

[REDACTED]
Water Orton Parish Council

[REDACTED]
17 April 2024

Policy Number: 100723637BDN/LCO01214

Dear Ms Scully,

LOCAL COUNCIL RENEWAL INVITE

We have pleasure in enclosing your renewal invite and terms for your Local Councils Insurance policy, together with a Schedule of Insurance and Statement of Fact. It is important that you review all the documentation, ensuring the information is correct and cover meets your requirements. If any of the information is incorrect, or you would like to make a change to your cover level(s) please contact our team.

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| Policy Type: | Local Councils |
| Insurer: | Aviva Insurance Ltd |
| Renewal Date: | 01 June 2024 |
| Premium: | £8,356.24 |
| Arrangement Fee: | £45.00 non-refundable in the event of cancellation |
| TOTAL PREMIUM | £8,401.24 |

Please note the premium above is based on the information you have provided, should any information change or be incorrect the premium may be subject to change.

IMPORTANT DOCUMENTS: Please read the following documents carefully.

- **Policy Schedule:** This is an outline of the cover provided under the policy including cover levels, and relevant sums insured, excesses and exclusions.
- **Statement of Fact:** This is an outline of the information you have provided to Clear Councils and the insurer.
- **Summary of Cover:** This provides a summary of the risk information held and levels of cover provided
- **Policy Summary:** This provides an overview of the key aspects of the insurance policy.
- **Policy Wording:** This sets out the cover provided and the terms, conditions and exclusions which apply.
- **Important Notices & Information Document:** A summary of any important information regarding a Local Councils insurance policy.
- **Clear Councils Cyber Policy Information:** A summary of an additional Cyber Insurance policy Clear Councils can arrange for you.
- **Terms of Business** Clear Councils's Terms and Conditions, which explain how we will manage your policy.
- **Notice to Policyholders:** Details of any important changes to your policy.

Renewal details for any other insurance policies arranged through Clear Insurance Management (CIM) alongside your Local Councils Insurance will be issued under a separate communication.

Policy Documents

Your documents will be emailed, however if you would prefer to receive a copy by post, please let a member of our team know.

Please note if you receive your documents by post a Policy Wording will not be enclosed, the version (v02.10.2019) you have been provided with previously is still valid, however if you would like another copy please contact us on 0330 013 0036 or email councils@thecleargroup.com

Is This Policy Suitable for You?

This policy is designed for Local Town and Parish Councils domiciled in the UK who require insurance cover:

- as an employer against damages and legal costs made against them by employees for injury or disease arising out of their employment
- for claims made against them by third parties for injury, disease or damage to property during the policy term
- for claims made against them by third parties for injury, disease or damage to property caused by or in connection with products sold during the policy term.
- against theft of the council's own money, securities or property by an employee, partner, contractor or volunteer.
- for money which is lost or stolen.
- against the cost of compensation claims made against your business's directors and key managers (officers) for alleged wrongful acts.
- against libel and slander for certain events.
- for assistance with legal expenses incurred for certain events.

We do not give advice or make a personal recommendation in relation to this policy regarding its suitability for your needs. It's important that you review the cover levels and sums insured and read and understand all documentation and policy terms to ensure it meets your requirements.

It is important that you check the levels of cover and sums insured noted on the enclosed documents are correct and reflective of current valuations, and that you are not under insured. Please check the statements and answers that are shown on these documents and let us know if anything is incorrect, as any inaccuracies or omissions may invalidate your cover. Should any alterations be required then please contact our Local Councils Team on 0330 013 0036.

What is Underinsurance?

This refers to inadequate insurance coverage which could leave you unable to claim for your full loss, and making you susceptible to the average rule, reducing your claim further. We recommend you obtain professional valuations for the reinstatement of your Buildings, every three years, to ensure your sum insured is set at the right level, avoiding the potentially damaging effects of underinsurance.

Index Linking

Certain Sums Insured on this policy are Index Linked, which means they will be adjusted annually according to recognised UK price indices. These indices measure the effect of inflation on such things as the price of raw materials and goods and the cost of labour. Each year, the relevant sums insured are automatically uplifted by your insurers. The revised values will be shown on your policy schedule at each renewal and the appropriate revised proportional premiums are charged accordingly. If your policy is subject to a Long-Term Agreement (see below), index linking will continue to be applied annually, and your premiums will therefore fluctuate proportionally, according to the revised values noted in your renewal invitation schedules. These rates fluctuate monthly, according to the most recent recommendations from the selected indices. Typically, different index linked rates may be applied to Buildings, Contents, Machinery, Plant and Equipment. These annual fluctuations are designed to help your sums insured to keep pace with the effects of inflation, however, you remain responsible for ensuring that your declared values and sums insured represent the correct replacement and/or reinstatement values of the items insured, at all times. Further information and explanation on this subject is available on request from the Clear Councils Team.

Market Selection

We have approached a Single Insurer. You should also be aware that in sourcing and placing business with Aviva Insurance that we have acted as your agent. We will also act as your agent in the event of a claim.

Significant Endorsements, Exclusions, Limitations, Warranties and Subjectivities

Please refer to the enclosed Policy Schedule, Policy Summary and Policy Wording which outline all conditions and exclusions applicable to your policy.

Additional endorsements applied to your policy are listed below:

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- [3] - Clerk Absence Cover
- [30] - Tree Felling and Lopping Cover
- [31] - Fly Tipping Cover
- [AMENDED] - Amended Policy Introduction
- [COVEX] - General Exclusions - Coronavirus
- [GDPRCLP] - Data Protection Act wording amendment (CLP)
- [GDPRELPL] - Data Protection Act wording amendment (EL/PL)
- [IL001] - Index Linking

Full details of these endorsements can be found on the enclosed Policy Schedule. It is important that you read and understand these endorsements, exclusions, limitations and other conditions and warranties. Please contact the Clear Councils Team if you require any further explanation or assistance.

Failure to adhere to any significant endorsements, exclusions, limitations and other conditions and warranties can invalidate your policy, compromise your cover and result in claims not being paid. It is therefore vital that you are clear on your responsibilities. Please refer to the enclosed Policy Schedule and Policy Wording documents for further information.

The **Policy Wording** will include conditions that you must meet so cover applies if a claim is made. The insurer can refuse to pay out if all the policy's conditions are not met.

The policy may also include warranties. A **warranty** is a condition you must comply with precisely; if a warranty is not fulfilled, the insurer can suspend cover or cancel it.

Your insurer can refuse to pay out if you don't meet all its conditions. The proposal from the insurer can contain conditions called subjectivities. A **subjectivity** is something the insurer will want you to carry out within a standard timescale. For example, you could be asked to fill in a proposal form, provide details of your claims history, or undertake risk improvement measures.

Excesses

All excesses are detailed in your Policy Schedule, please ensure you familiarise yourself with these.

Failure to adhere to any significant endorsements, exclusions, limitations and other conditions and warranties can invalidate your policy, compromise your cover and result in claims not being paid. It is therefore vital that you are clear on your responsibilities. Please refer to the enclosed Policy Schedule and Policy Wording documents for further information.

The insurer may also add an excess or exclusions. An excess is the amount paid, or the insurer holds back in the event of a claim (excess details are noted below). An exclusion is a clause in the policy that states which risks the insurance won't cover.

Important Changes to the Current Policy from Renewal

Please refer to the enclosed **Notice to Policyholders** document which details any important changes to your policy.

Important Information

Please refer to the enclosed **Clear Councils Insurance Important Notices & Information** document.

This policy is renewable.

Duty of Fair Presentation

It is your responsibility to provide a fair presentation of the insurance risk by carrying out a reasonable search for information, including obtaining information from senior managers or other parties within your organisation or anybody who your business outsources any tasks to.

You must disclose every material circumstance which you know or ought to know or failing that disclose sufficient information to put your insurer on notice that it needs to make further enquiries. You must ensure that any information you provide is correct to the best of your knowledge and representations that you make in expectation or belief must be made in good faith.

To ensure that your business is adequately covered, you have an ongoing responsibility to share all material circumstances about your business are accurate and in good faith. Details about your business, its activities and how it is managed must be reported to your insurers. This means you must disclose:

- All known material circumstances which may influence your insurers' assessment of the risk, for example:
 - Changes to your address, premises, or security
 - Contractual obligations to customers and suppliers
 - Changes to processes or your customer base
 - New products and services
 - Importing/Exporting to or from foreign markets
 - Opening offices or employing staff overseas
 - Past Convictions, County Court Judgements, Bankruptcies, or company/individual voluntary arrangements
 - Been the subject of recovery action by HM revenue and customs
 - Been prosecuted, served prohibition, or served an important order or notice under health and safety legislation or environmental protection legislation
 - Been disqualified from being a company director
- The knowledge of your senior management team, as well as directors, middle management and staff who may have knowledge of information material to the nature of your business now or any changes which might affect the profile of your risk in the future.
- You are obliged to undertake a reasonable search of any information relating to your business held by external parties employed to advise the business, such as consultants, managing agents, accountants, solicitors, or risk managers.

Cancellation Rights

You have the right to cancel this insurance after the inception or renewal date, as described in the Insurance Product Information Document (IPID) or in your Policy Wording.

Claims

Insurers require you to notify details of claims or circumstances that may give rise to a claim against you. This Condition sets out the insurer's requirements for notifying claims and the procedures to be adopted and complied with. For example, you must not admit liability or prejudice the insurer's position and if you do, insurers could repudiate claims.

Additional Benefits

Local Council Awards Scheme (LCAS)

If you hold a Foundation, Quality or Gold Quality Award, you are entitled to a premium discount, in addition to any discounts already applied to this quotation. Simply contact the Local Councils Insurance Team on the contact number noted below, confirming your LCAS status for us to provide an amended quotation.

Long Term Undertaking (LTU)

This quotation includes a Long-Term Undertaking (LTU) discount. An LTU gives you the benefit of ensuring that your policy will renew based on the same underlying rates as those used for the first year's quotation. Please be aware that premiums are adjusted proportionally, according to any revised sums insured you declare to us, for example, during the policy period, or in advance of a renewal. Premiums are also adjusted proportionally, according to fluctuations in the value of annual index linking applied at each renewal by your insurers (as explained above). Your insurers reserve the right to adjust the underlying rates and terms, where there have been claims made during the period preceding a renewal. Any changes to the rate of Insurance Premium Tax, in accordance with HMRC instructions, will also apply at each renewal. As you have chosen to enter a Long-Term Undertaking, you are agreeing to maintain this insurance policy until point of renewal three years from the commencement of this agreement. This LTU relates solely to this product and cannot be transferred to another policy or insurer.

Other Insurance Products

Clear Cyber for Councils

Working with Talbot Underwriting Ltd we can arrange additional cover which will help you in the event of a cyber-attack, and any liabilities that arise due to a breach of privacy legislation (GDPR).

The policy provides:

- Limit of Indemnity: £250,000
- E-Theft Extension (Social Engineering/Funds Transfer): £25,000
- 10 free device licences for award-winning endpoint protection AVAST Antivirus Pro Plus and cloud data backups (RRP £400 per annum) which satisfies policy conditions.

The policy also offers a range of benefits which are exclusive to the Clear Cyber for Councils policy, including:

- Small councils can work in partnership and have a joint policy with up to 3 other councils, enabling you to split the cost and share the 10 free AVAST Antivirus Pro Plus device licences
- Free 1 hour Cyber/GDPR consultation with a Compliance specialist who has experience as a councillor, to offer information and guidance. Further consultancy is available at an extra cost.

Please find further details enclosed.

Your Parish Online Subscription

Your free Parish Online subscription from Clear Councils Insurance will end at this renewal (date as above). To continue to benefit from using Parish Online, your mapping software renewal subscription will include a 20% discount, courtesy of Clear Councils Insurance. If you wish to renew your subscription or require support please contact support@parish-online.co.uk or visit www.parish-online.co.uk.

What To Do Next

Please read through the enclosed documents carefully, ensuring the cover details accurately reflect your requirements.

If you would like to go ahead and renew cover, please contact us by phone or email. It is essential that we receive instructions to proceed with cover and payment prior to the renewal date.

Paying for Your Policy

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| Credit/Debit Card: | Please access our online Clear Self Service Portal* or call Clear on 0330 013 0036 and have your card details ready. * Please refer to our recent email communications detailing the registration and access process. If you need any assistance getting started, please email, or call the team and we will be happy to help. |
| BACS/Automatic Transfer: | Account Name: Clear Insurance Management Ltd Account No.: 65304586 Sort Code: 60-15-03 Reference: Your quote reference (see above) |
| Cheque: | Please make cheques payable to Clear Insurance Management Ltd and send to, Clear Insurance Management Ltd, AGM House, 3 Barton Close, Grove Park, Enderby, Leicester, LE19 1SJ, quoting your quote reference (see above) on the reverse. |

Premium Finance

You may be able to spread the cost of your insurance premium across regular monthly instalments; if you choose this method a Premium Finance Loan Application will be sent to you for completion. Please note Clear is a credit broker and not a lender, we will not provide you with any advice regarding finance and will only approach Close Brothers Premium Finance (CBPF). Clear Insurance Management Limited is remunerated for arranging credit. Please refer to the enclosed Premium Finance Information Sheet for further information.

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| Finance Provider | Close Brothers Premium Finance (CBPF) |
| Loan Amount | £8,401.24 |
| Interest Amount (6.75%) | £667.90 |
| 10 Monthly Instalments of | £906.91 |
| Total Payable | £9,069.14 |
| APR | 20.77% |
| Instalment Term | 10 Months |
| Policy Term | 12 Months |

The above table shows the premium which would be financed by Close Brothers Premium Finance, at a charge of 7.95% (Typical 20.77% APR variable).

The policy term is 2 months longer than the instalment plan. Financing the premium at £9,069.14 means the overall cost will be more expensive than making a single payment of £8,401.24, the additional cost amounts to £667.90

Please refer to the enclosed Premium Finance Information Sheet for further information.

We look forward to receiving your instructions, however, should you have any queries in relation to the quotation please contact us.

Yours Sincerely

Clear Councils Team
Email: councils@thecleargroup.com
Telephone: 0330 013 0036
Website: www.clearcouncils.co.uk