is: **241 66 446 CHC**.

You may also need Your Policy Number, which is: **VH 88/0047440/BSxxxxx**. The 'BS Reference Number' is unique to You. For Our joint protection, telephone calls may be recorded and/or monitored.

## Complaints Procedure

If You are unhappy with any aspect of the handling of Your insurance, we would encourage You, in the first instance, to seek resolution by contacting Allied Westminster (Insurance Services) Ltd. at Allied House, Holgate Lane, Boston Spa, LS23 6BN. Telephone: **01937 845 245**.

If You are unhappy with the outcome of Your complaint You may refer the matter to the Financial Ombudsman

Service at: The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Telephone: 0800 023 4567 (calls from UK landlines and mobiles are free) or 0300 123 9123.  
Or simply log on to their website at: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Whilst we are bound by the decision of the Financial Ombudsman Service, You are not. Following the complaints procedure does not affect Your right to take legal action.

## Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet Our obligations, depending on the type of insurance and circumstances of Your claim.

Further information about the scheme is available from the FSCS website: [www.fscs.org.uk](http://www.fscs.org.uk).



**Aviva Insurance Limited**. Registered in Scotland, no. 2116.

Registered Office: Pitheavlis, Perth, PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.



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

### **Company Contact Details**

Allied Westminster (Insurance Services) Ltd, Allied House, Holgate Lane, Boston Spa, West Yorkshire LS23 6BN.  
Telephone: 01937 845245 Fax: 01937 843644 Email: [insurance@alliedwestminster.com](mailto:insurance@alliedwestminster.com)

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

### **Our Service**

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

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

### **Complaints**

It is our intention to provide you with the highest possible level of customer service at all times. However, we recognise that things can go wrong occasionally and if this occurs we are committed to resolving matters promptly and fairly. Should you wish to complain you may do so: In writing to the Managing Director, or by telephone on 01937 845245, or by e-mail at [insurance@alliedwestminster.com](mailto:insurance@alliedwestminster.com). Should you not be satisfied with our final response, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS). More information is available on request or on their website. [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) Further details will be supplied at the time of responding to your complaint.

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

We are covered by the Financial Services Compensation Scheme and you may be entitled to compensation from the scheme depending on the type of business and circumstances of the claim, if we cannot meet our obligations. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme at [www.fscs.org.uk](http://www.fscs.org.uk)

### **Important Information (consumer customers only)**

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

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

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

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

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

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

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

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

## The capacity in which we are acting

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

## **Financial Crime**

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

## **Consumer Credit Licence**

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

## **Terms of Payment**

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

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

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

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

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

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

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

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

## **Notification of Incidents/Claims**

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

## **Cancellation**

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

## **Charges/Fees**

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

## **Refunds**

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

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

## **Solvency of Insurers**

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

## **Communications/Documentation**

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

## **General**

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

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

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

## 1. Definitions and Interpretation

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

- **“personal data”** means any and all data that relates to an identifiable person who can be directly or indirectly identified from that data. This definition shall, where applicable, incorporate the definitions provided in the Data Protection Act 1998 and from 25th May 2018 the General Data Protection Regulation (“GDPR”)
- **“ We/Us/Our”** means Allied Westminster (Insurance Services) Ltd

## 2. What Does This Statement Cover?

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

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

## 3. Your Rights

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

3.1.1 The right to be informed about Our collection and use of personal data;

3.1.2 The right of access to the personal data We hold about you;

3.1.3 The right to rectification if any personal data We hold about you is inaccurate or incomplete (please contact Us using the details in section 8);

3.1.4 The right to be forgotten – i.e. the right to ask Us to delete any personal data We hold about you (We only hold your personal data for a limited time, as explained in section 6 but if you would like Us to delete it sooner, please contact Us using the details in section 8);

3.1.5 The right to restrict (i.e. prevent) the processing of your personal data;

3.1.6 The right to data portability (obtaining a copy of your personal data to re-use with another service or organisation);

3.1.7 The right to object to Us using your personal data for particular purposes;

3.1.8 Rights with respect to automated decision making and profiling.

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

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

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

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

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

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

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

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

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

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

#### 8. Contacting Us

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

# Aviva – VillageGuard

## Data Protection – Privacy Notice

### Personal Information

We collect and use personal information about you so that we can provide you with a policy that suits your insurance needs. This notice explains the most important aspects of how we use your information but you can get more information about the terms we use and view our full privacy policy at [www.aviva.co.uk/privacypolicy](http://www.aviva.co.uk/privacypolicy) or request a copy by writing to us at Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester LE7 1PD.

The data controller responsible for this personal information is Aviva Insurance Limited as the insurer of the product. Additional controllers include Allied Westminster (Insurance Services) Ltd, who are responsible for the sale and distribution of the product, and any applicable reinsurers.

### Personal information we collect and how we use it

We will use your personal information:

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

As well as collecting personal information about you, we may also use personal information about other people, for example family members you wish to insure on a policy. If you are providing information about another person we expect you to ensure that they know you are doing so and are content with their information being provided to us. You might find it helpful to show them this privacy notice and if they have any concerns please contact us in one of the ways described below.

The personal information we collect and use will include name, address and date of birth, financial information and details of your business and property. If a claim is made we will also collect personal information about the claim from you and any relevant third parties. We may also need to ask for details relating to the health or any unspent offences or criminal convictions of you or somebody else covered under your policy. We recognise that information about health and offences or criminal convictions is particularly sensitive information. Where appropriate, we will ask for consent to collect and use this information.

If we need your consent to use personal information, we will make this clear to you when you complete an application or submit a claim. If you give us consent to using personal information, you are free to withdraw this at any time by contacting us – refer to the “Contacting us” details below. Please note that if consent to use information is withdrawn we may not be able to continue to provide the policy or process claims and we may need to cancel the policy.

Of course, you don't have to provide us with any personal information, but if you don't provide the information we need we may not be able to proceed with your application or any claim you make.

Some of the information we collect as part of this application may be provided to us by a third party. This may include information already held about you and your business and property within the Aviva group, including details from previous quotes and claims, information we obtain from publicly available records, our trusted third parties and from industry databases, including fraud prevention agencies and databases.

## **Credit Searches**

To ensure the Insurer has the necessary facts to assess your insurance risk, verify your identity, help prevent fraud and provide you with our best premium and payment options, the Insurer may need to obtain information relating to you at quotation, renewal and in certain circumstances where policy amendments are requested. The Insurer or their agents may:

- undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossession(s)). Similar checks may be made when assessing claims,
- carry out a quotation search from a credit reference agency (CRA) which will appear on your credit report and be visible to other credit providers. It will be clear that this is a quotation search rather than a credit application.

The identity of our CRA and the ways in which they use and share personal information, are explained in more detail at [www.callcredit.co.uk/crain](http://www.callcredit.co.uk/crain).

## **Automated decision making**

We carry out automated decision making to decide whether we can provide insurance to you and on what terms, deal with claims or carry out fraud checks. In particular we use an automated underwriting engine to provide on-line quotes, using the information we have collected.

## **How we share your personal information with others**

We may share your personal information:

- with the Aviva group, our agents and third parties who provide services to us, and your intermediary and other insurers (either directly or via those acting for the insurer such as loss adjusters or investigators) to help us administer our products and services,
- with regulatory bodies and law enforcement bodies, including the police, e.g. if we are required to do so to comply with a relevant legal or regulatory obligation,
- with other organisations including insurers, public bodies and the police (either directly or using shared databases) for fraud prevention and detection purposes,
- with reinsurers who provide reinsurance services to Aviva and for each other. Reinsurers will use your data to decide whether to provide reinsurance cover, assess and deal with reinsurance claims and to meet legal obligations. They will keep your data for the period necessary for these purposes and may need to disclose it to other companies within their group, their agents and third party service providers, law enforcement and regulatory bodies.

Some of the organisations we share information with may be located outside of the European Economic Area ("EEA"). We'll always take steps to ensure that any transfer of information outside of Europe is carefully managed to protect your privacy rights. For more information on this please see our Privacy Policy or contact us.

## **Marketing**

We may use personal information we hold about you across the Aviva Group to help us identify and tailor products and services that may be of interest to you. We will do this in accordance with any marketing preferences you have provided to us. We may continue to do this after your policy has ended.

If you wish to amend your marketing preferences please contact us:

By phone: 01603 622200 or +44 1603 604999 (from abroad)

By email: [helpdesk@aviva.co.uk](mailto:helpdesk@aviva.co.uk)

By Post: Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester, LE7 1PD

To see how you can change your preferences in MyAviva or view your choices for online advertising visit our full Privacy Policy at [www.aviva.co.uk/privacypolicy](http://www.aviva.co.uk/privacypolicy)

## **How long we keep your personal information for**

We maintain a retention policy to ensure we only keep personal information for as long as we reasonably need it for the purposes explained in this notice. We need to keep information for the period necessary to administer your insurance and deal with claims and queries on your policy. We may also need to keep information after our relationship with you has ended, for example to ensure we have an accurate record in the event of any complaints or challenges, carry out relevant fraud checks, or where we are required to do so for legal, regulatory or tax purposes.

## **Your rights**

You have various rights in relation to your personal information, including the right to request access to your personal information, correct any mistakes on our records, erase or restrict records where they are no longer required, object to use of personal information based on legitimate business interests, ask not to be subject to automated decision making if the decision produces legal or other significant effects on you, and data portability. For more details in relation to your rights, including how to exercise them, please see our full privacy policy or contact us – refer to the “Contacting us” details below.

## **Contacting us**

If you have any questions about how we use personal information, or if you want to exercise your rights stated above, please contact our Data Protection team by either emailing them at [dataprt@aviva.com](mailto:dataprt@aviva.com) or writing to the Data Protection Officer, Level 4, Pitheavlis, Perth PH2 0NH.

If you have a complaint or concern about how we use your personal information, please contact us in the first instance and we will attempt to resolve the issue as soon as possible. You also have the right to lodge a complaint with the Information Commissioners Office at any time.